Final Form

ETPCAP2 DESIGNATED ACTIVITY COMPANY

SERIES MEMORANDUM

AYRES RECOVERY FUND LIMITED (SERIES 376) NOTES DUE 2030
ISSUED UNDER ITS ETPCAP PROGRAMME

DATED 30 NOVEMBER 2020

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1 GENERAL

This Series Memorandum (as used herein, this "**Series Memorandum**") is prepared in connection with the EUR 5,000,000,000 Secured Note Programme (the "**ETPCAP Programme**") of ETPCAP2 Designated Activity Company (the "**Issuer**") and is issued in conjunction with, and incorporates by reference the contents of, the Programme Memorandum dated 5 November 2018 relating to the ETPCAP Programme (the "**Programme Memorandum**").

Neither this Series Memorandum nor the Programme Memorandum, nor the Programme Memorandum together with the Series Memorandum constitutes a prospectus for the purposes of Regulation 2017/1129/EU (the "**Prospectus Regulation**").

This document should be read in conjunction with the Programme Memorandum and the Master Conditions (November 2018 Edition). Save where the context otherwise requires, terms defined in the Programme Memorandum have the same meaning when used in this Series Memorandum.

Subject as set out below the Issuer accepts responsibility for the information contained in this Series Memorandum other than the information in sections:

1. Information relating to the Programme Coordinator, Charged Assets Realisation Agent and Calculation Agent;

2. Information relating to the Back Office Agent;

3. Information relating to the Charged Assets; and

4. The Private Placement Memorandum.

To the best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that such is the case), such information for which it accepts responsibility contained in this Series Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information. The Issuer confirms that the information in sections referred to in 1 to 4 above has been accurately reproduced from information provided by (a) the Programme Coordinator, Charged Assets Realisation Agent and Calculation Agent (in respect of 1.), (b) the Back Office Agent (in respect of 2.) and (c) the Fund (in respect of 3. and 4.), and as far as the Issuer is able to ascertain, no facts have been omitted which would render the reproduced information inaccurate or misleading.

This Series Memorandum does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken to permit an offering of the Notes or the distribution of this Series Memorandum in any jurisdiction where such action is required.

No person is or has been authorised by the Issuer to give any information or to make any representation not contained in or not consistent with this Series Memorandum or the Programme Memorandum. If given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Programme Coordinator, the Trustee or any of them or any other person. Such information or representation could potentially be misleading in a material respect and should not be relied upon for the purposes of any assessment of whether to invest in the Notes. Neither the delivery of this Series Memorandum, Programme Memorandum nor any subscription or sale made in

connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof.

The Trustee has not independently verified the information contained herein. Accordingly, no representation, warranty or undertaking is made, whether express or implied, and no responsibility or liability is accepted by the Trustee as to the accuracy, completeness or nature of the information contained in this Series Memorandum or the Private Placement Memorandum or with respect to the legality of investment in the Notes by any prospective investor or purchaser under applicable legal investment or similar laws or regulations.

Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of the provisions set out within this Series Memorandum and the Programme Memorandum.

For as long as the Notes remain outstanding, copies of the following documents will be available to Noteholders for inspection in physical form during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the registered office of the Issuer:

1. This Series Memorandum and the Programme Memorandum;

2. The Master Documents;

3. The Constituting Instrument dated the Issue Date; and

4. The Certificate of Incorporation and the Constitution of the Issuer.

The Notes, which are described in this Series Memorandum, have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "Securities Act") or the securities laws of any of the States of the United States. Accordingly, the Notes are being offered and sold only in bearer form pursuant to the exemption afforded by Regulation S promulgated under the Securities Act solely outside of the United States and solely to non-US persons and in specific reliance upon the representations by each Noteholder that (1) at the time of the offer and sale of the Notes to the Noteholder, the Noteholder was not a US Person as defined in Regulation S promulgated under the Securities Act, and (2) at the time of the offer and sale of the Notes to the Noteholder and, as of the date of the execution and delivery of the purchasing or subscription agreement by the Noteholder (if any) or any intermediary, the Noteholder was outside of the United States. The Notes may not be offered or sold in the United States or to US Persons (as defined in Regulation S) unless the Notes are registered under the Securities Act, or an exemption from the registration requirements of the Securities Act is available. The Notes are subject to certain United States tax law requirements.

In relation to each Member State of the European Economic Area where the Prospectus Regulation applies (each, a "**Relevant Member State**"), an offer of Notes to the public has not and may not be made in that Relevant Member State. Without limiting the foregoing, if Notes are offered in any Relevant Member State, any such offer will only be addressed to investors who acquire Notes for a total consideration of at least €100,000 per investor, for each separate offer (or, if the Notes are denominated in a currency other than Euro, the equivalent of €100,000 in such other currency).

The Notes are illiquid investments, the purchase of which involves substantial risks. Any investor investing in the Notes should fully consider, understand and appreciate those risks.

Purchasers of Notes should conduct such independent investigation and analysis regarding the Issuer, the Charged Assets, the Private Placement Memorandum and the Notes as they deem appropriate to evaluate the merits and risks of an investment in the Notes, as the Notes described in this Series Memorandum may not be suitable for all purchasers of Notes. Purchasers of Notes should have sufficient knowledge and experience in financial, taxation, accounting, capital treatment and business matters, and access to, and knowledge of, appropriate analytical resources, to evaluate the information contained in this Series Memorandum and the Programme Memorandum and the merits and risks of investing in the Notes in the context of their financial and regulatory position and circumstances. This Series Memorandum and the Programme Memorandum do not describe all of the risks and investment considerations applicable to an investment in the Notes. The risks and investment considerations identified in this Series Memorandum and the Programme Memorandum are provided as general information only and the Issuer disclaims any responsibility to advise purchasers of Notes of the risks and investment considerations associated with the purchase of the Notes as they may exist at the date hereof or as they may from time to time alter.

PARTICULAR ATTENTION IS DRAWN TO THE SECTION OF THIS SERIES MEMORANDUM HEADED "RISK FACTORS".

2 DOCUMENTS INCORPORATED BY REFERENCE

The Programme Memorandum is incorporated in, and shall be taken to form part of this Series Memorandum. This Series Memorandum must be read and construed in conjunction with the Programme Memorandum and shall be deemed to modify and supersede the contents of such document to the extent that a statement contained herein is inconsistent with such contents.

Any references to the "Arranger" in the Master Documents, including the Master Definitions, Master Conditions, Master Trust Terms, Master Arrangement Terms, Master Agency Terms, Master Placing Terms, Master Broker Dealer of Record Terms, Master Portfolio Management Terms, and each Series Document, including the Constituting Instrument, the Trust Deed, the Arrangement Agreement, the Agency Agreement, the Placing Agreement, the Broker Dealer of Record Agreement and the Portfolio Management Agreement (including any requirement to appoint an Arranger in respect of the Series, if applicable) shall be construed as references to the Programme Coordinator and all rights, duties and obligations applicable to the Arranger as set out therein shall apply to the Programme Coordinator. Any references to the "Placing Agent" in the Master Documents including the Master Definitions, Master Conditions, Master Trust Terms, Master Arrangement Terms and Master Placing Terms, and each Series Document, including the Constituting Instrument, the Trust Deed, the Arrangement Agreement and the Placing Agreement (including any requirement to appoint a Placing Agent in respect of the Series, if applicable) shall be construed as references to the Back Office Agent and all rights, duties and obligations applicable to the Placing Agent as set out therein shall apply to the Back Office Agent.

3 RISK FACTORS

3.1 General

The purchase of the Notes involves substantial risks. Each prospective purchaser of the Notes should be familiar with instruments having characteristics similar to the Notes and should fully understand the terms of the Notes and the nature and extent of its exposure to risk of loss.

The Programme Memorandum also contains further paragraphs headed "Risk Factors" and they should be considered by prospective investors in conjunction with the risk factors set out below before making any investment decisions with respect to the Notes.

Before making an investment decision prospective purchasers of the Notes should conduct such independent investigation and analysis regarding the Issuer, the Charged Assets, the Fund, the Private Placement Memorandum, the Notes and all other relevant persons and such market and economic factors as they deem appropriate to evaluate the merits and risks of an investment in the Notes. As part of such independent investigation and analysis, prospective purchasers of Notes should consider carefully all the information set forth in this Series Memorandum and in the Programme Memorandum and the considerations set out below.

Investment in the Notes is only suitable for investors who have the knowledge and experience in financial and business matters necessary to enable them to evaluate the information contained in this Series Memorandum and in the Programme Memorandum and the merits and risks of an investment in the Notes in the context of the investor's own financial circumstances and investment objectives.

Investment in the Notes (or a participation therein) is only suitable for investors who:

1. are capable of bearing the economic risk of an investment in the Notes (or a participation therein) for a period up to and until the redemption of the Notes;

2. are acquiring an interest in the Notes (or a participation therein) for their own account for investment, not with a view to resale, distribution or other disposition of such interest (subject to any applicable law requiring that the disposition of the investor's property be within its control); and

3. recognise that it may not be possible to make any transfer of the Notes (or a participation therein) for a substantial period of time, if at all.

Each of the Issuer, the Back Office Agent and the Programme Coordinator may, in its discretion, disregard interest shown by a prospective investor even though that investor satisfies the foregoing suitability standards.

Each prospective investor should ensure that it fully understands the nature of the transaction into which it is entering and the nature and extent of its exposure to the risk of loss of all or a substantial part of its investment. Attention is drawn, in particular, to the Conditions in the Master Conditions (November 2018 Edition) entitled 'Security' and 'Enforcement and Limited Recourse' and the sections in this Series Memorandum entitled 'Information relating to the Charged Assets'.

3.2 Risks relating to the Issuer and Transaction Participants

Special purpose company

The Issuer is a special purpose company and has been established for the purpose of issuing multiple Series of secured Notes under the ETPCAP Programme. The Issuer has issued share capital only in the amount of EUR 1 (one euro). Should any unforeseen expenses or liabilities (which have not been provided for) arise, the Issuer may be unable to meet them, leading to an Event of Default under the Notes.

There is no certainty that Noteholders will recover any amounts payable under the Notes. Due to the limited recourse nature of the Notes (see 'Limited recourse' below), claims in respect of the Notes are limited to the proceeds of enforcement of the Mortgaged Property after the deduction of any applicable expenses. In addition, if a claim is brought against the Issuer (whether under statute, common law or otherwise) which is not subject to such contractual limited recourse provisions, the only assets available to meet such claim would be the proceeds of the issuance of the Issuer's ordinary shares and any transaction fees (see 'Fees' below), to the extent any remain as at the date of such claim and are available to meet such claim. The only other assets of the Issuer will be the assets on which each Series is secured, which will be subject to the prior security interests of the relevant Noteholders and any other secured parties under that Series.

Limited recourse

The Notes will be limited recourse obligations of the Issuer secured on the Mortgaged Property (including the Charged Assets) and are not or will not (as the case may be) be obligations or responsibilities of, or guaranteed by, any other person or entity. **For the avoidance of doubt, none of the Trustee, the Programme Coordinator, any other Agent appointed by the Issuer or any other person has any obligation to any Noteholder for payment of any amount by the Issuer in respect of the Notes. There is no person that guarantees to Noteholders that they will recover any amounts payable under the Notes.**

The ability of the Issuer to meet its obligations in respect of the Notes will be dependent on the receipt by the Issuer of moneys due to it under the Charged Assets. The Noteholders shall have no recourse to the Issuer beyond the moneys derived by or on behalf of the Issuer in respect of the Charged Assets. To the extent that investment by the Issuer in the Charged Assets held by the Issuer results in such investment being less than the obligations of the Issuer under the Notes, the Issuer will have insufficient funds available to meet its obligations in respect of the Notes. In such event, any shortfall would be borne by the Noteholders in accordance with the priorities specified in the Conditions and shall be subject to Special Condition 5.14 (Note as Debt Securities) below. See 'Nature of the investment' below.

For the avoidance of doubt, Notes are not, and do not represent or convey any interest in the Charged Assets nor do they confer on the Noteholder any right (whether in respect of voting, dividend or other distribution) which a holder of any Charged Assets may have had. The Issuer is not an agent of the Noteholder for any purpose.

Liability for the obligations of other Series

The Issuer has undertaken not to incur any obligations with respect to any other Series of Notes unless recourse in respect of such obligations is limited to the proceeds of enforcement of the Security over the assets of the Issuer on which such obligations are secured (which assets shall exclude the Mortgaged Property securing any other Series of Notes). Nevertheless, to the extent there are any creditors with respect to a Series of Notes whose recourse is not so limited Noteholders may be exposed to risks incurred for the account of other Series.

3.3 Risks relating to the Notes

Nature of the investment

These Notes are not principal protected and are a high-risk investment in the form of a debt instrument. The Noteholders are neither assured of repayment of the capital invested nor are

they assured of payment of a stated rate of interest or of any interest at all. The Notes give Noteholders exposure to the Charged Assets (being principally comprised of the Series Assets), see "*Information relating to the Charged Assets*" below.

Any payments to be made on the Notes depend on the value of the Charged Assets held by the Issuer, which is the value of the amounts received by the Issuer in respect of the Charged Assets. Should the Charged Assets decrease in value, Noteholders will incur a partial or total loss of their investment. Even if the Charged Assets increase in value, Noteholders may incur a partial or total loss of their investment to the extent that the appreciation of the Charged Assets is not sufficient to account for fees, costs and expenses of the Issuer or if the value of the Charged Assets cannot be realised at all.

In certain circumstances, described in the Conditions of the Notes, the Notes will be redeemed early pursuant to a Mandatory Redemption Event, or an Additional Mandatory Redemption Event or Optional Redemption and Noteholders shall be entitled to receive only such amount as is available following the sale, redemption or other means of realisation of the Charged Assets, subject to the provisions of the Notes described under 'Limited recourse' above.

In general, redemption payments to be made on the Notes are calculated with reference to the value of the Charged Assets. However, if and to the extent that the amount payable by the Issuer in accordance with the Notes to the Noteholders is greater than the amount received by the Issuer in respect of the redemption of the Charged Assets, the Noteholder shall be entitled to receive only its pro rata share of such amount as is received by the Issuer under the Charged Assets after deduction of any applicable costs and expenses.

Change of law, tax and administrative practice

The structure of the transaction and, *inter alia*, the issue of the Notes are based on law, tax and administrative practice in effect at the date hereof, and having due regard to the expected tax treatment of all relevant entities under such law and practice. No assurance can be given that law, tax or administrative practice will not change after the Issue Date or that such change will not adversely impact the structure of the transaction and the treatment of the Notes.

Fees

The amounts payable under the Notes are based on the performance of the Charged Assets after deduction of certain fees and expenses (including fees due to the Programme Coordinator, Trustee and any Agents, any other transaction related fees incurred by the Issuer in respect of the issuance of the Notes and a portion of any fees, costs and expenses related to the Programme or the operation and maintenance of the Issuer which are not directly attributable to any one Series of Notes), which are further described in Special Condition 5.8 of the Notes.

In consideration of the investment by the Issuer in the Ordinary Shares, the Fund has agreed to pay a facilitation fee to the Issuer. The Issuer intends to apply the facilitation fee towards the discharge of the fees and expenses payable by it in respect of the Notes. If the Fund fails to pay such facilitation fee, or the amount of the facilitation fee is not sufficient to discharge the Issuer's fees and expenses, such fees and expenses may be deducted from any Redemption Amounts or Interest Amounts to be paid by the Issuer. In addition, a portion of the Charged Assets may be realised by the Issuer from time to time and the proceeds applied towards the discharge of fees and expenses. Accordingly, a failure by the Fund to pay the facilitation fee may result in a reduction in the value of the Notes.

In connection with the offer and sale of the Notes, the Transaction Participants (as defined below) or any of their associated companies may, directly or indirectly, pay fees in varying amounts to third parties or, as the case may be, receive fees (including but not limited to distribution fees and retrocessions) in varying amounts, including, from third parties (which may include any Transaction Participants). Each Noteholder acknowledges that each Transaction Participant or any of its associated companies may retain all or part of such fees.

Optional Redemption by the Issuer

Investors in the Notes should be aware that the Issuer has the option to, and shall if given notice by the Programme Coordinator, redeem any amount of the Notes at their Early Redemption Amount on the Optional Redemption Date, subject to the notice requirements set out in the Conditions. Such notice may only be revoked by the Issuer at any time prior to the Optional Redemption Date with the consent of the Trustee in accordance with the Conditions.

Optional Redemption by the Noteholders

Investors in the Notes should be aware that while the Conditions of the Notes permit the Noteholders to submit requests for their Notes to be redeemed at certain times prior to the Maturity Date or Extended Maturity Date, any such redemption shall be subject to there being sufficient liquidity in the Charged Assets to fund such redemption and permitted by the Fund, as further described in Special Condition 5.5.2 (*Optional Redemption by the Noteholder*). Accordingly, the Notes should only be acquired by investors who are willing to hold their Notes until the Maturity Date or Extended Maturity Date, as the case may be.

Investors in the Notes should be aware that the Fund has the right, at any time during the life of the Notes (as subject to the Conditions), to require that the Issuer deliver a notice to the Trustee, Principal Paying Agent and Noteholders stating that on and from a specified date, optional redemptions by Noteholders shall change from weekly to monthly liquidity. Therefore Noteholders wishing to redeem their investment shall experience a significantly increased delay in receiving any redemption funds once the Fund switches to monthly rather than weekly liquidity.

Seven Business Days following delivery of the Monthly Liquidity Notice, redemptions in the Notes shall be suspended until the Monthly Liquidity Effective Date (as such terms are defined below). The Monthly Liquidity Effective Date has not been determined yet and may occur up to two months subsequent to delivery of the Monthly Liquidity Notice. Therefore investors may find that they are unable to redeem their Notes for up to two months following delivery of the Monthly Liquidity Notice.

Investors in the Notes should also be aware that (defined terms below shall have the meaning given to them in the Private Placement Memorandum):

1. The Directors may declare a suspension of the redemption of Shares in certain circumstances as described under "General and Statutory Information" in the Private Placement Memorandum. No Shares will be issued or redeemed during any such period of suspension.

2. A request for a partial redemption of Shares may be refused, or the holding redeemed in its entirety, if, as a result of such partial redemption, the Net Asset Value of the Shares retained by the Shareholder would be less than the applicable Minimum Holding.

3. The Directors have the right to compulsorily redeem all or some of the Shares held by or for the benefit of any person at any time without giving any reason therefor.

The above restrictions on redemptions of Ordinary Shares by the Issuer may impact or prevent Noteholders being able to exercise their right to redeem shares pursuant to Special Condition 5.5.2 (*Optional Redemption by the Noteholders*).

Restrictions on Transfer

The Notes are subject to restrictions on transfer, as described in the "Subscription and Sale" section of the Programme Memorandum and "Selling Restrictions" section of this Series Memorandum. In particular, the Notes have not been registered under the Securities Act, under any US state securities or 'Blue Sky' laws or under the securities laws of any other jurisdiction and are being issued and sold in reliance upon exemptions from registration provided by such laws. No Note may be sold, assigned, participated, pledged or transferred unless such sale, assignment, participation, pledge or transfer (a) is exempt from the registration requirements of the Securities Act (for example, the exemption provided by Rule 144A under the Securities Act or the exemption provided by Regulation S under the Securities Act and applicable state securities laws) and (b) is in compliance with the transfer restrictions and certification requirements described in the "Subscription and Sale" section of the Programme Memorandum and the "Selling Restrictions" section of this Series Memorandum.

Programme Coordinator default

The Notes will be redeemed if the Programme Coordinator is dissolved or becomes unable to perform its obligations in relation to the Notes unless a substitute programme coordinator (the "**Substitute Programme Coordinator**") is appointed by the Issuer within 90 days of such event.

Payments

Payments under the Notes will only be made after receipt of the Realisable Value by the Issuer. The date of payment of the redemption amount under the Notes is therefore not fixed. Payment of redemption amounts under the Notes depends on the realisation of or the liquidation of the Charged Assets. It may take a considerable period of time to realise or liquidate the Charged Assets, in particular in the case of a redemption pursuant to an Early Redemption. Noteholders may only receive payment of the relevant redemption amount under the Notes significantly later than the specified redemption date of the Notes. An Event of Default under the Notes shall occur if (i) the Early Redemption Payment Date does not occur within 90 days of the relevant Early Redemption Date or (ii) the Final Maturity Payment Date does not occur within 90 days of the Maturity Date or Extended Maturity Date, as applicable.

Liquidity

No secondary market for the Notes currently exists. Prospective purchasers of the Notes should therefore recognise that they may not be able to liquidate their investment in the Notes. Investment in the Notes is therefore only suitable for investors who are capable of bearing the economic risk of an investment in the Notes for an indefinite period of time and are not acquiring the Notes with a view to a potential resale, distribution or other disposition at some future date.

Application has been made to list the Notes on the Vienna MTF of the Vienna Stock Exchange. Listing is expected to take place on or about the Issue Date but no assurance

can be given that such application will be granted. Even if the Notes are listed, it is not anticipated that a secondary trading market or liquidity will develop.

Extended Maturity Date

The term of the Notes may be extended for further periods of up to ten (10) years, provided that, at the request of the Issuer, the Calculation Agent, on behalf of the Issuer, has given a notice (the "**Extension Notice**") to the Trustee, the Principal Paying Agent and the Noteholders not less than one (1) calendar month prior to the Maturity Date or the Extended Maturity Date if applicable, stating that such extension shall take place in respect of the Notes. If no Extension Notice, or no further Extension Notices (if applicable) are delivered by the Calculation Agent, the Notes shall be redeemed on the Maturity Date or on the date stated in the final Extension Notice (such date being the "**Extended Maturity Date**").

Market and legal risk

The Notes will constitute secured, limited recourse obligations of the Issuer, recourse in respect of which will, in effect, be limited to the proceeds of the Mortgaged Property (which principally comprises the Charged Assets) relating to the Notes and no other assets of the Issuer will be available to satisfy claims of Noteholders. The Issuer's obligations to the Noteholders are solely funded by, and primarily secured on, the Charged Assets. Therefore, to the extent that the value of the Charged Assets falls, payment under the Charged Assets is not made, the Charged Assets cannot be sold or if the relevant security arrangements would not be enforceable, a loss of principal or interest or both under the Notes will result. Noteholders therefore assume the market and legal risk of the Charged Assets.

None of the Transaction Participants (as defined below) nor any affiliate of any of them or other person on their behalf has made any investigation of, or makes any representation or warranty, express or implied, as to the standing or suitability of the financial or other condition of the Charged Assets.

None of the Issuer, the Programme Coordinator, the Trustee, the Principal Paying Agent, the Administration Agent, the Charged Assets Realisation Agent, the Calculation Agent, the Back Office Agent or any other Agent (together, the "**Transaction Participants**") nor any affiliate of any of them (or any person on their behalf) assume any responsibility vis-à-vis the Noteholders for the economic success or lack of success of an investment in the Notes, or the performance, the value or terms of the Charged Assets. No Transaction Participant will have any responsibility or duty to make any such investigations, to keep any such matters under review, to provide the Noteholders, or prospective purchasers of the Notes, with any information in relation to such matters, or to advise as to the attendant risks.

Independent review and advice

Each prospective purchaser of Notes must determine, based on its own independent review and such legal, financial and tax advice as it deems appropriate under the circumstances, that its acquisition of the Notes (i) is fully consistent with its financial needs, objectives and condition, (ii) complies and is fully consistent with all investment policies, guidelines, authorisations and restrictions (including as to its capacity) applicable to it, (iii) has been duly approved in accordance with all applicable laws and procedures and (iv) is a fit, proper and suitable investment for it, undertaken for a proper purpose.

Legality of purchase

None of the Transaction Participants or any affiliate of any of them or other person on their behalf has or assumes responsibility for the lawfulness of the acquisition of the Notes by a

prospective purchaser of the Notes, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective purchaser with any law, regulation or regulatory policy applicable to it.

No reliance

The Transaction Participants and all affiliates of any of them disclaim any responsibility to advise purchasers of the Notes of the risks and investment considerations associated with the purchase of the Notes as they may exist at the date hereof or from time to time hereafter.

No restrictions on activities

Any of the Transaction Participants and any affiliate of any of them or other person on their behalf may have existing or future business relationships (including depository, lending, advisory or any other kind of commercial or investment banking activities or other business) with any of the other Transaction Participants and any affiliate of any of them or other person on their behalf and may purchase, sell or otherwise deal in any assets or obligations of, or relating to, any such party. Any of the Transaction Participants and any affiliate of any of them or other person on their behalf may act with respect to any such business, assets or obligations without regard to any possible consequences for the Issuer, the Notes or any Noteholder (or the impact of any such dealing on the interests of any Noteholder) or otherwise.

Provision of information

Any of the Transaction Participants or any affiliate of any of them or any other person acting on their behalf may at the date hereof or at any time hereafter be in possession of information in relation to the other Transaction Participants or any affiliate of any of them or any other person acting on their behalf or on behalf of the Charged Assets (which may or may not be publicly available or confidential). None of such persons shall be under any obligation to make any such information available to Noteholders or any other party other than as provided in the Conditions of the Notes.

Taxation

Each Noteholder will assume and be solely responsible for any and all taxes of any jurisdiction or governmental or regulatory authority, including, without limitation, any state or local taxes or other like assessment or charges that may be applicable to any payment to it in respect of the Notes. Neither the Issuer nor any other person will pay any additional amounts to the Noteholders to reimburse them for any tax, assessment or charge required to be withheld or deducted from payments in respect of the Notes by the Issuer or by the Principal Paying Agent (or any other Paying Agent).

Legal opinions

No legal opinions will be obtained with respect to any applicable laws, including the laws governing the Charged Assets or as to the validity, enforceability or binding nature of the Charged Assets.

Conflict of interests

Any of the Transaction Participants or any affiliate of any of them or any other person acting on their behalf may from time to time, as principal or agent, have positions in, or may buy or sell, or make a market in the Charged Assets or in any other securities (including shares in a Transaction Participant), currencies, financial instruments or other assets owned by a

Transaction Participant. Any trading and / or hedging activities of Transaction Participants or any affiliate of any of them or any other person acting on their behalf related to this transaction may have an impact on the price of the Charged Assets.

Clearing systems

The Notes will be represented by one or more Temporary Global Notes and Permanent Global Notes. Such Global Notes will be deposited with a common depositary for Euroclear and Clearstream, Luxembourg. Except in the limited circumstances described in the relevant Global Note, investors will not be entitled to receive definitive Notes. Euroclear and Clearstream, Luxembourg will maintain records of the beneficial interests in the Global Notes. While the Notes are represented by one or more Global Notes, investors will be able to trade their beneficial interests only through Euroclear and Clearstream, Luxembourg.

While the Notes are represented by one or more Global Notes the Issuer will discharge its payment obligations under the Notes by making payments through the Principal Paying Agent to the common depositary for Euroclear and Clearstream, Luxembourg for distribution to their account holders. A holder of a beneficial interest in a Global Note must rely on the procedures of Euroclear and Clearstream, Luxembourg to receive payments under the Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Notes.

Holders of beneficial interests in the Global Notes will not have a direct right to vote in respect of the relevant Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear and Clearstream, Luxembourg to appoint appropriate proxies.

Limitations of the ability to grant security over Notes while in global form

Because transactions in the Notes will be effected only through Euroclear or Clearstream, Luxembourg, direct or indirect participants in their respective book-entry-systems and certain banks, the ability of a Noteholder to pledge such interest to persons or entities that do not participate in the Euroclear or Clearstream systems, or otherwise to take actions in respect of such interests, may be limited due to the lack of physical security representing such interest.

3.4 Risks relating to the Charged Assets

3.4.1 Investment in the Series Assets

The Issuer intends to use the proceeds of the issuance of the Notes to invest, on or as soon as practicable following the Issue Date, in Class E ordinary shares (the "**Ordinary Shares**") in Ayres Recovery Fund Limited (the "**Fund**"), an exempted limited company organized under the laws of the Cayman Islands on 17 April 2019, having its registered office at the offices of Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman KY1-1104, Cayman Islands.

As more particularly set out in the Private Placement Memorandum:

- the Fund is organized as a feeder fund and all of the Fund's assets (to the extent not retained in cash) are intended to be invested in the ordinary shares of Ayres Recovery Master Fund Limited (the "**Master Fund**"), an exempted company incorporated with limited liability in the Cayman Islands.;

- each of the Fund and the Master Fund has appointed Mirabella Financial Services LLP as its alternative investment fund manager (the "**AIFM**"), incorporated as a limited liability partnership in England and Wales on 18 August 2004, to provide the Fund and the Master Fund, respectively, with portfolio management and risk management services;

- the AIFM has entered into a secondment agreement with Ayres Investment Management LLP ("**Ayres**"), pursuant to which Ayres will provide the AIFM with services and personnel to assist it with the provision of portfolio management services. These arrangements include the secondment by Ayres to the AIFM of Pablo Federico to act as the lead portfolio manager of the Fund and the Master Fund (the "**Key Man**").

The above is not intended to be a complete summary of the Private Placement Memorandum and the service providers to each of the Fund and the Master Fund. Potential investors should refer to the Private Placement Memorandum, appended to this Series Memorandum hereto, for more detail on the Ordinary Shares of the Fund to be acquired by the Issuer.

Potential investors should note that investing in the Notes does not provide any assurance as to the nature of the Fund or the Ordinary Shares. For example, other than the representations being provided by the Fund under the Supplemental Cayman Islands Security (being the Series Charging Instrument), no assurance is provided as to (i) the constitutional documentation of the Fund, (ii) any shareholders agreement or subscription agreement in place as of the Issue Date or thereafter, (iii) any ability of the Fund to issue further units (in either the same or a different class to that of the Ordinary Shares); (iv) the transferability of the Ordinary Shares, (v) any right to refuse registration of the Ordinary Shares or (vii) any pre-emption rights in respect of the Ordinary Shares. Such issues may affect the ability of the Trustee to enforce the Supplemental Cayman Islands Security and realise the Charged Assets. Potential investors should carry out their own due diligence in this regard.

Prospective purchasers of the Notes should conduct their own independent investigation and analysis regarding the Issuer, the Fund, the Master Fund, the AIFM, Ayres, the Key Man and the Notes as they deem appropriate to evaluate the merits and risks of an investment in the Notes.

It should be noted that the Noteholders are reliant on the Issuer and the Programme Coordinator to take all necessary steps to ensure that the Supplemental Cayman Islands Security is perfected and enforceable. If (i) one or more steps necessary to effect perfection of the Supplemental Cayman Islands Security are not taken, (ii) there are any issues with Issuer's title to the assets the subject of the Supplemental Caymans Islands Security, or (iii) there is any restriction on the ability to charge the assets the subject of the Supplemental Cayman Islands Security, then the Supplemental Cayman Islands Security may not be enforceable in whole or in part. Noteholders should be aware that the Trustee has not investigated any of the above matters and is solely reliant on the Issuer, the Programme Coordinator and the Fund to take all necessary steps to ensure that the Supplemental Cayman Islands Security is valid and enforceable in the manner envisaged over the relevant assets.

3.4.2 Independent Investigations of Ordinary Shares

Prior to making an investment in the Notes, investors should ensure that they fully understand the investment represented by the Ordinary Shares and the factors that may influence the value of the Ordinary Shares and the level of return payable in respect the Ordinary Shares. The value and the return payable in respect of the Ordinary Shares are the principal factors that will affect the return payable on the Notes. Accordingly, investors should conduct their own independent investigation and analysis (either alone or with the help of a financial adviser) regarding the Ordinary Shares as they deem appropriate to evaluate the merits and risks of an investment in the Notes. Potential investors should refer to the Private Placement Memorandum, appended to this Series Memorandum for more detail on the Ordinary Shares. Investors should also refer to such other materials as they or their advisers consider necessary to conduct their investigations. Among the factors that should be considered by potential investors are the following:

(i) the manner in which the proceeds of the Ordinary Shares will be used in the Fund and/or the Master Fund;

(ii) any fees or expenses payable by the Fund and/or Master Fund which may affect the value of the Ordinary Shares; and

(iii) any fees, commissions or selling charges payable by an investor in the Ordinary Shares which may reduce the value of Notes;

(iv) the terms any other material investments in or sources of financing for the Fund and/or the Master Fund and the ranking of the Ordinary Shares relative to such other investments or sources of financing.

The above factors are not exhaustive and investors are solely responsible for making their own determination of the appropriateness of acquiring the Notes based on their own assessment of, amongst other things, the investment represented by the Ordinary Shares. None of the Issuer, the Programme Coordinator, the Trustee, the Principal Paying Agent, the Charged Assets Realisation Agent, the Calculation Agent, the Back Office Agent or any other Agent or any affiliate of any of them or other person on their behalf expresses any view on the merit or appropriateness of an investment in the Ordinary Shares. **No person who does not fully understand the investment represented by the Ordinary Shares (including the merits and risks associated with such an investment), should acquire the Notes.**

3.4.3 Limited Operating History of the Fund

The Fund has limited performance history. Noteholders may not have sufficient historical information to serve as a basis for making a more informed investment decision.

3.4.4 Redemption and Transfer of the Charged Assets

Realisation or transfer of the Charged Assets may in certain circumstances be deferred in accordance with their relevant terms. The period of deferral may be significant. Therefore in certain circumstances, including where the security for the Notes becomes enforceable, there may be a significant delay in payments under the Notes and/or it may be impossible to transfer the Charged Assets, whether as a means of realising their value or otherwise.

Potential investors should note that the General Partner's consent will be required to register a transfer of the Ordinary Shares. Such consent requirements may affect the ability of the Trustee to enforce the Security and realise the Charged Assets. Potential investors should carry out their own due diligence in this regard.

3.4.5 Ineligible Applicant

The Private Placement Memorandum and the Articles of Association of the Fund contain requirements and restrictions in relation to the transfer of the Ordinary Shares. Such restrictions are subject to a broad discretion of the board of directors of the Fund to refuse to register a transfer of Ordinary Shares. Potential investors should consult the Private Placement Memorandum for details of such restrictions and requirements.

Notwithstanding such restrictions, in the Letter Agreement (attached hereto as Appendix II) the Fund has undertaken to procure that the board of directors of the Fund consent to the transfer of the Class E ordinary shares by the (1) Issuer (to the Trustee or its nominee or delegate which is not an Ineligible Applicant) and (2) Trustee, its nominee or delegate (to a third party purchaser which is not an Ineligible Applicant) in accordance with the security arrangements referred to in the Charging Instrument.

However, there is no assurance that the Fund will be able to procure such consent of the directors of the Fund. As such, should the board of directors of the Fund refuse to consent to any transfer referred to in the paragraph immediately above or to any potential purchaser of the Ordinary Shares from the Issuer, this may affect the ability of (i) the Trustee to enforce the Charging Instrument; and/or (ii) the Issuer to transfer the Ordinary Shares to a potential purchaser (in the circumstances described in the Conditions) and may result in a delay or reduction (including to zero) of investors' return on their Notes.

For the purposes of the above:

"**Benefit Plan Investor**" is used as defined in U.S. Department of Labor regulation 29 C.F.R. § 2510.3-101 and section 3(42) of ERISA;

"**EEA Person**" an investors domiciled, or having its registered office, in any member state of the European Economic Area or the United Kingdom;

"**ERISA**" means the U.S. Employee Retirement Income Security Act of 1974 (as amended);

"**Ineligible Applicant**" means a person:

(i) which is an EEA Person and is not a Professional Investor:

(ii) which is a member of the public resident in the Cayman Islands;

(iii) which is a U.S. Taxpayer;

(iv) which is a U.S. Person;

(v) which is a Benefit Plan Investor;

(vi) whose acquisition of Class E ordinary shares in the Company would cause the Company to have to register for sale in such person's jurisdiction of residence or domicile;

(vii) whose acquisition of Class E ordinary shares in the Company would cause the Company to incur any liability to taxation which the Company would not otherwise have incurred;

"**MiFID II**" means Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments, the Markets in Financial Instruments Regulation (EU) No 600/2014 and any relevant implementing legislation or regulation thereunder in any EEA member state or the United Kingdom;

"**U.S. Person**" means a person or entity that is in either of the following two categories: (a) a person or entity included in the definition of "U.S. Person" under Rule 902 of Regulation S of the U.S. Securities Act of 1933, or (b) a person or entity excluded from the definition of "Non-United States person" as used in the U.S. Commodity Futures Trading Commission Rule 4.7.

"**U.S. Taxpayer**" includes: (i) a U.S. citizen or resident alien of the United States (as defined for U.S. federal income tax purposes); (ii) any entity treated as a partnership or corporation for U.S. federal tax purposes that is created or organised in, or under the laws of, the United States; (iii) any other partnership that is treated as a U.S. Taxpayer under U.S. Treasury Department regulations; (iv) any estate, the income of which is subject to U.S. income taxation regardless of source; and (v) any trust over whose administration a court within the United States has primary supervision and all substantial decisions of which are under the control of one or more U.S. fiduciaries.

3.4.6 Security may be declared invalid

The Issuer will grant security interests in favour of the Trustee for itself and for the benefit of the Noteholders in the Mortgaged Property pursuant to the Trust Deed and the Charging Instrument (as defined below). However, if the security interest of the Trustee in the Mortgaged Property was determined to be invalid or unperfected, Noteholders would be unsecured creditors and would rank on a pari passu basis with other unsecured creditors (if any) of the Issuer. Each of the foregoing factors may delay or reduce investors' return on their Notes and investors may suffer a loss (including a total loss) on their investment.

3.4.7 Not a bank deposit

Any investment in the Notes does not have the status of a bank deposit in Ireland and is not within the scope of the deposit protection scheme operated by the Central Bank of Ireland. The Issuer is not regulated by the Central Bank of Ireland by virtue of the issue of the Notes.

3.4.8 Lack of diversification

The Charged Assets will be comprised of a single asset type, being the Ordinary Shares. Due to such concentration, the Charged Assets may be more susceptible to a single adverse economic or regulatory occurrence, and lead to greater fluctuations in the value of Notes than may have been the case if the Charged Assets were comprised of a diversified pool of assets.

3.4.9 Partial Interest in the Fund

Please note that the Ordinary Shares to be acquired by the Issuer will not comprise 100% of the issued ordinary shares of the Fund nor is the Fund prohibited from issuing further ordinary shares. Furthermore, the Issuer intends to limit its investment in the Ordinary Shares such that on and from the date falling 18 months following the initial subscription by the Issuer for Ordinary Shares ("**Grace Period Expiry Date**"), the value of the investment in the Master Fund represented by the Ordinary Shares held by the Issuer shall not exceed 50% of the total amount invested in the Master Fund (the "**Maximum Investment Level**"). If at any time after the Grace Period Expiry Date the Maximum Investment Level is exceeded, the Issuer shall suspend the issuance and sale of Notes and shall make no further subscriptions for Ordinary Shares, in each case until such time as the Maximum Investment Level is no longer exceeded. Investors should note that notwithstanding the intention of the Issuer, there is no assurance that the Maximum Investment Level will not be exceeded, or that any breach will be remedied.

3.4.10 The Private Placement Memorandum

Potential investors should conduct their own investigations of the merits of an investment in the Ordinary Shares including by referring to the Private Placement Memorandum appended to this Series Memorandum. When conducting their investigations potential investors should be aware that none of the Issuer, the Programme Coordinator, the Trustee, the Principal Paying Agent, the Charged Assets Realisation Agent, the Calculation Agent, the Back Office Agent or any other Agent or any affiliate of any of them or other person on their behalf has investigated or makes any representation regarding the accuracy or completeness of the information contained in the Private Placement Memorandum. Investors

should be aware that if the Private Placement Memorandum is inaccurate or incomplete, it may not include all information which is relevant to making an assessment of the Fund, the Master Fund or an investment in the Ordinary Shares or it may be misleading with respect to, or not include all details of, the risks which are relevant to an investment in the Ordinary Shares.

3.4.11 Changes to the Fund, the Master Fund and the Ordinary Shares

When conducting an investigation of the Ordinary Shares, the Fund and the Master Fund, potential investors in the Notes should have regard to the possibility that features of the Fund, the Master Fund and the Ordinary Shares may be subject to change. Such changes could include, without limitation, a change in the investment policy and strategy of the Fund or the Master Fund, a change in the service providers appointed by the Fund or the Master Fund and a change in the fees payable by the Fund or the Master Fund. Such changes could affect the attractiveness of an investment in the Ordinary Shares and the potential return which is payable to holders of the Ordinary Shares and as a consequence could adversely affect the interests of the Noteholders. It is possible that such changes could be effected without the consent of the holders of the Ordinary Shares. Even if the consent of the holders of the Ordinary Shares were required, it is possible that such changes could be effected without the consent of the Issuer as it will only hold a partial interest in the Fund (see above "*Partial Interest in Fund*").

3.4.12 Security for the Notes

The Issuer has granted security over the Account Bank Agreement, Unwind Account Custody Agreement and any accounts held pursuant thereto in favour of the Trustee, as security for itself and the Secured Parties, pursuant to the Programme Accounts Security Agreement in respect of the Issuer's obligations to the Trustee in respect of all Series under the ETPCAP Programme. Pursuant to a deed of confirmation, the Issuer will confirm to the Trustee that the Programme Accounts Security Agreement charges the Account Bank Agreement, Unwind Account Custody Agreement and any accounts held pursuant thereto in favour of the Trustee in respect of the Issuer's obligations under Series 376 Ayres Recovery Fund.

Monies may be held by The Bank of New York Mellon, London Branch, pursuant to the Account Bank Agreement or Unwind Account Custody Agreement to facilitate the transfer of the proceeds of the issuance of Notes to the Fund for the purchase of Ordinary Shares and / or payment of any Interest Amount or Redemption Amount to Noteholders. It is intended that such transfers will happen promptly however this may not always be possible and there may be a delay in respect of such transfers. Such monies may be temporarily commingled with monies attributable to other Series. While the Issuer has granted security over such monies pursuant to both the Constituting Instrument and the Programme Accounts Security Agreement in favour of the Trustee (for itself and the other Secured Parties), Noteholders should note that the commingling of such monies may have a negative effect on the Trustee's ability to enforce security over such monies.

Certain of the charges, including the security granted by the Supplemental Cayman Islands Security, in respect of the Notes are stated to be fixed charges in nature. The essence of a fixed charge is that the person creating the charge does not have liberty to deal with the assets which are the subject matter of the security in the sense of disposing of such assets or expending or appropriating the moneys

or claims constituting such assets and accordingly, if and to the extent that such liberty is given to the Issuer or any other party any such charge may operate as a floating, rather than a fixed, charge.

It should be noted that the Noteholders are reliant on the Issuer and the Programme Coordinator to take all necessary steps to ensure that the Charging Instrument is perfected and enforceable. If (i) one or more steps necessary to effect perfection of Charging Instrument are not taken, (ii) there are any issues with Issuer's title to the assets the subject of the Charging Instrument, or (iii) there is any restriction on the ability to charge the assets the subject of the Charging Instrument, then the Charging Instrument may not be enforceable in whole or in part. Noteholders should be aware that the Trustee has not investigated any of the above matters and is solely reliant on the Issuer and the Programme Coordinator to take all necessary steps to ensure that the Charging Instrument is valid and enforceable in the manner envisaged over the relevant assets.

3.4.13 Risks Related to the Fund and its operations

The performance and realisation of the Charged Assets (being principally comprised of the Series Assets), and thereby, of the Notes, is dependent on the overall performance, operations and financial condition of the Fund.

NEITHER THE ISSUER, THE TRUSTEE NOR ANY OF THE AGENTS HAVE REVIEWED THE OVERALL PERFORMANCE, OPERATIONS AND FINANCIAL CONDITION OF THE FUND OR ANY OTHER CONDITIONS OF THE FUND AT THE TIME OF THE ISSUE DATE AND DO NOT GUARANTEE OR MAKE ANY RECOMMENDATIONS OR WARRANTIES, IN ANY FORM, AS TO THE SUITABILITY OF ANY INVESTMENT, INCLUDING THROUGH PURCHASE OF THE NOTES, THE PERFORMANCE OF WHICH IS DEPENDENT ON THE FUND OR ANY OF THEIR OPERATIONS.

Any event having an adverse effect on the Fund may, through the performance of the Ordinary Shares, affect the performance of the Notes and the Issuer's ability to meet its obligations in respect of the Notes. Therefore, any event having an adverse effect on the Fund's financial results, performance, and / or growth prospects may subsequently, through the Ordinary Shares, adversely affect the performance of the Notes and the ability by the Issuer to meet its obligations in respect of the Notes, which will be dependent on the receipt by the Issuer of moneys due to it under the Charged Assets (including the Ordinary Shares).

3.4.14 Risks Related to the Valuation of the Charged Assets

(A) Valuation of the investments

The valuation of investments made by the Issuer may not always be independently verifiable due to lack of available pricing information. To the extent that any such valuation is incorrect, the Net Asset Value of the Portfolio and the price at which investors subscribe for Notes or redeem Notes may be greater or less than the actual Net Asset Value per Note. The Issuer will also pay fees to a number of service providers which such fees may be expressed as a percentage of the Net Asset Value of the Portfolio and, should the Net Asset Value of the Portfolio be overstated or understated this may result in over or underpayment to such service providers. Provided that any price or valuation is used in good faith when determining the Net Asset Value, no party shall incur any liability should such price or valuation later prove to be

incorrect. Further, save in the absence of material error, there shall be no retroactive adjustment of the Net Asset Value of the Portfolio in the event of subsequent discovery that an incorrect or inaccurate price or valuation was used to calculate the Net Asset Value of the Portfolio.

(B) Valuation

The calculation of the Net Asset Value of the Portfolio will be based largely on the valuations received from the investments made by the Issuer (the "**Underlying Investment**"). In particular, where the Underlying Investments are not actively traded, it may not be possible to objectively ascertain the value of such Underlying Investments. To the extent that any valuation provided by an Underlying Investment is incorrect or inaccurate, the Net Asset Value per Note may be erroneously high or low and this may mean that an investor subscribes for a Note at a higher price than the correct Net Asset Value per Note or redeems a Note at a lower price than the correct Net Asset Value per Note. To the extent that an Underlying Investment revises a valuation this may require an adjustment to the calculation of the Net Asset Value of the Portfolio for the relevant period.

(C) Assignment of Estimated Value

The Issuer may hold a significant number of Underlying Investments which are not actively traded or which may not be traded at all. This may make it difficult or impossible to obtain accurate prices for the purposes of valuing such Underlying Investments. This may necessitate using financial modelling or other valuation techniques to obtain fair value for the Underlying Investments. Nevertheless to the extent that estimates and assumptions are used to value Underlying Investments there may be alternations in circumstances or market conditions that may lead to the revaluation of certain assets, which may result in a material increase or decrease in the Net Asset Value of the Portfolio. There may also be significant discrepancies between valuations and sale prices obtained by the Issuer, due in part to the fact that purchasers of assets are using different information or methodologies to value the assets. In particular where the Issuer is required to dispose of Underlying Investments hastily, e.g. to fund redemption requests or in adverse market conditions, this may have a deleterious effect on the sale price realised by the Issuer.

In determining the Net Asset Value the Calculation Agent may assign an estimated value based on comparable and internally designed assumptions for illiquid securities that do not have a tradeable market and for which a valuation report (or other means of valuation as contemplated above) is not available.

(D) Use of Valuations and Appraisals

Valuations or appraisals are intended to be an estimate of value rather than a precise indication at the price an asset may be sold by the Issuer. Generally, appraisals will consider the financial aspects of a real estate asset, market transactions and the relative yield for an asset measured against alternative investments and be supported by a number of assumptions and subject to a number of qualifications. Ultimate realisation of the market value of a real estate asset will depend to a great extent on economic and other conditions beyond the control of any fund or investment vehicle ("**Underlying Vehicles**")

into which the Issuer invests. Appraised or otherwise determined values will not necessarily represent the price at which a real estate asset would sell, since market prices of real estate assets will only ultimately be capable of being determined by negotiations between a willing buyer and seller. If an Underlying Vehicle were to liquidate a particular real estate asset, the realised value may be more than or less than the appraised value or other valuation of such asset. The valuation of an asset is inherently subjective due to the individual nature of each property. As a result, valuations are subject to uncertainty. There is no assurance that the valuations of the real estate assets belonging to an Underlying Vehicle will reflect actual sale prices, even where any such sales occur shortly after a valuation date.

(E) Capital Statement Report Time Lag

For illiquid alternative investments for which the Calculation Agent relies on a capital statement in order to calculate Net Asset Value, there is a time lag between the value that is being reported in the price of the Notes and the timing of publishing. Therefore, the published NAV per Note may reflect a value of the Charged Assets that is historic (by up to several weeks) rather than current.

3.5 Summary of Principal Underlying Investment Risks

As with any investment, you could lose all or part of your investment in the Notes, and the Notes' performance could trail that of other investments. The Notes are subject to one or more of the principal risks noted below (either directly or through the Issuer's investments in Series Assets), any of which may adversely affect the Notes' Net Asset Value, trading price, yield, total return and ability to meet its investment objective.

3.5.1 Counterparty Risk

The Issuer bears the risk that the Fund may default on its obligations (if any) or otherwise fail to honour its obligations to holders of Ordinary Shares or under the Private Placement Memorandum. In such case the Issuer will lose money and the value of an investment in the Notes may decrease.

3.5.2 Credit Risk

The financial condition of an issuer of securities may cause it to default or become unable to pay interest or principal due or otherwise fail to perform. The Issuer cannot collect interest, principal or other payments due on securities if the issuer of such securities defaults. While the Issuer attempts to limit credit exposure in a manner consistent with its investment objective, the value of an investment in the Notes may change quickly and without warning in response to issuer defaults and changes in the credit ratings of the Issuer's investments.

3.5.3 Investment Risk

As with all investments, an investment in the Notes is subject to investment risk. Noteholders could lose money, including the possible loss of the entire principal amount of an investment, over short or long periods of time.

3.5.4 Liquidity Risk

The Ordinary Shares are an illiquid investment. In the event that the Issuer defaults or the Notes are subject to redemption (including but not limited any redemption to facilitate the

redemption of the Notes on the Final Maturity Payment Date) there is no assurance that the Ordinary Shares can be timely redeemed such that value can be realised for investors. There is currently no active secondary market for the Ordinary Shares and it is not expected that such a market will develop. There can be no assurance that the liquidity of the investments of the Master Fund will always be sufficient to meet redemption requests as, and when, made. Any lack of liquidity may affect the liquidity of the Ordinary Shares of the Fund and the value of its investments.

3.5.5 871(m)

The Notes will not be treated as subject to 871(m) of the US Internal Revenue Code of 1986 as amended.

3.5.6 Market Trading Risk

A holder of the Notes faces numerous market trading risks, including the potential lack of an active market for the Notes, losses from trading in secondary markets and periods of high volatility. ANY OF THESE FACTORS, AMONG OTHERS, MAY LEAD TO THE NOTES TRADING AT A PREMIUM OR DISCOUNT TO NET ASSET VALUE.

AS WITH ANY INVESTMENT YOU COULD LOSE ALL OR PART OF YOUR INVESTMENT IN THE NOTES AND THE NOTES' PERFORMANCE COULD TRAIL THAT OF OTHER INVESTMENTS. YOUR ATTENTION IS DRAWN TO THE PRIVATE PLACEMENT MEMORANDUM AS DEFINED BELOW AND ATTACHED AS AN APPENDIX OR APPENDIXES TO THIS SERIES MEMORANDUM. IN PARTICULAR PROSPECTIVE INVESTORS SHOULD NOTE THE SECTION OF THE PRIVATE PLACEMENT MEMORANDUM ENTITLED "RISKS FACTORS". PROSPECTIVE INVESTORS SHOULD NOT INVEST IN THE NOTES WITHOUT TAKING INDEPENDENT ADVICE ON THE RISKS SET OUT THEREIN.

THE CONSIDERATIONS SET OUT ABOVE ARE NOT, AND ARE NOT INTENDED TO BE, A COMPREHENSIVE LIST OF ALL CONSIDERATIONS RELEVANT TO A DECISION TO PURCHASE OR HOLD ANY NOTES. THE ATTENTION OF INVESTORS IS ALSO DRAWN TO THE SECTIONS HEADED 'RISK FACTORS' IN THE PROGRAMME MEMORANDUM.

4 CONDITIONS OF THE NOTES

The Noteholders should note that all capitalised terms used not otherwise defined below shall have the meanings respectively ascribed to them by (i) Special Condition 5.1 (Definitions) below or (ii) the Master Definitions (November 2018 Edition).

The Conditions of the Notes shall consist of the Master Conditions (November 2018 Edition) as completed, amended, restated, varied, modified, supplemented, extended, renewed, or replaced by the terms set out in the table below and by the special conditions set out in Section 5 (*Special Conditions of the Notes*) of this Series Memorandum.

The Issuer intends that any Further Notes (as defined herein) shall (save in respect of the relevant issue date) have the same Conditions as, and form a single Series with, the Notes of Series 376 Ayres Recovery Fund.

Programme:	ETPCAP Programme
Series:	Ayres Recovery Fund Limited (Series 376) Notes due 2030
Series Number:	376
Tranche Number:	1
ISIN Code:	XS2262803831
Common Code:	226280383
Delivery:	Issue Agent shall deliver notes to the Issuer in free of payment form prior to the subscription by Noteholders.

Issue Date:	30 November 2020
Maturity Date:	29 November 2030
Extended Maturity Date:	See Special Condition 5.10 (Extended Maturity Date)
Principal Amount:	USD 15,000,000
Currency:	USD
Authorised Denomination:	USD 1,000, provided that the minimum principal amount of Notes which an investor may subscribe for is USD 125,000.
Initial Subscription Price:	100%
Subscription Price:	NAV per Note or such other price as may be determined by the Calculation Agent

Issuer:	ETPCAP2 Designated Activity Company
Programme Coordinator:	FlexFunds ETP, LLC
Back Office Agent:	GWM LTD
Trustee:	Intertrust Trustees Limited
Calculation Agent:	FlexFunds ETP, LLC
Charged Assets Realisation Agent:	FlexFunds ETP, LLC
Issue Agent:	The Bank of New York Mellon, London Branch

Principal Paying Agent:	The Bank of New York Mellon, London Branch

Status of the Notes:	Secured and limited recourse obligations of the Issuer ranking *pari passu* without any preferences amongst themselves secured as set out under "Security" below and subject to the priority set out under "Priority" below.
Priority:	Counterparty Priority applies.
Type of Note:	Variable Coupon Amount Note
Interest Period:	As regards the first interest period, the period from and including the Issue Date to and excluding the first Interest Determination Date and as regards all subsequent interest periods the period from and including an Interest Determination Date to and excluding the next Interest Determination Date or to and including, as applicable, the Maturity Date, the Extended Maturity Date or any Early Redemption Date, as applicable.
Interest Determination Date:	Any Business Day at the discretion of the Calculation Agent following receipt of a dividend, distribution or similar payment in respect of the Series Assets.
Interest Rate:	The Notes shall receive a total return based on the performance of the Portfolio during the Interest Period.
Interest Amount:	The amount determined by the Calculation Agent being: 1. the Distribution Proceeds; less 2. any costs, expenses, taxes and duties incurred in connection with the receipt of such revenue; and 3. subject to deduction of any outstanding fees pursuant to Special Condition 5.8 (Fees).
Interest Payment Dates:	Any Business Day not less than 5 but no later than 10 Business Days following an Interest Determination Date. At least 2 Business Days prior to such Interest Payment Date, the Calculation Agent shall provide to the Principal Paying Agent a notice setting out the Interest Payment Date and Interest Amount payable. For the avoidance of doubt the "Interest Payment Date" shall be deemed to be the date on which the Interest Amount is wired by the Issuer to the Principal Paying Agent.
Listing:	An application has been made for admission of the Notes to the official list of the Third Market of the Vienna Stock Exchange. Such listing is expected to take place on or about the Issue Date; however no assurance is given that approval of such application will be granted.
Selling Restrictions:	The Notes will not be offered to the public in any jurisdiction. See *'Selling Restrictions'* below and in the Programme Memorandum.
Form of Notes:	Bearer Notes

The Notes will initially be represented by:	Temporary Global Note
Applicable TEFRA exemption:	D Rules
Exchange of Temporary Global Note or Permanent Global Note:	The Temporary Global Note or, as the case may be, Permanent Global Note, will be exchangeable, in whole but not in part, for a definitive Bearer Note if: 1. Euroclear or Clearstream, Luxembourg or any other clearing system in which the Permanent Global Note or, as the case may be, Temporary Global Note is for the time being deposited terminates its business and no alternative clearing system, satisfactory to the Trustee and the Principal Paying Agent is available; or 2. the Notes become due and payable in accordance with Condition 4 (Events of Default) and payment is not made on due presentation of the Temporary Global Note or, as the case may be, Permanent Global Note, for payment.
Business Day Convention:	Following Business Day Convention applies
Redemption Amount:	Unless previously redeemed, the Notes will be redeemed by a payment in respect of each Note on the Final Maturity Payment Date of an amount in USD equal to the Redemption Amount. The Final Maturity Payment Date may be significantly later than the Maturity Date or Extended Maturity Date. See Special Condition 5.3 (Redemption Amount)
Early Redemption Amount:	See Special Condition 5.4 (Early Redemption Amount)
Optional Redemption and Purchase:	See Special Condition 5.5 (Optional Redemption and Purchase)
Mandatory Redemption:	See Special Condition 5.6 (Mandatory Redemption)
Reports, calculations, determinations and notifications:	The Programme Coordinator will publish a summary of the NAV Report received from the Calculation Agent on Bloomberg and will disseminate the NAV to SIX Financial Information USA Inc. and to the Vienna Stock Exchange. See Special Condition 5.7 (Reports, calculations, determinations and notifications)
Fees:	The amounts payable under the Notes are based on the performance of the Charged Assets after deduction of fees due to the Trustee, the Programme Coordinator and any Agents, and any other transaction related fees incurred by the Issuer in respect of the issuance of the Notes.

	All fees are payable prior to any amounts being payable in respect of the Notes to any Noteholders. The fees will be applied in calculating the value of the Portfolio and therefore will result in a reduction in the Net Asset Value of the Notes (unless otherwise satisfied). See Special Condition 5.8 (Fees)
Further Issues:	See Special Condition 5.9 (Further Issues)
Governing Law:	The Notes and any dispute or claim arising out of or in connection with them (including non-contractual obligations, disputes or claims) shall be governed by and construed in accordance with Irish law. The courts of Ireland shall have non-exclusive jurisdiction in respect of any dispute. The Programme Account Agreements are governed by English law and the courts of England and Wales may have jurisdiction over any dispute or claim relating thereto. The Supplemental Cayman Islands Security is governed by Cayman Islands law and the Cayman Islands Courts may have jurisdiction over any dispute or enforcement proceedings relating thereto.

Portfolio Management	
Portfolio Manager:	Not applicable.
Portfolio Management Agreement:	Not applicable.
Investment Objective:	Not applicable.
Management Criteria:	Not applicable.
Investment Strategy:	Not applicable.
Portfolio Restrictions:	Not applicable.
Eligible Portfolio Asset:	Not applicable.

Series Assets:	
Series Assets:	(1) The Ordinary Shares, (2) the Letter Agreement; and (3) any and all investments, agreements, contracts, shareholder and/or Fund interests acquired by the Issuer in relation to the Notes and any and all related investments, monies, credit balances, assets or related contracts, trading positions, any sums standing to the credit of a deposit account (if any) or beneficial interests in any assets, to the extent any of the foregoing is: (i) held, carried and / or maintained by the Issuer, the Trustee and / or any of the Agents, in relation to the Notes; or (ii) established, agreed or obtained by the Issuer in relation to the Notes.

Ordinary Shares:	The Class E ordinary shares in Ayres Recovery Fund Limited (the "**Fund**"), a Cayman Islands exempted company, invested in by the Issuer with the proceeds of the issuance of the Notes.

Security	
Charged Assets:	The Charged Assets shall be (i) the Series Assets and (ii) the Related Rights.
Related Rights:	All rights of the Issuer derived from or connected to the Series Assets including, without limitation, any rights to receive additional shares or other securities, assets or rights or any offers in respect thereof (whether by way of bonus issue, option rights, exchange, substitution, conversion or otherwise) or to receive monies (whether by way of redemption, return of capital, interest, dividend, distribution, income or otherwise) in respect of the Series Assets.
Charging Instrument:	Pursuant to an equitable mortgage in respect of the Series Assets entered into between the Issuer and the Trustee and dated on or about the date of the purchase of the initial Ordinary Shares the Issuer will grant in favour of the Trustee, as security for itself, and the Secured Parties, a security interest governed under the laws of the Cayman Islands over the Issuer's interest in the initial Ordinary Shares and all other Ordinary Shares in the Fund from time to time legally or beneficially owned by the Issuer (such security, the "**Supplemental Cayman Islands Security**" or the "**Charging Instrument**").

5 SPECIAL CONDITIONS OF THE NOTES

5.1 Definitions

Words set out in italics in these Conditions do not form part of the definitions for the purpose of the Constituting Instrument and the documents constituted thereby. In the event of a conflict between the Conditions and the Special Conditions, the Special Conditions shall prevail.

"**Account Bank Agreement**" means the account bank agreement executed on 30 November 2018 and having effect from 5 November 2018 between the Issuer, the Trustee and The Bank of New York Mellon, London branch as the same may be amended, restated, amended and restated, novated, varied, supplemented, substituted, assigned, extended or otherwise replaced or redesignated from time to time;

"**Distribution Proceeds**" means the proceeds of a dividend, interest payment or other distribution in respect of the Charged Assets or the proceeds from a winding up, compulsory redemption, buy-back or liquidation of less than all of the Ordinary Shares, provided that, for the avoidance of doubt, any amount realised from a liquidation of the Charged Assets to fund the payment of fees or expenses of the Issuer or pursuant to a redemption or purchase of the Notes shall not form part of the Distribution Proceeds;

"**Early Redemption Date**" means, as applicable, in the case of a redemption pursuant to Condition 2.5.2 (*Optional Redemption by the Issuer*) the Optional Redemption Date, in the case of a redemption pursuant to Condition 2.5.1 (*Optional Redemption by the Noteholder*), the Noteholder Redemption Date or the date specified in the notice given pursuant to a Mandatory Redemption Event, Additional Mandatory Redemption Event or Event of Default;

"**Early Redemption Payment Date**" means five (5) Business Days following the day that the Issuer receives the aggregate Realisable Value pursuant to Special Condition 5.4 (*Early Redemption Amount*). The Early Redemption Payment Date may be significantly later than the Early Redemption Date. See "*Risk Factors – Payments*".

"**ETPCAP Programme**" means the EUR 5,000,000,000 Secured Note Programme of the Issuer;

"**Final Maturity Payment Date**" means five (5) Business Days following the day that the Issuer receives the aggregate Realisable Value pursuant to Special Condition 5.3 (*Redemption Amount*). The Final Maturity Payment Date may be significantly later than the Maturity Date or the Extended Maturity Date, as applicable. *See Risk Factors – Payments*";

"**Fund**" means Ayres Recovery Fund Limited;

"**Letter Agreement**" means the agreement entered into on or about the Issue Date between the Issuer, Ayres Recovery Master Fund Limited, Ayres Recovery Fund Limited, Ayres Investment Management LLP and the Trustee that supplements the Private Placement Memorandum, appended to this Series Memorandum;

"**NAV per Note**" means the aggregate Net Asset Value of the Portfolio divided by the total number of Notes subscribed for;

"**NAV Report**" means a report provided to the Issuer and the Programme Coordinator by the Calculation Agent setting out the calculation of the Net Asset Value of the Portfolio (net of any fees as described under Special Condition 5.8 (Fees);

"**NAV Calculation Date**" means the last Business Day of each calendar month, provided that the Calculation Agent may in its sole discretion elect that the NAV Calculation Date shall mean any calendar day of any calendar month by notifying the Issuer, the Trustee and the Noteholders in accordance with Condition 7 (*Notices*);

"**NAV Report Date**" means two Business Days after each NAV Calculation Date;

"**Net Asset Value**" means, in respect of the Notes, the value for each component of the Series Assets (net of any fees as described under Special Condition 5.8 (*Fees*)), as provided by the Calculation Agent to the Issuer and the Programme Coordinator, as the case may be, on or before the NAV Report Date;

"**Net Proceeds**" means an amount determined by the Calculation Agent being the pro rata share of the Realisable Value of the Charged Assets in respect of one Note; less the pro rata share in respect of one Note of each of the following:

(a) any redemption and settlement costs and expenses in respect of the Charged Assets;

(b) any fees, costs or expenses owing to the Trustee and the Agents in connection with the Notes;

(c) any fees payable to the Programme Coordinator in connection with the Notes; and

(d) any other outstanding fees, costs or expenses payable by the Issuer in connection with the Notes;

"**Optional Redemption**" means a redemption of the Notes pursuant to Condition 2.5 as amended by Special Condition 5.5;

"**Optional Redemption Payment Date**" means the Early Redemption Payment Date;

"**Portfolio**" means the Series Assets;

"**Private Placement Memorandum**" means the offering memorandum of the Fund, dated August 2020, as amended, restated, amended and restated or supplemented from time to time, appended to this Series Memorandum;

"**Programme Accounts Security Agreement**" means the security assignment of contractual rights and charge over bank accounts dated 5 November 2018 between the Issuer and the Trustee, as the same may be amended, restated, amended and restated, novated, varied, supplemented, substituted, assigned, extended or otherwise replaced or redesignated from time to time;

"**Programme Coordinator Default**" means if any of the following events occur (in the sole discretion of the Issuer) in respect of the Programme Coordinator and a substitute programme coordinator is not appointed (such appointment to be approved in writing by the Trustee provided that the approval shall not be unreasonably withheld or delayed) is not made within 90 days of the occurrence of the relevant event. If the Programme Coordinator:

1. is dissolved (other than pursuant to a consolidation, amalgamation or merger);

2. becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;

3. makes a general assignment, arrangement or composition with or for the benefit of its creditors;

4. (A) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (B) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-

up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (A) above and either (I) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (II) is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution or presentation thereof;

5. has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);

6. seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;

7. has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 15 days thereafter;

8. causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses 1. to 7. above (inclusive);

9. takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts; or

10. becomes unable, or fails to within 10 days of receiving notice from the Trustee or the Issuer, to perform its duties under the Notes;

"**Realisable Value**" means an amount determined by the Calculation Agent being the proceeds of sale or other means of realisation of the Charged Assets less any costs, expenses, taxes and duties incurred in connection with the disposal or transfer of the Charged Assets by the Charged Assets Realisation Agent;

"**Redemption Amount**" means an amount equal to the greater of (i) zero and (ii) the Net Proceeds;

"**Secured Obligations**" means a fixed charge and an assignment by way of fixed security of, or other security interest over, the Charged Assets and all rights and sums derived therefrom in favour of the Trustee for itself as trustee for the Secured Parties provided under Series 376 Ayres Recovery Fund;

"**Security**" means (i) the security constituted by the Trust Deed entered into by the execution of the Constituting Instrument, (ii) the Charging Instrument and (iii) the Programme Accounts Security Agreement;

"**Series 376 Ayres Recovery Fund**" means the Series constituted pursuant to the Constituting Instrument;

"**Supplemental Cayman Islands Security**" means a security interest governed under the laws of the Cayman Islands overs the Issuer's interest in the initial Ordinary Shares and all other Ordinary Shares in the Fund from time to time legally of beneficially owned by the Issuer.

"**Unwind Account Custody Agreement**" means the unwind account custody agreement executed on 30 November 2018 and having effect from 5 November 2018 between the Issuer, the Trustee and The Bank of New York Mellon, London branch as the same may be amended, restated, novated, varied, supplemented, substituted, assigned, extended or otherwise replaced or redesignated from time to time.

5.2 Interest

5.2.1 Condition 1 (*Interest*) shall apply to the Notes read with this Special Condition 5.2 (*Interest*).

5.2.2 The Calculation Agent will, on or as soon as practical after each Interest Determination Date, determine the Interest Rate and calculate the Interest Amount for the relevant Interest Period. The Calculation Agent shall inform the Trustee, the Issuer, the Principal Paying Agent and each of the Paying Agents of the amount payable and interest shall be paid in accordance with the Conditions and the Agency Agreement.

5.3 Redemption Amount

5.3.1 The Redemption Amount of the Notes shall be determined in accordance with Condition 2.4 (*Redemption Amount of Notes*) read with this Special Condition 5.3 (*Redemption Amount*).

5.3.2 Unless previously redeemed or purchased, each Note will be redeemed by a payment in respect of each Note of the Redemption Amount on the Final Maturity Payment Date save where Notes are redeemed pursuant to Condition 2.4.6.

5.3.3 No interest or other amount shall accrue or be payable in respect of the Notes in respect of the period from and including the Maturity Date or, as applicable, the Extended Maturity Date, to and including the Final Maturity Payment Date.

5.4 Early Redemption Amount

5.4.1 The Early Redemption Amount of the Notes shall be determined in accordance with Condition 2.4 (*Redemption Amount of Notes*) read with this Special Condition 5.4 (*Early Redemption Amount*).

5.4.2 In the event of:

(A) the Notes becoming due and payable pursuant to Condition 2.2 (*Mandatory Redemption*) the Charged Assets Realisation Agent shall, on behalf of the Issuer sell or procure the sale or other means of realisation of the Charged Assets and the applicable amount payable in respect of each Note will be the pro rata share of the Net Proceeds of such sale or other means of realisation; or

(B) any Notes becoming due and payable pursuant to an Optional Redemption, the Charged Assets Realisation Agent shall, on behalf of the Issuer sell or procure the sale or other means of realisation of the applicable amount of Charged Assets and the applicable amount

payable in respect of each Note will be the pro rata share of the Net Proceeds of such sale or other means of realisation; or

(C) redemption of the Notes pursuant to Condition 4 (*Events of Default*) the applicable amount payable in respect of each Note shall be the amount available by applying the portion available to the Noteholders pursuant to Condition 3.3 (*Application*) of the Net Proceeds of enforcement of the security in accordance with Condition 3 (*Security*) pari passu and rateably between the Notes,

(such amount being the "**Early Redemption Amount**" and the term "**Redemption Amount**" includes the Early Redemption Amount).

5.4.3 Redemption of the Notes at their Early Redemption Amount shall not constitute an Event of Default.

5.4.4 The Early Redemption Amount will be paid on the Early Redemption Payment Date.

5.4.5 No interest or other amount shall accrue or be payable in respect of the Notes in respect of the period from and including the Early Redemption Date to and including the Early Redemption Payment Date.

5.5 Optional Redemption and Purchase

5.5.1 Optional Redemption by the Issuer

Condition 2.5.2 (*Optional Redemption by the Issuer*) shall apply to the Notes.

5.5.2 Optional Redemption by the Noteholder

Condition 2.5.1 (*Optional Redemption by the Noteholder*) shall apply to the Notes read with this Special Condition 5.5.2 (*Optional Redemption by the Noteholder*).

The Issuer shall, subject to compliance with all relevant laws, regulations and directives, at the option of the holder of any Note, redeem such Note on the date or dates specified below at its Early Redemption Amount together with interest accrued to the date fixed for redemption.

Any optional redemption shall be subject to there being sufficient liquidity in the Charged Assets to fund such redemption, as determined by the Calculation Agent and permitted by the Fund (as described below).

To exercise such option the holder must deposit the relevant Note with any Paying Agent at its specified offices, together with a duly completed notice of Redemption ("**Redemption Notice**") in the form obtainable from any Principal Paying Agent (and subject to Special Condition 5.5.3):

(i) in respect of Weekly Redemptions (as defined below) not more than 30 nor less than 3 Business Days prior to the Noteholder Redemption Date; and

(ii) in respect of Monthly Redemptions (as defined below), not more than 30 nor less than 5 Business Days prior to the Noteholder Redemption Date,

provided that, in the case of any Note represented by a Global Note registered in the name of a nominee for a Clearing System, the Noteholder must deliver such Redemption Notice together with an authority to the Clearing System (in each case, as appropriate) to debit such Noteholder's account accordingly. No Note (or authority) so deposited may be withdrawn (except as provided in the Constituting Instrument) without the prior written consent of the Issuer.

Once Redemption Notices are submitted the Issuer will submit a written notice to the Fund requiring redemption of Ordinary Shares by the Fund (in proportion to the optional redemption orders submitted by Noteholders). Subject to the liquidity requirements set out in the Private Placement Memorandum, including the minimum notice period for redemptions, the Fund shall redeem Ordinary Shares on the next available redemption date, as specified in the Private Placement Memorandum, and the Issuer shall then redeem any Notes subject to a Redemption Notice on the Early Redemption Payment Date following receipt of funds from the Fund in connection with the redeemed Ordinary Shares.

For the purposes of this Special Condition 5.5.2:

"**Monthly Liquidity Effective Date**" means the date specified as such in the Monthly Liquidity Notice provided that such date may not occur (a) earlier than one month following delivery of the Monthly Liquidity Notice; and (b) later than two months following the date on which the Monthly Liquidity Notice is delivered.

"**Monthly Liquidity Notice**" means a written notice from the Issuer to the Trustee, Principal Paying Agent and Noteholders stating that, on and from the Monthly Liquidity Effective Date (as defined above), Redemption Notices shall be subject to Monthly Redemption.

The Issuer shall only deliver a Monthly Liquidity Notice to the Trustee, Principal Paying Agent and Noteholders if it itself has received no less than two month's prior to the Monthly Liquidity Effective Date: (i) written notice from Ayres or the Fund requesting the Issuer to deliver the Monthly Liquidity Notice and specifying the Monthly Liquidity Effective Date and (ii) the Private Placement Memorandum as amended, restated, amended and restated or supplemented to reflect that on and from the date specified therein redemption of Ordinary Shares by the Fund will be on a monthly rather than weekly basis.

Once delivered, the Monthly Liquidity Notice is irrevocable.

"**Noteholder Redemption Date**" means, in respect of Redemption Notices submitted (each as subject to Special Condition 5.5.3 (Temporary Suspension of Redemptions) below):

(A) prior to the Monthly Liquidity Effective Date (as defined above), Wednesday of each calendar week (unless such Wednesday

is not a Business Day whereupon the Noteholder Redemption Date shall be the next Business Day immediately following) of each year that the Notes remain outstanding (a "**Weekly Redemption**"); and

(B) on or subsequent to the Monthly Liquidity Effective Date, the last Business Day of each calendar month of each year that the Notes remain outstanding (a "**Monthly Redemption**").

5.5.3 **Temporary Suspension of Redemptions**

No Redemption Notices may be delivered or will be accepted between (i) the date falling seven (7) Business Days following the date of delivery of the Monthly Liquidity Notice; and (ii) the Monthly Liquidity Effective Date.

5.5.4 **Supplement to Series Memorandum**

Within seven (7) Business days following the delivery of a Monthly Liquidity Notice, the Issuer shall supplement this Series Memorandum and the supplement shall include language substantively similar to the below:

"**Optional Redemption by the Noteholder**

Potential investors should be aware that on and from [insert date] herein, the Monthly Liquidity Effective Date shall become effective and Redemption Notices submitted by Noteholders on and from such date shall be subject to Monthly Redemptions rather than Weekly Redemptions (as each term is defined in Special Condition 5.5.2).

The Private Placement Memorandum has been amended, restated, amended and restated or supplemented in the form attached to this supplement to, [amongst other things], reflect the change from Weekly Redemptions to Monthly Redemptions and shall, on and from the date hereof, be deemed to be the Private Placement Memorandum appended to the Series Memorandum and all references to "Private Placement Memorandum" in the Series Memorandum shall be deemed to refer to such amended, restated, amended and restated or supplemented Private Placement Memorandum.

Attention is drawn to the Risk Factor herein "*'Optional Redemption by the Noteholders*"."

5.5.5 **Optional Purchase**

Condition 2.5.4 (*Optional Purchase*) shall apply to the Notes read with this Special Condition 5.5.5 (*Optional Purchase*). Accordingly, the Issuer at any time after receipt of a notice from the Programme Coordinator specifying the number of Notes to be purchased and details of the Noteholder(s) from whom the relevant Notes are to be purchased (such notice, an "**Optional Purchase Notice**"), subject to compliance with all relevant laws, regulations and directives, shall purchase such Notes in accordance with Condition 2.6 (*Purchase*).

In determining what proportion of Charged Assets corresponds to the proportion of Notes to be purchased, the Issuer shall be entitled to rely on advice given to it by the Calculation Agent.

5.6 Mandatory Redemption

5.6.1 Condition 2.2. (*Mandatory Redemption*) shall apply to the Notes read with this Special Condition 5.6 (*Mandatory Redemption*). Each of the following shall be Additional Mandatory Redemption Events for the purposes of Condition 2.2.2:

(A) the Issuer (in its sole discretion) determines that an Programme Coordinator Default has occurred; or

(B) (i) a compulsory redemption (howsoever described) of the Charged Assets; or (ii) a distribution or return of capital and / or assets to holders of the Charged Assets following the winding up, redemption, buy-back or liquidation of all of the Ordinary Shares; or

(C) the Fund notifies the Issuer that a "Key Man Event" (as defined in the Private Placement Memorandum) has occurred and the Programme Coordinator, in its sole discretion, determines that such event shall be an Additional Mandatory Redemption Event provided that the Programme Coordinator may choose to require an Extraordinary Resolution of the Noteholders prior to making such determination; or

(D) the Fund or Ayres fail to comply in any material respect (as determined by the Programme Coordinator in its absolute discretion) with the Private Placement Memorandum and/or the Letter Agreement, including but not limited to the failure to provide when due any financial statement, impairment assessment report or independent audit confirmation.

5.7 Reports, calculations, determinations and notifications

5.7.1 Following receipt by the Programme Coordinator and the Issuer of the NAV Report from the Calculation Agent on the NAV Report Date, the Programme Coordinator will publish a summary of the NAV Report on Bloomberg and will disseminate the NAV to SIX Financial Information USA Inc. and to the Vienna Stock Exchange.

5.7.2 The NAV Report and the summary thereof will be an estimated valuation of the Portfolio and shall not be interpreted as an indication of the expected Redemption Amount of the Notes. In particular, the calculation for the Net Asset Value of the Portfolio will be comprised of an estimated valuation, as at the NAV Calculation Date, of the Ordinary Shares. The NAV Report and the summary thereof shall take account of any fees, expenses or charges that apply to the Notes, and is subject to amendment and / or corrections at any time without giving notice to any person. The value of the Ordinary Shares will be based on either (a) the valuation statement received from Ayres and/or any agent of the Fund, or (b) the audited financial statements of the Fund (whichever of (a) and (b) is most recently available on the relevant NAV Calculation Date). The

valuation of the Ordinary Shares used to calculate the Net Asset Value of the Portfolio on the NAV Calculation Date may not be current as of such date, therefore the valuation of the Ordinary Shares used to calculate the Net Asset Value of the Portfolio on the NAV Calculation Date may differ from the actual value of the Ordinary Shares on such NAV Calculation Date.

5.7.3 Whenever any matter falls to be determined, considered or otherwise decided upon by the Calculation Agent or any other person (including where a matter is to be decided by reference to the Calculation Agent's or such other person's opinion), unless otherwise stated, that matter shall be determined, considered or otherwise decided upon by the Calculation Agent or such other person, as the case may be, in its sole and absolute discretion. The Calculation Agent has agreed in the Constituting Instrument to comply with its obligations set out in these Conditions.

5.7.4 Each Transaction Participant (other than the Calculation Agent) shall be entitled to rely on any certification, notification, calculation or determination of the Calculation Agent given or copied to it as being true and accurate for all purposes and none of them shall be obliged to make any investigation or enquiry into any such certification, notification, calculation or determination or into the basis on which such certification, notification, calculation or determination was prepared, given or made.

5.7.5 The Calculation Agent shall consider the value of Series Assets for which no valuation has been provided to be either (i) the cost of the Series Asset or (ii) zero, in its sole discretion and shall not be required to modify the recorded value of such Series Assets until provided with a supported valuation by Ayres and / or any agent of the Fund or Ayres. The Calculation Agent is entitled to rely on any certification, notification, calculation, determination or announcement made by or on behalf of Ayres, the Fund and / or any agent of the Fund or Ayres in connection with the Series Assets and shall not be obliged to make any investigation or enquiry into, and shall incur no liability to any person for relying on, any such certification, notification, calculation, determination or announcement reasonably believed by it to be genuine and made by or on behalf of Ayres, the Fund and/or any agent of Ayres or the Fund.

5.8 Fees

Fees Payable by the Issuer

The Issuer will be required to pay certain fees and expenses in connection with the Notes which shall include, but not be limited to the following:

(1) fees and expenses payable to the Trustee in accordance with the terms of the Series Trust Deed;

(2) fees and expenses payable to the Agents in accordance with the Agency Agreement;

(3) the Programme Coordinator Fee (as defined below);

(4) any other fees, costs and expenses payable by the Issuer which are directly attributable to the Notes, including:

(aa) costs incurred in connection with the issuance, listing and clearing of the Notes and / or the performance of obligations in relation thereto;

(bb) any commissions, fees, costs and expenses payable by the Issuer pursuant to the Series Constituting Instrument and the Series Documents as defined therein;

(cc) any fees, costs and expenses of the Corporate Services Provider of the Issuer payable by the Issuer or the Programme Coordinator in respect of the Notes;

(dd) any legal fees and disbursements payable by the Issuer, the Programme Coordinator or the Trustee to Mason Hayes and Curran LLP, A&L Goodbody or any other legal advisers to the Issuer, the Programme Coordinator or the Trustee in respect of the issuance of the Notes;

(5) a portion, as determined by the Calculation Agent (based on an equal allocation among each Series of Notes or such other method of allocation as the Calculation Agent considers to be fair and reasonable), of any fees, costs and expenses incurred by the Issuer in respect of the Programme or the general maintenance or operation of the Issuer which are not directly attributable to any Series of Notes;

(6) a total of EUR 1,000 per annum shall be retained by the Issuer (the "**Annual Retained Amount**") in respect of all Series in issuance. A portion of the Annual Retained Amount will be attributed to this Series of Notes in an amount to be determined by the Calculation Agent acting in its sole and absolute discretion;

(7) in relation to any acquisition of the Charged Assets, all commissions, fees, charges and expenses (including, without limitation, any stamp duty, documentary or transfer or other taxes or duties payable in respect of the acquisition of such Charged Assets) incurred or payable by the Issuer; and

(8) in relation to any realisation of the Charged Assets, all commissions, fees, charges and expenses (including, without limitation, any stamp duty, documentary or transfer or other taxes or duties payable in respect of the sale or other realisation of any such Charged Assets) incurred or payable by the Charged Assets Realisation Agent in respect of such sale or other realisation, as certified by the Back Office Agent to the Issuer and the Trustee.

Any amounts payable under the Notes are based on the performance of the Charged Assets net of the fees, costs and expenses described above. The fees, costs and expenses will be applied in calculating the value of the Portfolio and therefore will result in a reduction in value of the Notes.

Programme Coordinator Fee

Under the terms of the Arrangement Agreement, the Issuer has agreed to pay a fee to the Programme Coordinator (the "**Programme Coordinator Fee**"). The Programme Coordinator Fee shall be determined by the Calculation Agent and shall be equal to the balance of the Facilitation Fee (described below) remaining following provision being made by the Calculation Agent for the payment by the Issuer of the fees and expenses described in paragraphs (1), (2), (4), (5) and (6) above. The Programme Coordinator Fee shall be payable within ten Business Days of the end of each calendar quarter.

Fees Payable to the Issuer

In consideration of the investments to be made by the Issuer in the Fund, the Fund has agreed to pay the Issuer out of the Class E Shares a facilitation fee (the "**Facilitation Fee**").

The Facilitation Fee shall be calculated as an annual fee in an amount equal to (i) 0.35% of the first USD 50,000,000 ("Threshold Amount") and (ii) 0.30% of the Net Asset Value of any subscriptions made in excess of the Threshold Amount. The Facilitation Fee shall accrue monthly (based on the Net Asset Value as at each NAV Report Date) and shall be payable quarterly in arrear on the last Business Day of March, June, September and December in each year that the Notes remain outstanding and on the date of the final redemption of the Ordinary Shares. The Facilitation Fee is subject to a minimum payment of EUR 2,000 per month.

Payment of Fees by the Issuer

The Facilitation Fee shall be utilised by the Issuer to discharge the fees and expenses in respect of the Series (other than fees, costs and expenses arising from the acquisition or realisation of the Ordinary Shares which shall be discharged from the proceeds of the Notes or the Charged Assets). However, in the event that the Fund fails to pay the Facilitation Fee, or the Facilitation Fee is not sufficient to discharge the fees and expenses incurred by the Issuer, such fees and expenses will instead be deducted when determining any Redemption Amount and may also be deducted from any Interest payments made to Noteholders (if any). In addition, a portion of the Charged Assets may be redeemed or realised in accordance with Special Condition 5.13 *(Redemption of Charged Assets)* and the proceeds applied towards the discharge of the fees and expenses of the Issuer. This may result in a decrease of (i) the Interest Amount and/or (ii) the Net Asset Value of the Portfolio.

Fees payable in respect of the Ordinary Shares

Investors in the Notes should take note of the fees payable by the Fund and/or Master Fund including, but not limited to, the fees payable to the AIFM and Ayres (or each of their respective designees). Details of the fees payable by the Fund are set out in the Private Placement Memorandum (a copy of which is appended to the Series Memorandum). Fees payable by the Fund and/or Master Fund will result in a reduction in the value of the Ordinary Shares which shall result in a corresponding reduction in Net Asset Value of the Portfolio.

Investor in the Notes should also take note of the section in the Private Placement Memorandum titled "Adjustment Due to Deficit and Premium Subscriptions (a) Deficit Subscriptions" that provides that, in the circumstances described therein, the Fund has the power to redeem at nil value such number of Ordinary Shares as have an aggregate Net Asset Value equivalent to the Performance Fee at the end

of each Calculation Period (as each term is defined in the Private Placement Memorandum). An amount equal to the aggregate Net Asset Value (as defined in the Private Placement Memorandum) of the Ordinary Shares so redeemed will be paid directly to the Procurement Agent (as defined in the Private Placement Memorandum).

Investors should note that any such redemption of Ordinary Shares at nil value shall reduce the number of Ordinary Shares held by the Issuer.

5.9 Further Issues

Pursuant to Condition 15 (*Further Issues*) as amended and supplemented by this Special Condition 5.9 (*Further Issues*), the Issuer shall be at liberty to issue Further Notes with the express intention that such Further Notes be consolidated and form a single series with the Notes (and with any subsequent Further Notes so issued) provided that the net proceeds of issue of such Further Notes shall be invested in the Series Assets and such proceeds shall form part of the Portfolio on or about the same date as the date on which the Further Notes are issued.

5.10 Extended Maturity Date

The term of the Notes may be extended for further periods of up to ten (10) years at a time, provided that, at the request of the Issuer, the Calculation Agent, on behalf of the Issuer, has given a notice (the "**Extension Notice**") to the Trustee, the Principal Paying Agent and the Noteholders one (1) calendar month prior to the Maturity Date or any Extended Maturity Date, if applicable, stating that such extension shall take place in respect of the Notes. If no Extension Notice, or no further Extension Notices (if applicable) are delivered by the Calculation Agent, the Notes shall be redeemed on the Maturity Date or on the date stated in the final Extension Notice (such date being the "**Extended Maturity Date**").

5.11 Events of Default

An Event of Default under Condition 4.1.1 shall occur if (i) the Early Redemption Payment Date does not occur within 90 days of the relevant Early Redemption Date or (ii) the Final Maturity Payment Date does not occur within 90 days of the Maturity Date or Extended Maturity Date, as applicable.

5.12 Extraordinary Resolutions of the Noteholders

The Programme Coordinator may, in its absolute discretion, request direction to the Issuer and Trustee from the Noteholders by way of Extraordinary Resolution.

5.13 Redemption of Charged Assets

The Programme Coordinator may, at any time, give the Issuer written notice requiring it to redeem a specified number of Ordinary Shares in order to fund a redemption of Notes or to cover any fees and expenses of the Issuer. Following such written notice the Issuer or another person on its behalf shall promptly within 5 Business Days exercise the rights of an investor to redeem the specified number of Ordinary Shares, subject to the redemption provisions in the Private Placement Memorandum. Any redemption proceeds of the Ordinary Shares shall be used for the purpose specified by the Programme Coordinator in the written notice and not for any other purpose.

5.14 Note as Debt Securities

Each Note is a debt security and at all times prior to its redemption in accordance with the Conditions represents an obligation of the Issuer to repay the outstanding principal amount of that Note together with, to the extent payable in accordance with the Conditions, any interest. The obligation of the Issuer to pay the Redemption Amount (including, where relevant, the Early Redemption Amount) on the redemption of each Note in accordance with the Conditions represents the repayment of the outstanding principal amount and to the extent that the Redemption Amount:

(A) exceeds the outstanding principal amount, any such excess shall constitute interest in respect of such Note; and

(B) is less than the outstanding principal amount, the Issuer shall have no further available funds to pay the deficit and any claim in respect of such deficit shall be extinguished.

The payment by the Issuer of any amount of interest which is comprised in the Redemption Amount in accordance with paragraph (A) above shall be in addition to and without prejudice to any other payments of interest which the Issuer is otherwise required to make in accordance with the Conditions. The failure of the Issuer to repay any outstanding principal amount in the circumstances described in paragraph (B) above shall not constitute an Event of Default.

6 USE OF PROCEEDS

The entire net proceeds from the issue of the Notes and any Further Notes, will be invested by the Issuer in the Ordinary Shares on or as soon as practical following the date on which Notes or Further Notes are subscribed for.

7 INFORMATION RELATING TO THE CHARGED ASSETS

7.1.1 General

The Issuer intends to use the net proceeds of the issuance of the Notes to invest, on or as soon as practicable following the Issue Date, in Class E ordinary shares (the "**Ordinary Shares**") in Ayres Recovery Fund Limited (the "**Fund**"), an exempted limited company organized under the laws of the Cayman Islands on 17 April 2019, having its registered office at the offices of Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman KY1-1104, Cayman Islands.

The Fund is organized as a feeder fund and all of the Fund's assets (to the extent not retained in cash) are intended to be invested in the ordinary shares of Ayres Recovery Master Fund Limited (the "**Master Fund**"), an exempted company incorporated with limited liability in the Cayman Islands.

The Issuer may invest in new Ordinary Shares from time to time from the proceeds of the issuance of Notes.

The Issuer intends to limit its investment in the Ordinary Shares such that on and from the date falling 18 months following the initial subscription by the Issuer for Ordinary Shares ("**Grace Period Expiry**

Date"), the value of the investment in the Master Fund represented by the Ordinary Shares held by the Issuer shall not exceed 50% of the total amount invested in the Master Fund (the "**Maximum Investment Level**"). If at any time after the Grace Period Expiry Date the Maximum Investment Level is exceeded, the Issuer shall suspend the issuance and sale of Notes and shall make no further subscriptions for Ordinary Shares, in each case until such time as the Maximum Investment Level is no longer exceeded. Investors should note that notwithstanding the intention of the Issuer, there is no assurance that the Maximum Investment Level will not be exceeded, or that any breach will be remedied.

7.1.2 The Ordinary Shares

For a detailed description of the Ordinary Shares see the Private Placement Memorandum which are included as Appendix 1 to this Series Memorandum.

8 DESCRIPTION OF THE SECURITY ARRANGEMENTS IN RESPECT OF THE NOTES

8.1.1 Introduction

The Notes will be secured, limited recourse obligations of the Issuer. The purpose of this section is to provide further information in respect of these important features of the Notes, which are included in the Conditions. However, the following description is a summary only of certain aspects of the security arrangements and is subject in all respects to the terms of the Trust Deed, the Charging Instrument, the Programme Accounts Security Agreement and the Conditions of the Notes, of which Noteholders are deemed to have notice and by which they are bound.

The Issuer will, pursuant to the provisions of the Trust Deed, grant the security described below to the Trustee as continuing security for the payment of the Secured Obligations (being all payment and other obligations of the Issuer under the Series and the Series Documents). The Trustee shall hold such Security on behalf of itself and the other Secured Parties (which includes the Noteholders).

8.1.2 Security arrangements

The Notes will be secured by security granted over the Mortgaged Property (including the Series Assets and the Related Rights obtained with the entire net proceeds of the issue of the Notes) in favour of the Trustee for itself and as trustee for the Secured Parties. The security will be granted pursuant to the Trust Deed, the Charging Instrument and the Programme Accounts Security Agreement, each of which is described below.

8.1.3 Trust Deed

Under the Trust Deed, as amended by the terms of the Constituting Instrument, the Issuer, in favour of the Trustee for itself and as trustee for the Secured Parties, and as continuing Security, will:

(A) charge by way of fixed charge in favour of the Trustee for itself and as trustee for the Secured Parties the Charged Assets, and in respect of the Charged Assets all debts represented thereby, all rights thereof and the right to payment of all interest and other moneys in respect thereof and all rights to the delivery thereof or to an equal number or nominal amount thereof as against any clearing system or its operator or any depository thereof;

(B) charge by way of fixed charge and assign by way of fixed security assignment in favour of the Trustee for itself and as trustee for the Secured Parties all of the Issuer's rights, title, benefit and interest in, to and under the Charged Assets;

(C) charge by way of fixed charge and assign by way of fixed security assignment in favour of the Trustee for itself and as trustee for the Secured Parties all of the Issuer's rights, title, benefit and interest in, to and under the Account Bank Agreement and the Unwind Account Custody Agreement, any accounts held pursuant thereto and all sums derived therefrom to the extent that the same relate to the Notes (and no other Series);

(D) charge by way of fixed charge and assign by way of fixed security assignment in favour of the Trustee for itself and as trustee for the Secured Parties all funds and any other assets now or hereafter standing to the credit of the account of the Principal Paying Agent in respect of the Notes and the debts represented by such moneys;

(E) charge by way of fixed charge and assign by way of fixed security assignment in favour of the Trustee for itself and as trustee for the Secured Parties all of the Issuer's rights, title, benefit and interest in, to and under the Agency Agreement, the Placing Agreement and the Arrangement Agreement and all sums derived therefrom;

(F) charge by way of fixed charge and assign by way of fixed security assignment in favour of the Trustee for itself and as trustee for the Secured Parties all of the Issuer's rights, title, benefit and interest in, to and under the Letter Agreement,

in each case on terms that the Trustee shall hold the proceeds of such security for itself and on trust for the Secured Parties.

As continuing security for the due payment, performance and discharge of the Secured Obligations the Issuer as legal and beneficial owner will charge by way of floating charge in favour of the Trustee for itself and on trust for the Secured Parties all of the Mortgaged Property which are not effectually charged or assigned as described above.

8.1.4 **Charging Instrument**

Pursuant to the Charging Instrument, the Issuer will grant in favour of the Trustee, as security for itself, and the Secured Parties, a security interest

governed under the laws of the Cayman Islands over the Issuer's interest in the initial Ordinary Shares and all other Ordinary Shares in the Fund from time to time legally or beneficially owned by the Issuer.

Pursuant to the Charging Instrument, the Fund represents, amongst other things that:

1. the Ordinary Shares are duly authorised, validly issued and fully paid; and

2. there are no agreements in place which provide for the issue or allotment of, or grant to any person the right to call for the issue or allotment of, any share capital of the Fund (including any option or right of pre-emption or conversion).

Potential investors should note that the Issuer makes no representation as to the accuracy of the statements at (1) to (2) above.

8.1.5 **Programme Accounts Security Agreement**

Pursuant to the Programme Accounts Security Agreement, the Issuer has granted security over the Account Bank Agreement, Unwind Account Custody Agreement and any accounts held pursuant thereto in favour of the Trustee, as security for itself and the Secured Parties in respect of the Issuer's obligations to the Trustee (whether for its own account or as trustee for the Secured Parties) in respect of all Series under the ETPCAP Programme. Pursuant to a deed of confirmation, the Issuer will confirm to the Trustee that the Programme Accounts Security Agreement charges the Account Bank Agreement, Unwind Account Custody Agreement and any accounts held pursuant thereto in favour of the Trustee in respect of the Issuer's obligations under Series 376 Ayres Recovery Fund.

8.1.6 **Enforcement**

The Mortgaged Property may become enforceable if the Notes or any of them have become due and repayable (for example, due to acceleration following the occurrence of an Event of Default) and have not been repaid.

In such circumstances the Trustee at its discretion may, and if so directed by the relevant parties shall, upon being indemnified, secured and / or prefunded to its satisfaction, realise the Charged Assets. In realising the Charged Assets the Trustee may, but shall not be obliged to, procure the sale of the Charged Assets or may request the redemption of the Charged Assets if the Charged Assets allow for such request.

8.1.7 **Priority of claims and potential for insufficient security on sale of Charged Assets and / or on enforcement**

In the event that any Charged Assets are required to be sold pursuant to the Conditions or the security constituted by the Trust Deed, the Constituting Instrument, the Programme Accounts Security Agreement, and / or the Charging Instrument becomes enforceable in accordance

with the Conditions, the net sums realised could be insufficient to pay all the amounts due to the Noteholders under the Notes. The sums realised from any such sale of the Charged Assets will be subject to deduction of the costs and expenses associated with such sale. In addition, all costs and expenses incurred by the Trustee in enforcing the Security (including any costs of a receiver or similar official) and amounts due to the Agents, the Programme Coordinator and any other fees and expenses incurred by the Issuer in respect of the Notes will be deducted from the proceeds of such enforcement before such proceeds are paid to the Noteholders. After taking action to enforce the security as provided in the Conditions, the Trustee shall not be entitled to take any further steps against the Issuer to recover any sum still unpaid and no debt shall be owed by the Issuer in respect of such sum. In particular, no Agent, Noteholder or other Transaction Participant may petition or take any other step for the winding-up, liquidation or examinership of the Issuer nor shall any of them have any claim in respect of any sum over or in respect of any assets of the Issuer which are security for any other liability of the Issuer.

8.1.8 **Limited recourse provisions**

The Trustee, the Agents and the Noteholders (in each case to the extent that their claims are secured) shall have recourse only to the Mortgaged Property. If, the Trustee having realised the Mortgaged Property, the proceeds thereof are insufficient for the Issuer to make all payments then due to all such parties, the obligations of the Issuer will be limited to such proceeds of realisation of the Mortgaged Property and no other assets of the Issuer will be available to meet such shortfall; the Trustee, the Agents, the Programme Coordinator, the Noteholders or anyone acting on behalf of any of them shall not be entitled to take any further steps against the Issuer to recover any further sum and no debt shall be owed to any such persons by the Issuer. Amounts owing to the Trustee (including any costs of a receiver or similar official), the Programme Coordinator and the Agents and the other expenses of the Issuer in respect of the Notes shall rank prior to the Noteholders in the application of all moneys received in connection with the realisation or enforcement of the security. In particular, none of the Trustee, the Programme Coordinator and the Agents or any holder of the Notes may petition or take any other step for the winding-up, liquidation or examinership of the Issuer, and none of them shall have any claim in respect of any sum arising in respect of the Charged Assets for any other Series.

9 INFORMATION RELATING TO THE PROGRAMME COORDINATOR, CHARGED ASSETS REALISATION AGENT AND CALCULATION AGENT

FlexFunds ETP, LLC is the Programme Coordinator and Charged Assets Realisation Agent in respect of the Notes.

FlexFunds ETP, LLC is the Calculation Agent in respect of the Notes.

FlexFunds ETP, LLC is a Miami based investment services company, coordinating the relations and activities between the ETPCAP Programme participants and managers of the Charged Assets. FlexFunds ETP, LLC has a presence in Miami.

As Programme Coordinator, FlexFunds ETP, LLC is responsible for certain management and administrative functions in relation to the Notes pursuant to the Arrangement Agreement.

As Calculation Agent, FlexFunds ETP, LLC is responsible for performing certain calculations in relation to the Notes in accordance with the terms of the Agency Agreement and the Conditions of the Notes.

As Charged Assets Realisation Agent, FlexFunds ETP, LLC is responsible to the Issuer for taking any steps in order to realise the Charged Assets as required for the purposes of the Notes. The Charged Assets Realisation Agent acts pursuant to the terms of the Agency Agreement and in accordance with the Conditions of the Notes. The Charged Assets Realisation Agent shall, on behalf of the Issuer, sell or procure the sale or other means of realisation of the Charged Assets and shall be entitled to deduct any costs, expenses, taxes and duties incurred in connection with any disposal, realisation or transfer of such Charged Assets.

The Charged Assets Realisation Agent may sell or procure the sale or other means of realisation of the Charged Assets in such manner and to and / or involving such person as it thinks fit and shall be entitled to sell and procure the sale or other means of realisation of the Charged Assets at such price in its sole discretion. The Charged Assets Realisation Agent shall not be responsible or liable for any failure to sell or realise the Charged Assets or any delay in doing so, nor for any loss suffered or incurred by any person as a result of their sale or other means of realisation.

The Calculation Agent, the Charged Assets Realisation Agent and the Programme Coordinator may at any time resign subject to giving 60 day's prior written notice to the Issuer. The Issuer may at any time terminate the appointment of the Calculation Agent, the Charged Assets Realisation Agent or the Programme Coordinator, subject to giving 30 days' prior written notice subject to and in accordance with the terms of the Master Agency Agreement and the Arrangement Agreement, as the case may be. In such case the Issuer would appoint a successor in accordance with the terms of the Agency Agreement or Arrangement Agreement, as the case may be.

The holder of the Notes will have claims against the Issuer only, and shall not have any rights directly against the Programme Coordinator or any Agent of the Issuer.

The fees payable to FlexFunds ETP, LLC as the Programme Coordinator are described in Special Condition 5.8 (Fees) of the Notes.

10 INFORMATION RELATING TO THE BACK OFFICE AGENT

GWM LTD has been appointed as Back Office Agent pursuant to the terms of the Placing Agreement. GWM LTD as Back Office Agent has an administrative role and its main function is to coordinate the subscription and redemption trades between the Issuer and purchasers of the Notes.

GWM LTD will not be able to confirm any buys or sales on behalf of the Issuer if the Calculation Agent cannot provide a Net Asset Value. In addition, GWM LTD as Back Office Agent will not be permitted to confirm any transactions on behalf of the Issuer without the Issuer's approval.

GWM LTD as Back Office Agent has no control over the Net Asset Value calculations and does not verify the Net Asset Value calculations received from the Calculation Agent.

GWM LTD has not independently verified the information contained herein. Accordingly, no representation, warranty or undertaking is made, whether express or implied, and no responsibility or liability is accepted by GWM LTD as to the accuracy, completeness or nature of the information contained in this Series Memorandum, the Programme Memorandum, the Private Placement Memorandum, any other document in relation to the ETPCAP Programme, or with respect to the legality of investment in the Notes by any prospective investor or purchaser under applicable laws or regulations.

GWM LTD shall not, under any circumstances, be responsible for, or obliged to monitor or verify or investigate the performance or operation of any party appointed in relation to the ETPCAP Programme.

GWM LTD, as Back Office Agent shall not, under any circumstances, be responsible for, or obliged to monitor or verify the performance or operation of the Issuer. Furthermore, GWM LTD, as Back Office Agent shall not be liable (whether directly or indirectly, in contract, in tort or otherwise) to the Issuer, any Noteholder or any other party to the ETPCAP Programme or any person for any loss incurred by such person that arises out of or in connection with the performance by GWM LTD, as Back Office Agent, provided that nothing shall relieve GWM LTD, as Back Office Agent from any loss arising by reason of acts or omissions constituting gross negligence, wilful default or fraud of the Back Office Agent.

GWM LTD's role with respect to the ETPCAP Programme is limited to its function as Back Office Agent only with respect to the Notes. GWM LTD, as Back Office Agent is not, under any circumstances whatsoever, obliged to make a market for the Notes or to provide liquidity in the secondary market with respect to the Notes.

GWM LTD as Back Office Agent has the right to refuse to process orders for any counterparty at its own discretion,

GWM LTD as Back Office Agent will limit its interaction to regulated financial institutions. GWM LTD cannot interact with retail clients.

GWM LTD as Back Office Agent does not provide investment or tax advice.

GWM LTD was incorporated in Bermuda in December 2014 and is licensed to conduct investment business by the Bermuda Monetary Authority.

The Bermuda Monetary Authority granted approval to GWM LTD for a license under section 16 of the Investment Business Act 2003. As Back Office Agent, GWM LTD has not verified any of the Series documentation content.

As Back Office Agent, GWM LTD has agreed to comply with all duties and responsibilities set out in the Conditions of the Notes, and to strictly adhere to the Selling Restrictions.

The holder of the Notes will have claims against the Issuer only, and shall not have any rights directly against the Back Office Agent.

11 INFORMATION RELATING TO THE ISSUER

11.1.1 General

The Issuer was incorporated in Ireland as a designated activity company on 14 September 2018, with registration number 633999 under the name ETPCAP2 Designated Activity Company, under the Companies Acts 2014 as amended.

The registered office of the Issuer is at 1-2 Victoria Buildings, Haddington Road, Dublin 4. The e-mail address of the Issuer is crm-ie@intertrustgroup.com / Ireland.Directors@intertrustgroup.com. The authorised share capital of the Issuer is EUR 1,000 divided into 1,000 Ordinary Shares of EUR 1 (the "**Shares**"). The Issuer has issued 1 Share, which is fully paid. The issued Share is held by Intertrust Corporate Services 2 (Ireland) Limited (the "**Share Trustee**"). The Share Trustee owns the Issued Share under the terms of a declaration of trust (the "**Declaration of Trust**") dated 14 September 2018, under which the Share Trustee holds the issued Share of the Issuer on trust for charitable purposes.

The Issuer has been established as a special purpose vehicle. The principal objects of the Issuer are to raise finance through the issuance of debt securities or loan facilities and use the proceeds to enter into financial transactions including, without limitation, acquiring, holdings, selling and disposing of personal property and all related activities.

The Issuer is not, and will not be, regulated by the Central Bank of Ireland (the "**Central Bank**") by virtue of the issue of the Notes. Any investment in the Notes does not have the status of a bank deposit and is not subject to the deposit protection scheme operated by the Central Bank.

The Issuer has not underwritten and will not underwrite the issue of, place, offer, or otherwise act in respect of the Notes, otherwise than in conformity with the provisions of all laws applicable in the jurisdiction in which the Notes are offered.

11.1.2 Directors and company secretary

The Directors of the Issuer are as follows:

- Robert Browne
- Gustavo Nicolosi

The company secretary is Intertrust Finance Management (Ireland) Limited.

Intertrust Finance Management (Ireland) Limited is the administrator of the Issuer (the "**Corporate Service Provider**"). Its duties include the provision of certain administrative, accounting and related services. The appointment of the Corporate Service Provider may be terminated forthwith if the Corporate Service Provider commits any material breach of the corporate service agreement between the Issuer and the

Corporate Service Provider, or if the Corporate Service Provider is unable to pay its debts as they fall due or if the Corporate Service Provider becomes subject to insolvency or other related proceedings. The Corporate Service Provider may retire upon 90 days' written notice subject to the appointment of an alternative administrator on similar terms to the existing Corporate Service Provider . The business address of the Corporate Service Provider is 1-2 Victoria Buildings, Haddington Road, Dublin 4.

The auditors of the Issuer are Deloitte Ireland LLP who are chartered accountants qualified to practice in Ireland.

11.1.3 **Financial statements**

At the date of this Series Memorandum, the Issuer has not published any financial statements. The Issuer's financial year-end is June 30th. Annual financial statements of the Issuer will be prepared within 28 days of the annual return date of the Issuer and will be filed with the Irish Companies Registration Office.

11.1.4 **Authorisation**

The issue of the Notes was authorised by a resolution of the board of directors of the Issuer passed prior to the Issue Date.

11.1.5 **Litigation**

There are no legal, governmental or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have or have had a significant effect on the Issuer's financial position.

12 INFORMATION RELATING TO THE TRUSTEE

The Trustee shall not be responsible for, or be obliged to monitor or verify or investigate:

(A) the performance, operation or calculation of the Portfolio or other element of the calculation thereof but shall be entitled to rely absolutely on any calculation thereof by the Calculation Agent;

(B) the performance, operations or financial condition of the Portfolio or the terms of the Charged Assets or the calculation of amounts payable in respect thereof;

(C) the performance by the Issuer of any agreement relating to, or in connection with, the Portfolio and shall be entitled to assume that each of them is in compliance with the terms thereof unless and until expressly notified to the contrary in writing by the Issuer or the Calculation Agent;

(D) whether or not any Additional Mandatory Redemption Event or any Event of Default has occurred and shall be entitled to assume that no such event has occurred unless and until expressly notified to the contrary in writing by the Issuer or the Calculation Agent; or

(E) save to the extent caused by its own gross negligence or wilful default the Trustee shall not be responsible or liable for any failure to sell, realise or redeem the Charged Assets or any delay in doing so nor for any loss suffered or incurred by any person as a result of the Net Proceeds, the Realisable Value or any other proceeds of sale, realisation or redemption of the Charged Assets being insufficient to discharge any Redemption Amount or Early Redemption Amount in full.

13 SELLING RESTRICTIONS

In addition to the Selling Restrictions set out in the Programme Memorandum the restrictions set out below shall apply.

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), and may not be directly or indirectly offered or sold in the United States or to or for the benefit of any U.S. person (as defined in Regulation S) unless the securities are registered under the Securities Act, or an exemption from the registration requirements of the Securities Act is available.

Where:

"**U.S. person**" means a "*US person*", as the term is defined in Regulation S under the Securities Act and more particularly are references to: (i) any natural person that resides in the U.S.; (ii) any entity organised or incorporated under the laws of the U.S.; (iii) any entity organised or incorporated outside the U.S. that was formed by a U.S. person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organised or incorporated, and owned, by accredited investors (as defined in Section 501 of Regulation D promulgated under the Securities Act) who are not natural persons, estates or trusts; (iv) any estate of which any executor or administrator is a US person ; (v) any trust of which any trustee is a U.S. person; (vi) any agency or branch of a foreign entity located in the U.S; or (vii) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person; and (viii) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or resident in the U.S.. For the purposes hereof, the term "**U.S. person**" shall not include any discretionary or non-discretionary account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organised or incorporated in the U.S. The term "**U.S. person**" includes entities that are subject to the U.S. Employee Retirement Income Securities Act of 1974, as amended, or other tax-exempt investors or entities in which substantially all of the ownership is held by U.S. persons.

In relation to each Member State of the European Economic Area where the Prospectus Regulation applies (each, a "**Relevant Member State**"), an offer of Notes to the public has not and may not be made in that Relevant Member State. Without limiting the foregoing, if Notes are offered in any Relevant Member State, any such offer will only be addressed to investors who acquire Notes for a total consideration of at least €100,000 per investor, for each separate offer (or, if the Notes are denominated in a currency other than Euro, the equivalent of €100,000 in such other currency).

No action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of the Programme Memorandum, this Series Memorandum or any part thereof or hereof or any other offering material, in any country or jurisdiction where action for that purpose is required.

NO OFFER, SALE OR DELIVERY OF THE NOTES, OR DISTRIBUTION OR PUBLICATION OF ANY OFFERING MATERIAL RELATING TO THE NOTES, MAY BE MADE IN OR FROM ANY JURISDICTION EXCEPT IN CIRCUMSTANCES WHICH WILL

RESULT IN COMPLIANCE WITH ANY APPLICABLE LAWS AND REGULATIONS. ANY OFFER OR SALE OF THE NOTES SHALL COMPLY WITH THE SELLING RESTRICTIONS AS SET OUT IN THE ISSUER'S OFFERING DOCUMENTS AND ALL APPLICABLE LAWS AND REGULATIONS.

14 GENERAL INFORMATION

For so long as the Notes remain outstanding, the following documents will be available in physical form from the date hereof during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) for inspection at the registered office of the Issuer and the specified office of the Principal Paying Agent in London:

(a) the Master Documents which are incorporated by reference by the Constituting Instrument so as to constitute the Trust Deed, Agency Agreement, Arrangement Agreement and the Placing Agreement with respect to the Notes (to the extent not otherwise amended, modified and / or supplemented by the Constituting Instrument);

(b) any deed or agreement supplemental to the Master Documents;

(c) the Programme Memorandum;

(d) the Certificate of Incorporation and the Memorandum and Articles of Association of the Issuer;

(e) the Constituting Instrument;

(f) the Programme Accounts Agreements; and

(g) the Charging Instrument.

APPENDIX 1

PRIVATE PLACEMENT MEMORANDUM

PROSPECTUS

AYRES RECOVERY FUND LIMITED

(a company incorporated with limited liability under the laws of the Cayman Islands under registration number 350275)

August 2020

IMPORTANT INFORMATION

The Directors of the Fund, whose names appear on page (vi), 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 of the Fund accept responsibility accordingly.

Reliance on Prospectus

The Shares are offered solely on the basis of the information and representations contained in this Prospectus and any further information given or representations made by any person may not be relied upon as having been authorised by the Fund or the Directors. Neither the delivery of this Prospectus nor the allotment or issue of Shares shall under any circumstances create any implication that there has been no change in the affairs of the Fund since the date hereof. Management Shares are not being offered for subscription pursuant to this Prospectus but are available for subscription at any time by investors who are able to satisfy the eligibility criteria set out under "Rights of the Shares and Management Shares" under "General and Statutory Information".

Registration in the Cayman Islands

The Fund and the Master Fund are registered as mutual funds pursuant to section 4(3) of the Mutual Funds Law (Revised) of the Cayman Islands ("Mutual Funds Law") and are therefore regulated as mutual funds by the Cayman Islands Monetary Authority (the "Authority"). As section 4(3) mutual funds, the minimum initial investment purchasable by an investor in either fund is CI$80,000 (or its equivalent in another currency, approximately US$100,000).

The Authority has supervisory and enforcement powers to ensure compliance with the Mutual Funds Law. Regulation under the Mutual Funds Law entails the filing of prescribed details and audited accounts annually with the Authority. As a regulated mutual fund, the Authority may at any time instruct the Fund or the Master Fund to have its or their accounts audited and to submit them to the Authority within such time as the Authority specifies. Failure to comply with these requests by the Authority may result in substantial fines on the part of the Directors of the Fund or the Master Fund, as applicable, and may result in the Authority applying to the court to have the Fund or the Master Fund wound up.

Neither the Fund nor the Master Fund are, however, subject to supervision in respect of their investment activities or the constitution of the Master Fund's portfolio by the Authority or any other governmental authority in the Cayman Islands, although the Authority does have power to investigate the activities of the Fund and the Master Fund in certain circumstances. Neither the Authority nor any other governmental authority in the Cayman Islands has commented upon or approved the terms or merits of this Prospectus. There is no investment compensation scheme available to investors in the Cayman Islands.

The Authority may take certain actions if it is satisfied that a regulated mutual fund is or is likely to become unable to meet its obligations as they fall due or 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. The powers of the Authority include the power to require the substitution of the Directors of the Fund or the Master Fund, to appoint a person to advise the Fund or the Master Fund on the proper conduct of its affairs or to appoint a person to assume control of the affairs of the Fund or the Master Fund, as the case may be. There are other remedies available to the Authority including the ability to apply to court for approval of other actions.

A MUTUAL FUND LICENCE ISSUED OR A FUND REGISTERED BY THE CAYMAN ISLANDS MONETARY AUTHORITY DOES NOT CONSTITUTE AN OBLIGATION OF THE

AUTHORITY TO ANY INVESTOR AS TO THE PERFORMANCE OR CREDITWORTHINESS OF THE FUND.

FURTHERMORE, IN ISSUING SUCH A LICENCE OR IN REGISTERING A FUND, THE AUTHORITY SHALL NOT BE LIABLE FOR ANY LOSSES OR DEFAULT OF THE FUND OR FOR THE CORRECTNESS OF ANY OPINIONS OR STATEMENTS EXPRESSED IN ANY PROSPECTUS OR OFFERING DOCUMENT.

Structure

The Fund is organised as a feeder fund and all of the Fund's assets (to the extent not retained in cash) are invested in the ordinary shares of the Master Fund, an exempted company incorporated with limited liability in the Cayman Islands. Further feeder funds may also be created to invest in the Master Fund in the future. It is not expected that any direct investments will be made in the Master Fund other than by such feeder funds. It is not currently intended that the Fund or Master Fund will be registered or licensed in any jurisdiction other than the Cayman Islands.

Restrictions on Distribution

This Prospectus shall not constitute an offer to sell or a solicitation of an offer to buy, any securities, in any jurisdiction in which such offer, solicitation or sale is not authorised or to any person to whom it is unlawful to make such offer, solicitation or sale.

Argentina: No public offering of Shares in the Fund is being made to investors resident in Argentina. Shares in the Fund are being offered only to a limited number of institutional investors and sophisticated individual investors capable of understanding the risks of their investment. The National Securities Commission of Argentina has not passed upon the accuracy or adequacy of this Prospectus or otherwise approved or authorised the offering of interests in the Fund to investors resident in Argentina.

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

European Economic Area: Each of the Fund and the Master Fund is an alternative investment fund for the purposes of the Alternative Investment Fund Managers Directive 2011/61/EU of the European Parliament and the Council of the European Union (together with any implementing legislation thereunder, the "**AIFMD**"). The AIFM is the Alternative Investment Fund Manager of the Fund and the Master Fund. The AIFM is authorised and regulated by the Financial Conduct Authority in the United Kingdom as a full scope AIFM for the purposes of the AIFMD.

The Shares may only be marketed to prospective investors which are domiciled or have a registered office in a Member State of the EEA ("**EEA Persons**") in which the AIFM has registered the Fund for marketing under the relevant national implementation of Article 36 of the AIFMD and, in such cases, only to EEA Persons which are Professional Investors (as defined below). This document is not intended for, should not be relied upon by, and should not be construed as an offer (or any other form of marketing) to any other EEA Person.

A "**Professional Investor**" is an investor who is considered to be a professional client or which may, on request, be treated as a professional client within the relevant national implementation of Annex II of Directive 2014/65/EU (Markets in Financial Instruments Directive II) and the AIFMD.

The Shares may not be offered, sold or otherwise made available to any retail investor within the meaning of Regulation (EU) 1286/2014 (the "**PRIIPs Regulation**") in the territory of the EEA, including investment made in the EEA by such entities or persons from third countries. Consequently, no key information document required by the PRIIPs Regulation for offering or selling the Shares or otherwise making the Shares available to retail investors in the EEA has been prepared;

and therefore offering or selling the Shares or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

The Fund may agree to accept an application to subscribe for Shares from any person at their own initiative, whether in a Member State or otherwise, whether any offering of Shares has been registered or not in the relevant jurisdiction. If an applicant for Shares certifies that they have applied to subscribe for Shares at their own initiative, then neither the AIFM nor any other person shall be deemed to have engaged in marketing (or any equivalent activity) of the Shares to such person.

United States: The Shares have not been, and will not be, registered under the Securities Act, or the securities laws of any of the states of the United States, and the Fund has not been, and will not be, registered under the Investment Company Act. In order to ensure compliance with the Securities Act and the Investment Company Act, Shares are only available for subscription to "***U.S. Persons***" (as defined in Regulation S under the Securities Act) that qualify as both accredited investors (as defined in Rule 501(a) under the Securities Act) and qualified purchasers (as defined in the Investment Company Act and the regulations promulgated thereunder). Direct or indirect acquisition or ownership of such Shares by U.S. Persons without compliance with applicable U.S. securities laws or in contravention of the relevant provisions of the constituent documents of the Fund is prohibited.

The AIFM has filed a claim of exemption from registration as a commodity pool operator ("***CPO***") with the CFTC because each of the Fund and the Master Fund is a private investment fund and is exempt from registration under the Securities Act. At all times, each of the Fund and the Master Fund will utilise commodity interests such that either (1) aggregate initial margin, premiums and required minimum security deposits required to establish commodity interest positions do not exceed 5% of its liquidation value or (2) the notional value of its commodity interest positions does not exceed 100% of its liquidation value. Unlike a registered CPO, the AIFM will not be required to deliver a disclosure document and a certified annual report to participants in the Fund or the Master Fund. The CFTC has not reviewed or approved this offering or any disclosure document for the Fund or the Master Fund.

In addition, by virtue of their reliance on CFTC Rule 4.13(a)(3), the AIFM will be exempt from registration with the CFTC as a commodity trading advisor ("***CTA***") with respect to advice that it provides to the Fund, and as such it will not be required to satisfy certain disclosure and other requirements under CFTC rules. The CFTC does not pass upon the merits of participating in a pool or upon the adequacy or accuracy of an offering memorandum. Consequently, the CFTC has not reviewed or approved this offering or this Prospectus.

As a result of the AIFM's reliance on the exemption from CPO registration under CFTC Rule 4.13(a)(3), an investor that has a 25% or greater interest in the Fund and that owns or controls commodity futures or futures option contracts subject to CFTC position limits will be required to aggregate such positions, for CFTC position limit and large trader reporting purposes, with any positions of the Fund or the Master Fund in such contracts. In the future, similar aggregation requirements will be applicable to positions in certain swaps that are economically equivalent to commodity futures and futures options positions. Investors should consult their own legal advisors with respect to the potential application of position aggregation and reporting requirements to their ownership or control of derivatives contracts.

This Prospectus has been prepared solely for the information of the person to whom it has been delivered by or on behalf of the Fund, and should not be reproduced or used for any other purpose. Notwithstanding anything to the contrary herein, each investor (and each employee, representative, or other agent of each investor) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of an investment in the Fund and all materials of any kind (including opinions or other tax analyses) that are provided to the investor relating to such tax treatment and tax structure; provided, however, that such disclosure shall not include the name (or other identifying information not relevant to the tax structure or tax treatment) of any person and shall not include information for which nondisclosure is reasonably necessary in order to comply with applicable

securities laws. Acceptance of this Prospectus by a recipient constitutes an agreement to be bound by the foregoing terms.

The following is a summary of certain aspects of the U.S. federal laws and regulations applicable to retirement plan investments as in existence on the date hereof, all of which are subject to change. This summary is general in nature and does not address every issue that may be applicable to the Fund or a particular investor.

The Fund may accept subscriptions from pension and profit-sharing plans maintained by U.S. corporations and/or unions, individual retirement accounts and Keogh plans, entities that invest the assets of such accounts or plans and other entities investing plan assets (all such entities are herein referred to as "***Benefit Plan Investors***"). The AIFM does not anticipate that the Fund's assets will be subject to the U.S. Employee Retirement Income Security Act of 1974, as amended ("***ERISA***"), or the prohibited transaction provisions of Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "***Code***"), because the AIFM intends to limit the investments in the Fund by Benefit Plan Investors. In addition, it is anticipated that the assets of the Master Fund will not be subject to ERISA or the prohibited transaction provisions of Section 4975 of the Code because investment by Benefit Plan Investors in the Master Fund will be similarly limited. Under ERISA and the regulations thereunder, the Fund's assets will not be deemed to be plan assets subject to Title I of ERISA or Section 4975 of the Code if less than 25 per cent of the value of each class of the Shares is held by Benefit Plan Investors, excluding from this calculation any non-Benefit Plan Investor interests held by the AIFM and certain affiliated persons or entities. The Fund will not knowingly accept subscriptions for Shares or permit transfers of Shares to the extent that such investment or transfer would subject the Fund's assets to Title I of ERISA or Section 4975 of the Code. In addition, because the 25 per cent limit is determined after every subscription to or redemption from the Fund, the Fund has the authority to require the redemption of all or some of the Shares held by any Benefit Plan Investor if the continued holding of such Shares, in the opinion of the Board of Directors, could result in the Fund being subject to Title I of ERISA or Section 4975 of the Code. The Fund may accept subscriptions for Shares to the extent that it would be subject to Title I of ERISA or Section 4975 of the Code in the future.

Certain duties, obligations and responsibilities are imposed on persons who serve as fiduciaries with respect to employee benefit plans or accounts ("***Plans***"); for example, ERISA and the Code prohibit acts of fiduciary self-dealing and certain transactions between Plans and "parties-in-interest" or "disqualified persons" (as such terms are defined in ERISA and the Code). In the Fund's application form, each Plan investor will be required to represent that its fiduciary has independently made the decision to invest in the Fund and has not relied on any advice from the Fund, the AIFM, any placement agent associated with the Fund, or any of their affiliates with respect to the investment in the Fund. Accordingly, fiduciaries of Plans should consult their own investment advisors and their own legal counsel regarding the investment in the Fund and its consequences under applicable law, including ERISA and the Code.

Risk Factors

Investment in the Fund carries substantial risk. There can be no assurance that the Fund's or the Master Fund's investment objective will be achieved and investment results may vary substantially over time. Investment in the Fund is not intended to be a complete investment programme for any investor. Prospective investors should carefully consider whether an investment in Shares is suitable for them in light of their circumstances and financial resources (see further under *"Risk Factors").*

If you are in any doubt about the contents of this document you should consult your financial adviser, accountant or other professional adviser.

This Prospectus supersedes and replaces all prior versions.

DIRECTORY

AYRES RECOVERY FUND LIMITED

Registered Office*
Maples Corporate Services Limited
PO Box 309
Ugland House
Grand Cayman KY1-1104
Cayman Islands

Directors*
Sean Flynn
Patrick Harrigan
Victoria Parry

Procurement Agent*
PiedraBlanca Limited
PO Box 30831
Grand Pavilion Centre
802 West Bay Road
Cayman Islands

AIFM*
Mirabella Financial Services LLP
30 Jermyn Street
London SW1Y 4UR
England

Appointed Representative**
Ayres Investment Management LLP
2nd Floor, Berkeley Square House,
Berkeley Square
London W1J 6BD England

Prime Brokers and Custodians to the Master Fund
J.P. Morgan Clearing Corp., J.P. Morgan Securities LLC and their affiliates
One Metrotech Center North
Brooklyn NY11201-3859
USA

Clearing Broker to the Master Fund
J.P. Morgan Securities Ltd.
25 Bank Street
Canary Wharf
London E14 5JP
England

Administrator*
Citco Fund Services (Cayman Islands) Limited
89 Nexus Way, 2nd floor
Camana Bay PO Box 31105
Grand Cayman KY1-1205 Cayman Islands

External Valuer*
Citco Fund Services (Ireland) Limited
Custom House Plaza Block 6
International Financial Services Centre
Dublin 1 Ireland

Depositary Services Provider*
Citco Custody Limited
Level 2 West
Mercury Tower
The Exchange Financial & Business Centre
Elia Zammit Street, St. Julians
STJ 3155, Malta

Auditors*
Ernst & Young Ltd.
Independent Auditors
Suite 6401, 62 Forum Lane
Camana Bay, PO Box 510GT
Grand Cayman, KY1-1106
Cayman Islands

Legal Advisers*

As to English and United States law:
Dechert LLP
160 Queen Victoria Street
London EC4V 4QQ
England

As to Cayman Islands law:
Maples and Calder
200 Aldersgate Street
London EC1A 4HD
England

* Where indicated by an asterisk, the relevant entity, person or address serves the same functions in respect of, and applies to, the Master Fund.

* The AIFM has entered into a secondment agreement with Ayres pursuant to which Ayres will provide the AIFM with services and personnel to assist with the provision of portfolio management services by the AIFM. Marketing services will be provided by Ayres acting as an appointed representative of Mirabella Advisers LLP.

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DEFINITIONS

"**Account**"	a separate account established by the Fund in its books with its own distinct designation for each Series and/or Class;
"**Administrator**"	Citco Fund Services (Cayman Islands) Limited;
"**AIFM**"	Mirabella Financial Services LLP, or such other person as may be appointed to act as the alternative investment fund manager of the Master Fund and/or the Fund pursuant to the AIFMD;
"**AIFM Directive**"	the Alternative Investment Fund Managers Directive 2011/61/EU and applicable implementing legislation thereunder including, without limitation, Commission Delegated Regulation (EU) No 231/2013 and the U.K. Alternative Investment Fund Managers Regulations 2013;
"**Allfunds**"	Allfunds Bank, S.A.U.;
"**Allfunds Platform**"	a fund platform operated, managed and controlled by Allfunds;
"**Argentine Introducer**"	one or more Argentina-based introducer(s) appointed to promote the Class X Shares, Class B Shares and Class F Shares in Argentina;
"**Articles**"	the Articles of Association of the Fund and/or the Master Fund, as the context requires;
"Ayres"	Ayres Investment Management LLP;
"**Business Day**"	any day on which banks are open for business in London and the Cayman Islands and/or such other place or places as the Directors may from time to time determine;
"**Calculation Period**"	in respect of each Class or Series of Shares, each 12 month period ending on 31 December (or part thereof in respect of the first and the final such periods);
"**CFTC**"	the United States Commodity Futures Trading Commission;
"**Class**"	a class of ordinary shares in the Fund;
"**Class B Shares**"	ordinary shares of par value US$0.001 in the Fund issued as Non-Restricted Class B Shares and/or Restricted Class B Shares;
"**Class C Shares**"	ordinary shares of par value US$0.001 in the Fund issued as Non-Restricted Class C Shares and/or Restricted Class C Shares;
"**Class D Shares**"	ordinary shares of par value US$0.001 in the Fund issued as Non-Restricted Class D Shares and/or Restricted Class

	D Shares;
"**Class E Shares**"	ordinary shares of par value US$0.001 in the Fund issued as Non-Restricted Class E Shares and/or Restricted Class E Shares;
"**Class F Shares**"	ordinary shares of par value US$0.001 in the Fund issued as Non-Restricted Class F Shares and/or Restricted Class F Shares;
"**Class G Shares**"	ordinary shares of par value US$0.001 in the Fund issued as Non-Restricted Class G Shares and/or Restricted Class G Shares;
"**Class H Shares**"	ordinary shares of par value US$0.001 in the Fund issued as Non-Restricted Class H Shares and/or Restricted Class H Shares;
"**Class S Shares**"	ordinary shares of par value US$0.001 in the Fund issued as Non-Restricted Class S Shares and/or Restricted Class S Shares;
"**Class X Shares**"	ordinary shares of par value US$0.001 in the Fund issued as Non-Restricted Class X Shares and/or Restricted Class X Shares;
"**Clearing Broker**"	J.P. Morgan Securities Ltd.;
"Covered Person"	as defined under FINRA Rule 5131. Covered Persons are, generally, directors and executive officers of certain public companies and covered non-public companies;
"**CRS**"	the Common Reporting Standard issued by the Organisation for Economic Cooperation and Development (OECD);
"**Depositary Services Provider**"	Citco Custody Limited;
"**Depositary Services Agreement**"	a depositary services provider agreement entered into among the Depositary Services Provider, the Fund and the Master Fund dated 11 June 2019, as amended as of 1 April 2020;
"**Directors**"	the members of the board of directors of the Fund and/or the Master Fund, as the context requires, for the time being and any duly constituted committee thereof and any successors to such members as may be appointed from time to time;
"**EEA"**	the European Economic Area (as constituted from time to time);
"**EU**"	the European Union (as constituted from time to time);
"**European Introducer**"	a European-based introducer appointed to promote the Class E Shares in Europe;

"**External Valuer**"	Citco Fund Services (Ireland) Limited;
"**External Valuer Agreement**"	the external valuer services agreement entered into among the Fund, the Master Fund and the AIFM as of 1 April 2020;
"**FATCA**"	U.S. Foreign Account Tax Compliance Act;
"**FCA**"	the Financial Conduct Authority of the United Kingdom;
"**FCA Rules**"	the handbook of rules and guidance made by the FCA and, where applicable, the U.K. Prudential Regulatory Authority, or any successor authority thereto;
"**FINRA**"	the U.S. Financial Industry Regulatory Authority, Inc. and any successor body from time to time carrying out all or any part of the relevant functions thereof;
"**FINRA Rules**"	the rules of FINRA, as the same may from time to time be amended;
"**Founder Shares**"	founder shares of par value US$1.00 in the Fund;
"**Fund**"	Ayres Recovery Fund Limited;
"**Fund Network**"	a fund platform operated, managed and controlled by Pershing;
"**Ineligible Applicant**"	an ineligible applicant as described on page 36;
"**Investment Company Act**"	the United States Investment Company Act of 1940, as amended;
"**Investment Vehicle**"	an investment vehicle through which the Master Fund may invest, as described on page 20;
"**Macrosynergy**"	Macrosynergy Partners LLP, the former alternative investment fund manager of each of the Fund and the Master Fund;
"**Management Fee**"	the management fee payable by the Fund to the Procurement Agent;
"**Management Shares**"	ordinary shares of par value US$0.001 in the Fund issued as Management Shares;
"**Master Fund**"	Ayres Recovery Master Fund Limited;
"**Member State**"	a member state of the European Economic Area;
"**MiFID II**"	Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments, the Markets in Financial Instruments (MiFIR) Regulation (EU) No 600/2014 and any implementing legislation or regulation thereunder;

"**Minimum Holding**"	(i) $1,000,000 in the case of Classes X, S, C, E, F, G and H; and (ii) $10,000,000 in the case of Classes B and D, or, in each case, such lesser amount as the Directors may from time to time determine;
"**Mutual Funds Law**"	the Mutual Funds Law (Revised) of the Cayman Islands, as amended or revised from time to time;
"**Net Asset Value**"	the net asset value of the Fund, the Master Fund, a Class and/or a Series, as the case may be, determined in accordance with the Prospectus and the Articles;
"**Net Asset Value per Share**"	in respect of Shares of a Class or Series, the Net Asset Value attributable to such Class or Series (after making any adjustments referred to in this Prospectus and the Articles) at the relevant time, divided by the number of Shares of the such Class or Series, as applicable, then in issue or deemed to be in issue;
"**New Issues**"	as defined pursuant to Rule 5130 of the FINRA Rules, as amended, extended, consolidated, substituted or reenacted from time to time, to include any initial public offering of an equity security as defined in Section 3(a)(11) of the U.S. Securities Exchange Act 1934, as amended;
"**Non-Restricted Persons**"	non-restricted persons as defined on page 13;
"**Non-Restricted Shares**"	means ordinary shares of par value US$0.001 in the Fund issued as Non-Restricted Class X Shares, Non-Restricted Class S Shares, Non-Restricted Class B Shares, Non-Restricted Class C Shares, Non-Restricted Class D Shares, Non-Restricted Class E Shares, Non-Restricted Class F Shares, Non-Restricted Class G Shares and/or Non-Restricted Class H Shares;
"**Non-U.S. Person**"	a person who is not a U.S. Person and is a Non-United States Person;
"**Non-United States Person**"	(a) a natural person who is not a resident of the United States, (b) a partnership, corporation or other entity, other than an entity organised principally for passive investment, organised under the laws of a non-U.S. jurisdiction and which has its principal place of business in a non-U.S. jurisdiction, (c) an estate or trust, the income of which is not subject to United States income tax regardless of source, (d) an entity organised principally for passive investment such as a pool, investment company or other similar entity, provided that units of participation in the entity held by persons who do not qualify as Non-United States Persons or otherwise as qualified eligible persons represent in the aggregate less than 10 per cent of the beneficial interest in the entity and that such entity was not formed principally for the purpose of facilitating

	investment by persons which do not qualify as Non-United States Persons in a pool with respect to which the pool operator is exempt from certain requirements of Part 4 of the CFTC's regulations by virtue of its participants being Non-United States Persons, and (e) a pension plan for employees, officers or principals of an entity organised and with its principal place of business outside the United States;
"**Performance Fee**"	the performance fee payable by the Fund to the Procurement Agent;
"**Pershing**"	Pershing LLC;
"**Prime Brokers and Custodians**"	J.P. Morgan Clearing Corp, J.P. Morgan Securities LLC and their affiliates, the prime brokers and custodians to the Master Fund;
"**Procurement Agent**"	PiedraBlanca Limited;
"Research Provider"	PiedraBlanca Argentina SRL;
"**Research Services Agreement**"	a services agreement entered into among the Research Provider, Ayres and the Procurement Agent dated as of 1 April 2020, pursuant to which Ayres, with the acknowledgement of the Procurement Agent, has appointed the Research Provider to provide it with certain consultancy and research services;
"**Redemption Day**"	Wednesday of each calendar week (unless such Wednesday is not a Business Day whereupon the Redemption Day will be the next Business Day immediately following), or such other day or days as the Directors may determine from time to time in respect of a Class;
"**Redemption Price**"	the price per Share at which Shares are redeemed calculated in the manner described on page 14;
"**Relevant Percentage**"	in respect of: (i) Class X, 16 per cent.; (ii)_Classes S, B, C, E and H, 15 per cent.; and (iii) Class D, 12 per cent;
"**Restricted Person**"	as defined under FINRA Rule 5130 to include persons whose participation in New Issues is subject to restrictions under that Rule. Restricted Persons are, generally, FINRA members and other broker-dealers, their officers, directors, employees and affiliates, and persons having portfolio management responsibility for collective investment vehicles or financial or other institutions, as well as certain immediate family members of such persons;

"**Restricted Shares**"	ordinary shares of par value US$0.001 in the Fund issued as Restricted Class X Shares, Restricted Class S Shares, Restricted Class B Shares, Restricted Class C Shares, Restricted Class D Shares, Restricted Class E Shares, Restricted Class F Shares, Restricted Class G Shares and/or Restricted Class H Shares;
"**Secondment Agreement**"	the secondment agreement entered into between the AIFM and Ayres as of 1 April 2020 as the same may, from time to time, be amended;
"**Securities Act**"	the United States Securities Act of 1933, as amended;
"**Series**"	in respect of Classes X, S, B, C, D and H, a series of Shares of the relevant Class, designated and identified by the Subscription Day upon which such series was issued and, subject to the discretion of the Directors, by investor;
"**SFTR**"	the Regulation (EU) 2015/2365 of the European Parliament and of the Council on transparency of securities financing transactions and of reuse and amending Regulation (EU) No 648/2012, as may be amended, supplemented or replaced from time to time;
"**SFTs**"	transactions defined as such under the SFTR, as follows: (a) a repurchase transaction; (b) securities or commodities lending and securities and commodities borrowing; (c) a buy-sell back transaction or sell-buy back transaction; or (d) a margin lending transaction;
"**Shareholder**"	a person recorded as a holder of Shares in the Fund's register of members;
"**Shares**"	Class X Shares, Class S Shares, Class B Shares, Class C Shares, Class D Shares, Class E Shares, Class F Shares, Class G Shares, Class H Shares and/or Management Shares, as the context requires;
"**Sub-Administrator**"	Citco Fund Services (Ireland) Limited;
"**Subscription Day**"	Wednesday of each calendar week (unless such Wednesday is not a Business Day whereupon the Subscription Day will be the next Business Day immediately following), and/or such other day or days as the Directors may from time to time determine in respect of a Class;
"**Subscription Price**"	in respect of: (i) Classes X, S, B, C, D and H Shares, US$100 per Share; and (ii) Classes E, F and G on the initial Subscription Day, $100 per Share and, on each subsequent Subscription Day, the Net Asset Value per Share of the relevant Class as at

	the corresponding Valuation Day;
"**TRSs**"	derivative contracts as defined in point (15) of Article 4(1) of Directive 20220/47/EC in which one counterparty transfers the total economic performance, including income from interest and fees, gains and losses from price movements, and credit losses, of a reference obligation to another counterparty;
"**United States**" or "**U.S.**"	the United States of America (including the states and District of Columbia) any of its territories, possessions and other areas subject to its jurisdiction and any enclave of the United States government, its agencies or instrumentalities;
"**U.S. Person**"	a U.S. person as defined in Rule 902(k) of Regulation S under the Securities Act;
"**Valuation Day**"	the Business Day immediately preceding a Subscription Day or a Redemption Day, as the case may be, and/or such other day or days as the Directors may from time to time determine.

In this Prospectus, all references to "***U.S. Dollars***" and "***US$***" are to the currency of the United States.

All references to the provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted, revised or replaced from time to time.

Where the context requires or permits, (i) references to the EU or the EEA shall be construed to include the United Kingdom and (ii) references to the provisions of EU legislation, including, without limitation, any directive or regulation, shall be construed, as references to those provisions as implemented, amended, modified, re-enacted, revised or replaced and in force in the United Kingdom from time to time.

PRINCIPAL FEATURES

The following is a summary of the principal features of the Fund and the Master Fund and should be read in conjunction with the full text of this Prospectus.

Structure

The Fund is an exempted company incorporated on 17 April 2019 with limited liability in the Cayman Islands as an open-ended investment company and, as such, has power to issue and redeem Shares at the relevant Subscription Price and Redemption Price respectively. No application has been made for the Shares to be listed on any stock exchange.

The Fund is organised as a feeder fund and all of the assets of the Fund (to the extent not retained in cash) are invested in the ordinary shares of the Master Fund, an exempted company incorporated in the Cayman Islands. Further feeder funds may also be created to invest in the Master Fund in the future. It is not expected that any direct investments will be made in the Master Fund other than by such feeder funds.

Base Currency

The base currency of the Fund and the Master Fund is the U.S. Dollar.

The Shares of each Class are issued and redeemed in U.S. Dollars.

Investment Objective

The Fund invests all of its assets (to the extent not retained in cash) in the ordinary shares of the Master Fund and, where the context requires or permits, references herein to the investment objective and investment approach of the Fund shall include the investment objective and investment approach of the Master Fund.

The investment objective of the Master Fund is to generate long-term capital appreciation through investing primarily in publicly traded financial instruments that are economically tied to the countries of Latin America or whose performance is otherwise linked to the markets, economy or financial capacity of the countries of Latin America. The Master Fund will seek to capitalise upon public market investment opportunities and dislocations across asset classes. The Master Fund will not invest in private markets.

There can be no assurance that the Master Fund will achieve its investment objective. Investment Approach

The AIFM will take an opportunistic approach across a spectrum of investment opportunities filtered via "top-down" country-sector analysis combined with a "bottom-up" due-diligence of investment opportunities that are consistent with the investment objective. The investment process will benefit from accessing global and local information flows. Politics and macroeconomics are continuously monitored to optimise the level of aggregate portfolio risk.

The Fund will seek to achieve its investment objective by investing across a wide range of asset classes including, without limitation, listed and unlisted bonds, loans, listed and unlisted equities, preferred stocks and convertibles. In addition, the Fund may utilise exchange-traded and over-the-counter derivatives including forwards, futures, options and swaps on all asset classes for investment and/or hedging purposes.

The Fund will be able to short-sell securities and derivatives for investment purposes, where suitable from a regulatory perspective, and to invest from a relative-value perspective vis-à-vis other countries in the region from time to time.

There are no restrictions on the strategies that the Fund may pursue in relation to events, situations and circumstances including, without limitation, those relating to or affecting particular assets, securities, issuers, sectors, activities and/or markets.

AIFM

Each of the Fund and the Master Fund has appointed Mirabella Financial Services LLP as its alternative investment fund manager, to provide the Fund and the Master Fund, respectively, with portfolio management and risk management services.

The AIFM has entered into a Secondment Agreement with Ayres, pursuant to which Ayres will provide the AIFM with services and personnel to assist it with the provision of portfolio management services. These arrangements include the secondment by Ayres to the AIFM of Pablo Federico to act as the lead portfolio manager of the Fund and the Master Fund.

The AIFM, Ayres (and/or their respective members, directors, employees, secondees, related entities and connected persons) may subscribe, directly or indirectly, for Shares (and/or Management Shares).

From inception of the Fund until 31 March 2020, Macrosynergy acted as the AIFM of the Fund and the Master Fund. During this period, Pablo Federico had principal responsibility for the investment management of the Fund and the Master Fund.

Procurement Agent

Each of the Fund and the Master Fund has appointed the Procurement Agent to procure the appointment of the AIFM as the alternative investment fund manager of the Fund and the Master Fund respectively, the Research Provider as a provider of research services to Ayres and each Argentine Introducer and the European Introducer, respectively, as placement agents to the Fund.

Key Man

In the event that Pablo Federico (a) is unable to perform his functions as portfolio manager of the Fund and the Master Fund for a period of 45 consecutive days as a result of disability, illness or permanent incapacitation, (b) ceases to provide investment management services to the AIFM or ceases to direct the investment decisions of the AIFM in respect of the Fund and the Master Fund, (c) is charged, indicted, convicted or the subject of a formal investigation by any government agency or regulatory authority with competent jurisdiction with respect to financial services, (d) is convicted of a criminal felony, or (e) fails to devote substantially all of his business time and attention to the provision of portfolio management services to the AIFM under the terms of the Secondment Agreement (each being a "***Key Man Event***"), then the Fund shall notify Shareholders within 5 Business Days of the occurrence of the relevant Key Man Event.

Prime Brokers and Custodians and Clearing Broker

J.P. Morgan Clearing Corp., J.P. Morgan Securities LLC and their affiliates have been appointed as prime brokers and custodians to the Master Fund. J.P. Morgan Securities Ltd. has been appointed as a clearing broker for the Master Fund.

Offer

Up to 49,990,000 ordinary shares of par value US$0.001 issued as:

- Class X Shares;
- Class S Shares;

- Class B Shares;
- Class C Shares;
- Class D Shares;
- Class E Shares;
- Class F Shares;
- Class G Shares; and
- Class H Shares,

are in issue and/or available for issue.

A table summarising the terms of issue of each Class is set out below.

Class	Management Fee (p.a.)	Performance Fee	Series or Equalisation Accounting?	Minimum Initial Investment Amount/ Holding Amount	*In Specie* Subscription Permitted?	Eligible Investors	Placement Agents	Notes
Class X	2%	16%	Series accounting	$1 million	Yes	Argentine investors introduced via an Argentine Introducer	Argentine Introducer	
Class S	2%	15%			Yes	Available to a limited number of early stage strategic investors introduced via an Argentine Introducer	Argentine Introducer	Closed to subscriptions from new investors
Class B	1.25%	15%		$10 million	Yes	Argentine investors introduced via an Argentine Introducer	Argentine Introducer	
Class C	2%	15%		$1 million	No	Non-Argentine individual investors	N/A	
Class D	1%	12%		$10 million	No	Non-Argentine institutional investors	N/A	

Class	Management Fee (p.a.)	Performance Fee	Series or Equalisation Accounting?	Minimum Initial Investment Amount/ Holding Amount	*In Specie* Subscription Permitted?	Eligible Investors	Placement Agents	Notes
Class E	2%	15%	Equalisation accounting	$1 million	No	Investors introduced via the European Introducer	European Introducer	
Class F	2.5%	N/A	N/A		No	Argentine investors introduced via an Argentine Introducer. Subscriptions will be made via the Fund Network	Argentine Introducer	
Class G	2.5%	N/A	N/A		No	Subscriptions will be made via the Fund Network	N/A	
Class H	2%	15%	Series accounting		No	Argentine investors. Subscriptions will be made via the Allfunds Platform.	N/A	

Subscriptions

The Directors shall determine, in their absolute discretion, a person's eligibility to subscribe for or hold any Class of Shares.

Shares of Class are available for subscription on each Subscription Day at the applicable Subscription Price.

Subscriptions for Class X Shares, Class S Shares and Class B Shares are payable in cash or in-kind. Subscriptions for Class C Shares, Class D Shares, Class E Shares, Class F Shares, Class G Shares and Class H Shares are payable in cash only.

The Directors are authorised to close the Fund or any Class of Shares to new subscriptions on such basis and on such terms as the Directors may in their absolute discretion determine.

Unless otherwise determined by the Directors (with the consent of Ayres), the Class S Shares are closed to subscriptions from new investors. Existing holders of Class S Shares may make additional subscriptions for Class S Shares.

Any contribution of securities and assets to the Master Fund in connection with a subscription will be subject to the approval of the AIFM and the value assigned to such in-kind subscription will be determined by the Administrator in its absolute discretion, as further described in the section of this Prospectus headed "Subscriptions".

Minimum Investment

The minimum initial investment per subscriber is:

- US$1,000,000 in the case of Classes X, S, C, E, F, G and H (or a contribution of appropriate securities with a market value equal to a minimum of US$1,000,000 in the case of Classes X and S); and

- US$10,000,000 in the case of Classes B and D (or a contribution of appropriate securities with a market value equal to a minimum of US$10,000,000 in the case of Class B),

or, in each case, such lesser amount as the Directors may in their discretion determine provided that such amount is not less than US$100,000 or a contribution of appropriate securities with a market value equal to a minimum of US$100,000, as applicable.

These requirements will not apply to direct or indirect subscriptions by the AIFM, Ayres and any of their respective members, directors, employees, secondees, related entities and connected persons provided that the minimum initial investment per such investor is not less than US$100,000.

The minimum amount of additional subscriptions per investor is US$100,000, or such lesser amount as the Directors may in any particular case determine.

New Issues

Restricted Persons and Covered Persons will be issued the relevant Class of Restricted Shares while all other applicants for Shares will be regarded as "Non-Restricted Persons" and will be issued the relevant Class of Non-Restricted Shares. The profits and losses with respect to New Issues will generally be allocated to Non-Restricted Shares. In order to comply with exemptions and exclusions under the FINRA Rules, the Fund may limit the portion of profits and losses attributable to New Issues allocated to Restricted Shares.

Restrictions on Sale and Transfer

The Shares may only be offered, sold or transferred to investors who are not Ineligible Applicants as described under "***Subscriptions***" below.

Redemptions

Shares are redeemable at the option of the Shareholder on any Redemption Day upon at least 4 Business Days' prior written notice to the Sub-Administrator. Shares will be redeemed at the Net Asset Value per Share of the relevant Class and Series ("***Redemption Price***").

A request for a partial redemption of Shares may be refused, or the holding redeemed in its entirety, if, as a result of such partial redemption, the Net Asset Value of the Shares retained by the Shareholder would be less than the applicable Minimum Holding.

Redemptions of Shares will be subject to the limitations as described under "*Redemptions*" below.

Fees and Expenses

AIFM

The AIFM will receive out of the assets of the Master Fund a monthly AIFM fee of £7,700, payable once the Net Asset Value of the Master Fund equals or exceeds US$15 million, together with reimbursement of its reasonable out-of-pocket expenses.

Management Fee

The Procurement Agent receives from the Fund a Management Fee of:

- 1/52 of 2 per cent per week of the Net Asset Value of the Class X Shares, Class S Shares, Class C Shares, Class E Shares and Class H Shares;

- 1/52 of 1.25 per cent per week of the Net Asset Value of the Class B Shares;

- 1/52 of 1 per cent per week of the Net Asset Value of the Class D Shares; and

- 1/52 of 2.5 per cent per week of the Net Asset Value of the Class F Shares and Class G Shares,

in each case, before deduction of that week's Management Fee and before deduction for any accrued Performance Fees, calculated as at the Valuation Day in each week, payable in arrears.

Performance Fee

Classes X, S, B, C, D and H

The Procurement Agent is entitled to receive a Performance Fee from the Fund in respect of each Series of Shares of Classes X, S, B, C, D and H in issue in respect of each Calculation Period, payable annually.

A new Series of Shares of each of Classes X, S, B, C, D and H is available for issue on each Subscription Day at the Subscription Price.

For each Calculation Period, the Performance Fee in respect of each Series is equal to the Relevant Percentage of the appreciation of the Net Asset Value per Share of that Series of Shares during the Calculation Period above the Base Net Asset Value per Share of that Series of Shares (after adjustment for any distributions).

The "***Base Net Asset Value per Share***" of a Series of Shares is the greater of:

(i) the Net Asset Value per Share of the Series of Shares at the time of issue of that Series; and

(ii) the highest Net Asset Value per Share of that Series of Shares achieved as at the end of any previous Calculation Period, if any, during which that Series was in issue.

The Performance Fee in respect of each Calculation Period will be calculated by reference to the Net Asset Value per Share of each Series of Shares before deduction for any accrued Performance Fees.

Conversion of Series

Annually, after the end of the final Calculation Period, the Directors may determine that any Series of Classes X, S, B, C, D and H will (after payment of any accrued Management Fees and Performance Fees (as applicable)) be converted into another Series of a Class (the "***Conversion Shares***") (by way of redemption of the relevant Series of the relevant Class and the issue of the Conversion Shares). Such conversion will be effected on the basis of the respective prevailing Net Asset Value per Share of the Conversion Shares and of the Series of the Class to be converted. However, unless the Directors determine otherwise, no such conversion will occur with respect to a Series of a Class if, at the end of the final Calculation Period annually, the Base Net Asset Value per Share in respect of that Series has not been exceeded, and (conversely) a Series will generally only be converted into the Conversion Shares if at the end of that final Calculation Period such Series exceeds the relevant Base Net Asset Value per Share.

Class E

The Procurement Agent is also entitled to a Performance Fee in respect of Class E in each Calculation Period equal to the Relevant Percentage of the increase in the Net Asset Value per Class E Share after adding back any relevant distributions in respect of Class E outstanding in respect of each Calculation Period and subject to the Class E High Water Mark.

Adjustment Due to Deficit and Premium Subscriptions

(a) Deficit Subscriptions

Where an investor subscribes for Class E Shares at a time when the Net Asset Value per Class E Share is less than the Class E High Water Mark then an adjustment is required to reduce inequalities that may otherwise result to the respective subscriber or to the Procurement Agent.

The "***Class E High Water Mark***" is the greater of:

(i) the highest Net Asset Value per Class E Share on the last day of any Calculation Period; and

(ii) $100,

in each case adjusted to take into account any relevant distributions made.

Where Shares are subscribed for at a time when the Net Asset Value per Class E Share is less than the Class E High Water Mark, new Shareholders will, in effect, be required to pay an equivalent Performance Fee with respect to any subsequent appreciation in the Net Asset Value per Class E Share of those Shares until the Class E High Water Mark has been reached. This will be achieved by the Fund having the power to redeem at nil value such number of that Shareholder's Class E Shares as have an aggregate Net Asset Value equivalent to the Performance Fee at the end of each Calculation Period. An amount equal to the aggregate Net Asset Value of the Class E Shares so redeemed will be paid directly to the Procurement Agent

as a Performance Fee. After the Class E High Water Mark has been achieved, the Performance Fee will be calculated and levied in the same manner as for all other Class E Shares. No Performance Fee will be accrued within the Class for existing Shareholders until the Class E High Water Mark has been recovered.

(b) Premium Subscriptions

Where Class E Shares ("***Premium Shares***") are subscribed for at a time when the net asset value per Class E Share is greater than the Class E High Water Mark (a "***Premium Subscription***"), the prospective investor is required to pay an additional sum equal to the accrual then in place per Class E Share in respect of the Performance Fee (an "***Equalisation Credit***"). The Equalisation Credit is designed to ensure that all Shareholders of a Class have the same amount of capital at risk per Class E Share.

The Equalisation Credit will be at risk in the Fund and will therefore appreciate or depreciate based on the performance of Class E subsequent to the subscription. In the event of a decline in the Net Asset Value per Share, the Equalisation Credit due to the Shareholder will reduce in line with the Performance Fee accrual for other Class E Shares namely by an amount equal to the Relevant Percentage of the amount of the loss on a per Class E Share basis until the Equalisation Credit is exhausted. Subsequent appreciation in the value of the Premium Shares will result in a recapture of any Equalisation Credit lost due to such reductions, but only to the extent of the previously lost Equalisation Credit up to the amount paid at subscription.

At the end of the Calculation Period, an amount equal to the lower of either the Equalisation Credit paid at the time of the Premium Subscription (less any Equalisation Credit previously applied) or the Relevant Percentage of the excess of the asset value per Premium Share over the Class E High Water Mark is applied in the subscription for additional Class E Shares for the Shareholder. If the Shareholder redeems Premium Shares before the last day in any Calculation Period, the Shareholder will receive additional redemption proceeds equal to any Equalisation Credit then remaining multiplied by a fraction, the numerator of which is the number of Premium Shares being redeemed and the denominator of which is the number of Premium Shares owned by the Shareholder immediately prior to the redemption.

General

The Performance Fee will be accrued and taken into account in the calculation of the Net Asset Value per Share on each Valuation Day. The Performance Fee shall be payable in arrears in respect of each Calculation Period. However, if any Shares are redeemed prior to the end of a Calculation Period, an amount equal to any accrued but unpaid Performance Fee in respect of such Shares will crystallise and be paid to the Procurement Agent promptly thereafter.

Classes F and G

No Performance Fee is payable in respect of Class F or Class G.

Ayres

The Procurement Agent shall be responsible for the fees and expenses of Ayres.

Fund Network Fee

In consideration for facilitating the subscription and redemption of Class F Shares and Class G Shares via the Fund Network, Pershing is entitled to receive out of the assets of Class F and Class G a quarterly fee equal to 0.075 per cent. of the Net Asset Value of the Class F Shares and the Class G Shares.

Allfunds Fee

In consideration for facilitating the subscription and redemption of Class H Shares via the Allfunds Platform, Allfunds will receive a one-off set up fee of €15,000 payable by the Fund out of the assets of the Class H Shares (to be amortised over a period of 5 years). In addition, Allfunds will receive out of the assets of the Fund (i) an annual membership fee of €15,000 (to be amortised over the relevant calendar year) and (ii) an intermediation fee equal to 0.07 per cent. per annum of the Net Asset Value of the Class H Shares.

Master Fund Costs and Expenses

The Master Fund has incurred certain costs with respect to the establishment and launch of the Fund and the Master Fund. These costs have been paid out of the proceeds of the initial subscriptions for shares and will be amortised across the Fund for a period of at least 5 years.

The Master Fund will bear the costs and expenses of (i) all transactions carried out by it or on its behalf and (ii) the administration of the Fund and the Master Fund including (a) the charges and expenses of legal advisers and auditors, (b) brokers' commissions and charges, borrowing charges on securities sold short and any issue or transfer taxes chargeable in connection with any securities transactions, (c) all taxes and corporate fees payable to governments or agencies, (d) directors' fees and expenses (if any), (e) interest on borrowings, including borrowings from the Prime Brokers and Custodians, (f) all fees related to the Administrator and the Sub-Administrator, including but not limited to financial reporting, regulatory reporting, corporate secretarial services, tax advice services and other filings, reporting and compliance relating to the Fund and the Master Fund (for example, FATCA/CRS compliance), (g) the cost of any external valuation services if required, (h) the cost of insurance (if any) for the benefit of the Directors, (i) litigation and indemnification expenses and extraordinary expenses not incurred in the ordinary course of business, and (j) all other ongoing organisational and operating expenses (including, without limitation: (aa) expenses relating to accounting, audit and communication expenses with respect to investor services and meeting of Directors and Shareholders and the expenses of preparing and distributing financial, regulatory and other reports, (bb) licensing and registration costs, and (cc) custody fees).

The foregoing list of fees, costs and expenses is not exhaustive. The Master Fund may also bear other costs and expenses, including those directly related to portfolio investments or prospective investments, research, market data, economic, political or market intelligence and other information utilised with respect to the Master Fund's investment programme, and costs incurred by the Fund, the Procurement Agent and the AIFM directly associated with registering or marketing the Fund or its shares for sale in a particular jurisdiction, if applicable.

Costs and expenses that relate solely to a Class(es) or Series of Shares may be borne by the relevant Class(es) or Series, as the case may be.

Dividend Policy

It is not envisaged that any income or gains will be distributed by the Fund or the Master Fund by way of dividend. This does not preclude the Directors from declaring a dividend at any time in the future if they consider it appropriate to do so. In the event that a dividend is declared and remains unclaimed after a period of six years from the date of declaration, such dividend will be forfeited and will revert to the Fund. To the extent that a dividend may be declared, it will be paid in compliance with any applicable laws.

Reports and Financial Statements

Annual financial statements of the Fund and Master Fund will be made up to 31 December in each year. An annual report and the audited financial statements of the Fund and Master Fund will be sent to Shareholders within 90 days of the end of each financial year (or as soon thereafter as practicable).

Taxation

On the basis of current Cayman Islands law and practice, neither the Fund nor the Master Fund is liable to taxation in the Cayman Islands.

Prospective applicants for Shares should consult their own advisers as to the particular tax consequences of their proposed investment in the Fund.

INVESTMENT OBJECTIVE, APPROACH AND RESTRICTIONS

Investment Objective

The Fund and, where the context requires or permits, references herein to the investment objective and investment approach of the Fund shall include the investment objective and investment approach of the Master Fund, invests all of its assets (to the extent not retained in cash) in the ordinary shares of the Master Fund.

The investment objective of the Master Fund is to generate long-term capital appreciation through investing primarily in publicly traded financial instruments that are economically tied to the countries of Latin America or whose performance is otherwise linked to the markets, economy or financial capacity of the countries of Latin America. The Master Fund will seek to capitalise upon public market investment opportunities and dislocations across asset classes. The Master Fund will not invest in private markets.

There can be no assurance that the Master Fund will achieve its investment objective.

Investment Approach

The AIFM will take an opportunistic approach across a spectrum of investment opportunities filtered via "top-down" country-sector analysis combined with a "bottom-up" due-diligence of investment opportunities that are consistent with the investment objective. The investment process will benefit from accessing global and local information flows. Politics and macroeconomics are continuously monitored to optimise the level of aggregate portfolio risk.

The Fund will seek to achieve its investment objective by investing across a wide range of asset classes including, without limitation, listed and unlisted bonds, loans, listed and unlisted equities, preferred stocks and convertibles. In addition, the Fund may utilise exchange-traded and over-the-counter derivatives including forwards, futures, options and swaps on all asset classes for investment and/or hedging purposes.

The Fund will be able to short-sell securities and derivatives for investment purposes, where suitable from a regulatory perspective, and to invest from a relative-value perspective vis-à-vis other countries in the region from time to time.

There are no restrictions on the strategies that the Fund may pursue in relation to events, situations and circumstances including, without limitation, those relating to or affecting particular assets, securities, issuers, sectors, activities and/or markets.

Portfolio Hedging

As the AIFM deems suitable, the Fund may opportunistically hedge all or part of the Fund's aggregate portfolio exposure including, without limitation, currency, interest rate, credit and/or macro risks, including by employing derivatives, short-selling and other hedging techniques.

Leverage

The Master Fund may be leveraged through borrowing cash, securities, and other instruments and entering into derivative transactions that have the effect of leveraging its portfolio.

The AIFM expects to employ leverage in its activities subject to maximum limits on the use of leverage agreed with the Directors from time to time. As at the date hereof, the Directors have resolved that a maximum gross leverage of 10 times the value of assets under management and a maximum commitment leverage of 8 times the value of assets under management apply to the Master

Fund from time to time, in each case calculated in accordance with the methodology provided for under the AIFMD..

The AIFM may make recommendations to the Directors from time to time in respect of increasing or decreasing the extent to which the AIFM may engage in trading on a leveraged basis. It is also expected that the Directors, without seeking the consent of any Shareholder, but in accordance with the rules of the FCA and with the consent of the AIFM, will consider whether or not any variation of the applicable limit on the use of leverage is appropriate on a periodic basis.

Save as set out herein, the Master Fund has not imposed any restrictions on the use of leverage, or a maximum amount which may be employed.

The Fund does not employ leverage.

Proportion of assets subject to SFTs or TRSs

The Master Fund may enter into SFTs and/or TRSs with each Prime Broker and Custodian and/or other brokers and/or trading counterparties (each a "Trading Counterparty"). The Master Fund will only enter into SFTs and TRSs with Trading Counterparties which the Directors believe to be reputable and creditworthy and in accordance with the counterparty selection process of the AIFM. In determining such creditworthiness, the Directors will have regard to any credit rating of the relevant Trading Counterparty and/or the availability of any guarantee and/or collateral cover. Trading Counterparties may be entitled to receive a fee or commission in respect of any SFT or TRS executed by the Master Fund, which may be reflected in the economics of the relevant transaction.

The Master Fund has not imposed a limit on the use of SFTs and TRSs.

A variable proportion of the assets of the Master Fund, expected to be between 20 per cent and 100 per cent of its Net Asset Value, will be subject to SFTs and TRSs, but this may change in the absolute discretion of the AIFM.

Changes to the Investment Objective and Approach

Changes to the investment objective and approach of the Fund and the Master Fund may be affected by the Directors following consultation with the AIFM. Shareholders will be given reasonable advance notice of any material changes to the investment objective and approach of the Fund and/or the Master Fund and will be provided with an opportunity to redeem their Shares before such changes come into effect.

Portfolio Construction and Monitoring

It is the policy of the AIFM that the assets of the Fund are predominantly fully invested. However, the AIFM may hold certain assets in cash or cash equivalents, including money market and similar funds from time to time, should they consider that this is required for efficient portfolio management or in the best interests of the Fund.

The Fund, via the Master Fund, may invest through one or more special purpose vehicles (each an "***Investment Vehicle***") where the Directors of the Master Fund consider that it may be commercially advantageous and/or efficient and/or provide a practicable means of access to the relevant instrument, asset or strategy. Investment Vehicles through which the Master Fund may invest may be domiciled in any jurisdiction. The equity share capital of any Investment Vehicle may be directly or indirectly wholly or partially-owned by the Master Fund or may be owned by other funds, managed or advised by the AIFM or third parties, or a mixture of the foregoing. In addition, Investment Vehicles may themselves invest through further Investment Vehicles. The Master Fund may structure its economic interest in an Investment Vehicle through a variety of means, including without limitation, by holding equity interests, debt instruments (including debt instruments secured on the assets of the relevant

Investment Vehicle) or derivatives, or a combination thereof. Third parties, including other funds managed or advised by the AIFM, may also have direct or indirect economic exposures to the Investment Vehicle(s), which may rank senior to the Master Fund's interests.

PROCUREMENT AGENT

Each of the Fund and the Master Fund has appointed the Procurement Agent to procure the appointment of the AIFM as the alternative investment fund manager of the Fund and the Master Fund respectively, the Research Provider as a provider of research services to Ayres and each Argentine Introducer and the European Introducer, respectively, as placement agents of the Fund. The activities of the Procurement Agent will not constitute "securities investment business" for the purposes of the Securities Investment Business Law (Revised) of the Cayman Islands or "mutual fund administration services" for the purposes of the Mutual Funds Law (Revised) of the Cayman Islands. The Procurement Agent is not subject to regulation by the Cayman Islands Monetary Authority.

The Procurement Agent is a Cayman Islands exempted limited company.

AIFM

Each of the Fund and the Master Fund has appointed Mirabella Financial Services LLP as alternative investment fund manager to provide the Fund and the Master Fund, respectively, with portfolio management and risk management services.

Mirabella Financial Services LLP was incorporated as a limited liability partnership in England and Wales on 18 August 2004 and is authorised and regulated by the FCA as an alternative investment fund manager pursuant to the AIFM Directive. The AIFM also reports as an exempted reporting adviser to the U.S. Securities and Exchange Commission (the "***SEC***"). The AIFM acts as the "alternative investment fund manager" of the Fund and the Master Fund for the purposes of the AIFM Directive.

The AIFM has entered into a Secondment Agreement with Ayres pursuant to which Ayres will provide the AIFM with services and personnel to assist it with the provision of portfolio management services. These arrangements will include the secondment by Ayres of Pablo Federico to the AIFM to act as the lead portfolio manager of the Fund and the Master Fund.

Marketing services will be provided by Ayres acting as an appointed representative of Mirabella Advisers LLP.

From inception of the Fund until 31 March 2020, Macrosynergy acted as the AIFM of the Fund and the Master Fund. During this period, Pablo Federico had principal responsibility for the investment management of the Fund and the Master Fund.

Ayres, with the acknowledgement of the Procurement Agent, has appointed the Research Provider to provide it with certain consultancy and research services pursuant to the Research Services Agreement.

Pablo Federico

Pablo Federico, PhD, is the principal of Ayres, which he founded in March 2020. Prior to founding Ayres, between January 2017 and March 2020, Pablo was a member of the investment team of Macrosynergy, the former alternative investment fund manager of the Fund and the Master Fund, where he was responsible for managing the Fund and the Master Fund and related strategies. Prior to joining Macrosynergy, Pablo spent four years at BlackRock, where he was a portfolio manager within the Multi-Asset Strategies Group. While at BlackRock, he was responsible for the development and management of fundamental investment strategies across asset classes in Emerging Markets. More recently, Pablo was responsible for managing an opportunistic strategy investing across Argentine asset classes.

Prior to working at BlackRock, Pablo consulted for the International Monetary Fund, the World Bank Group and the Inter-American Development Bank. His research targeted policy-relevant issues in financial markets and international finance and has been published in leading financial and policy journals. Previous to that, Pablo worked as a corporate analyst in the Buenos Aires branch of LECG, developing valuation models for corporates across regulated sectors in Argentina.

Pablo earned BS and MA degrees in economics from Universidad del CEMA and a PhD in Economics from University of Maryland, College Park.

General

The AIFM was appointed pursuant to an alternative investment management agreement among the AIFM, the Procurement Agent, the Fund and the Master Fund, as may be amended from time to time (the "***AIFM Agreement***"). Under the AIFM Agreement, the AIFM has, inter alia, full discretion to invest the assets of the Fund and the Master Fund in pursuit of the investment objective and approach.

In the event that Pablo Federico (a) is unable to perform his functions as portfolio manager of the Fund and the Master Fund for a period of 45 consecutive days as a result of disability, illness or permanent incapacitation, (b) ceases to provide investment management services to the AIFM or ceases to direct the investment decisions of the AIFM in respect of the Fund and the Master Fund, (c) is charged, indicted, convicted or the subject of a formal investigation by any government agency or regulatory authority with competent jurisdiction with respect to financial services, (d) is convicted of a criminal felony, or (e) fails to devote substantially all of his business time and attention to the provision of portfolio management services to the AIFM under the terms of the Secondment Agreement (each being a "***Key Man Event***"), then the Fund shall notify Shareholders within 5 Business Days of the occurrence of the relevant Key Man Event.

The AIFM maintains professional indemnity insurance relating to professional liability risks, in accordance with its obligations under the rules of the FCA.

The AIFM, Ayres (and/or their respective members, employees, secondees, related entities and connected persons) may subscribe, directly or indirectly, for Shares (and/or Management Shares).

The AIFM intends to utilise a range of local consultants in countries in which the Master Fund holds investments, including consultants employed on an exclusive, full-time basis to assist the AIFM in analysing investment opportunities for the Fund.

DIRECTORS

Directors' Functions

The Directors are responsible for the overall management and control of the Fund and the Master Fund in accordance with the respective Articles. The Directors review the operations of the Fund and the Master Fund at regular meetings and it is the current intention of the Directors to continue to meet at least quarterly. For this purpose, the Directors receive periodic reports from the AIFM detailing the performance of the Master Fund and providing an analysis of its investment portfolio. The AIFM will provide such other information as may from time to time be reasonably required by the Directors for the purpose of such meetings.

Directors of the Fund and the Master Fund

Sean Flynn

In January 2007, Sean co-founded HF Fund Services Ltd. ("***HF***"), a Cayman Islands-based company licensed in the Cayman Islands, with offices in Dublin and Singapore, to provide independent directors to alternative investment funds and investment management companies. He currently serves as an independent director on several Cayman Islands-based alternative investment funds and investment management companies. Previously, Sean was a Managing Director at UBS with global responsibility for all of its hedge fund administration business. He started the hedge fund administration business for UBS in the Cayman Islands in 1992, establishing offices in Dublin, Toronto, New York and London. He has served as a director for the past 25 years on Cayman Islands licensed banks, hedge funds, venture capital, real estate and private equity funds. He has been a member of various private sector and Government committees promoting Cayman as the leading hedge fund domicile. He has served as a member of the Cayman Government's Financial Service Counsel. He is a founding member and former president of the Cayman Islands Fund Administrators Association. Prior to joining UBS in 1986, he was employed with Deloitte in Cayman and KPMG in Dublin. He is a fellow of the Institute of Chartered accountants of Ireland and holds a bachelor of commerce degree from University College Dublin.

Patrick Harrigan

In January 2007, Patrick co-founded HF, a Cayman Islands-based company licensed in the Cayman Islands, with offices in Dublin and Singapore, to provide independent directors to alternative investment funds and investment management companies. He currently serves as an independent director on several Cayman Islands-based alternative investment funds and investment management companies. In 1996, Patrick founded Oxford Advisors Ltd, a Cayman Islands-based mutual fund management company. From 1996 to 2006, he was responsible for the creation of a family of 11 funds, including a multi-manager fixed income fund, a market neutral fund of funds, and several alternative fund of funds. He served on the board of directors of each of these companies. He increased Oxford's assets under management from US$25 million in 1996 to US$4.5 billion in 2006. In November 2006, he sold the funds' management shares to a large financial institution.

Victoria Parry

Victoria Parry was Global Head of Product Legal for Man Group plc until April 2013 and now acts as an independent non-executive director and consultant to the funds industry. Prior to the merger of Man Group plc with GLG Partners in 2010, she was Senior Legal Counsel for GLG Partners. Victoria joined Lehman Brothers International (Europe) in April 1996 where she was Legal Counsel with responsibility for inter alia the activities of the GLG Partners division and left Lehman Brothers in September 2000 upon the establishment of GLG Partners. Prior to joining Lehman Brothers in 1996 Victoria practised as a solicitor with a leading London based firm of solicitors. Victoria graduated from University College Cardiff, with a LLB (Hons) in 1986. Victoria is a solicitor and a member of

the Law Society of England and Wales. Victoria is a director of a number of other companies including funds managed or advised by Man Group plc and others.

All the Directors act in a non-exclusive capacity in relation to the Fund and the Master Fund. For the purposes of this Prospectus, the address of each of the Directors is the registered office of the Fund. Each of the Directors may be a director of Investment Vehicles. Investment Vehicles may have boards comprising different directors or all or a number of the Directors. Each of the Directors is registered or licensed with the Cayman Islands Monetary Authority pursuant to the Directors Registration and Licensing Law, 2014 of the Cayman Islands.

The Secretary of the Fund and the Master Fund is CFS Secretary Ltd, an affiliate of the Administrator.

ADMINISTRATOR; EXTERNAL VALUER

Administrator

The Fund and the Master Fund have entered into an administration agreement (the "***Administration Agreement***") appointing Citco Fund Services (Cayman Islands) Limited as administrator. The Administrator performs certain administrative, accounting, registrar, transfer agency and other services for the Fund and the Master Fund, subject to the overall supervision of the Fund's and the Master Fund's Board of Directors.

The Administrator is responsible for providing administration services in relation to the Fund and the Master Fund, including, but not limited to, the calculation of the Net Asset Value and the Net Asset Value per Share, arranging for the payment of expenses, maintaining books and records, assisting in communications with investors, assisting the auditors in preparing the accounts of the Fund and the Master Fund, serving as the agent of the Fund for the issue and redemption of Shares and acting as registrar of the Fund and the Master Fund. The Administrator is also responsible for calculating the Performance Fee.

The Administrator may utilise the services of its affiliates in connection with the services provided by the Administrator to the Fund, and currently utilises Citco Fund Services (Ireland) Limited as sub-administrator to the Fund and the Master Fund (the "***Sub-Administrator***") to provide certain accounting and other administrative services to the Fund and the Master Fund. All fees and expenses of the Sub-Administrator are paid by the Administrator out of its fee. The Sub-Administrator's principal business office is located at Custom House Plaza, Block 6, International Financial Services Centre, Dublin 1, Ireland.

The Administrator in no way acts as guarantor or offeror of the Shares or any underlying investment, nor is it responsible for the actions of the Fund's sales agents, Prime Brokers and Custodians, any other brokers or the AIFM. The Administrator will not be responsible for monitoring any investment restrictions or compliance with any investment restrictions and therefore will not be liable for any breach thereof.

External Valuer

The Fund, Master Fund and AIFM have entered into the External Valuer Agreement appointing Citco Fund Services (Ireland) Limited as the external valuer of the Fund and Master Fund for the purposes of the AIFM Directive, pursuant to which the External Valuer will perform certain external valuer services including attributing a value to certain investments of the Master Fund and reporting such values to the Administrator and the AIFM, in accordance with this Prospectus and the Fund and Master Fund's Valuation Policy, such policy being prepared by the AIFM and approved by the Fund and Master Fund. The content of the Valuation Policy will be agreed between the External Valuer and the AIFM, and approved by the Fund and Master Fund, from time to time.

General

Each of the Administrator and External Valuer is a service provider to the Fund and the Master Fund and does not have any responsibility or authority to make investment decisions, nor render investment advice, with respect to the assets of the Fund or the Master Fund and therefore will not be in any way responsible for the performance of the Fund or the Master Fund.

The Fund and the Master Fund reserve the right, in agreement with the AIFM, to change the administration and valuation arrangements described above by agreement with the Administrator or External Valuer, and/or in their discretion, with the agreement of the AIFM, to appoint an alternative administrator or external valuer without prior notice to Shareholders.

DEPOSITARY SERVICES PROVIDER

The Depositary Services Provider has been appointed to act for the Fund and the Master Fund pursuant to a depositary services provider agreement (the "***Depositary Services Agreement***"). The Depositary Services Provider is organised under the laws of Malta and is an affiliate of the Administrator and External Valuer.

Pursuant to the Depositary Services Agreement, the Depositary Services Provider is appointed to carry out certain cash flow monitoring, verification of non-custodial assets and oversight services as set out under Article 21(7), (8)(b) and (9) of the AIFM Directive, and including but not limited to the following:

(i) ensuring that the Fund's and Master Fund's cash flows are properly monitored, and that all payments made by or on behalf of Shareholders upon the subscription for Shares have been received and that all cash of Fund and Master Fund has been booked in cash accounts opened in the name of the Fund or Master Fund, or in the name of the Depositary Services Provider, acting on behalf of the Fund or Master Fund;

(ii) verifying, in respect of assets that are not required to be held in custody, that the Master Fund is the owner of such assets based on information or documents provided by the Master Fund or AIFM and where available based on external evidence, and the maintenance of a record accordingly;

(iii) ensuring that the issue and redemption (and, where relevant, the sale, repurchase and cancellation) of Shares are carried out in accordance with the Articles and applicable law;

(iv) ensuring that the Net Asset Value is calculated in accordance with the Articles and applicable law;

(v) ensuring that in transactions involving the Fund's or Master Fund's assets any consideration is remitted to the Fund or Master Fund as applicable within the usual time limits; and

(vi) ensuring that the Fund's income is applied in accordance with the Articles and applicable law.

The Depositary Services Provider will carry out the instructions of the AIFM unless they conflict with applicable law or the Articles.

The Depositary Services Provider is a service provider to the Fund and the Master Fund and does not have any responsibility or authority to make investment decisions, nor render investment advice, with respect to the assets of the Fund or the Master Fund.

The Fund and the Master Fund reserve the right, in agreement with the AIFM, to change the depositary services provider arrangements described above by agreement with the Depositary Services Provider, and/or in their discretion, with the agreement of the AIFM, to appoint an alternative depositary services provider without prior notice to Shareholders.

PRIME BROKERS AND CUSTODIANS TO THE MASTER FUND

J.P. Morgan Clearing Corp., J.P. Morgan Securities LLC and affiliates

J.P. Morgan Clearing Corp. ("***JPMCC***"), J.P. Morgan Securities LLC (previously known as J.P. Morgan Securities Inc.) ("***JPMS***"), and their affiliates (JPMCC, JPMS and each such affiliate, a "***JP Morgan Entity***" and collectively, "***JP Morgan***") provides prime brokerage (including custody), margin financing and stock lending services with respect to the Master Fund's securities and cash carried on the books of JP Morgan. Such services are provided pursuant to a series of agreements (the "***JPM Customer Documents***"), including specifically an Institutional Account Agreement with JP Morgan in compliance with the laws, rules and regulations of the United States Securities and Exchange Commission and other exchanges and dealer associations by which certain of the JP Morgan Entities are regulated (collectively, the "***U.S. Rules***"). The Master Fund may also enter into principal transactions with one or more JP Morgan Entities.

The Master Fund's assets that are held by JP Morgan shall be subject to a charge and lien to secure the Master Fund's liabilities and obligations to JP Morgan. In connection with its services hereunder JP Morgan is expected to carry out the duties referred to in Article 21(8)(a) of the AIFM Directive.

To the extent permitted under U.S. Rules, the Master Fund's assets that are not required by U.S. Rules to be segregated may be borrowed, lent or otherwise used by JPMCC for its own purposes.

Cash held with JPMCC may be used by JPMCC in the course of its business to the extent permitted by the U.S. Rules.

A JP Morgan Entity may appoint sub-custodians, including its own affiliates. The JPM Customer Documents provide that any JP Morgan Entity appointing a sub-custodian is required to exercise reasonable skill, care and diligence in the selection of any such sub-custodian, to satisfy itself as to the ongoing suitability of such sub-custodian to provide custodial services, and to maintain an appropriate level of supervision over such sub-custodian and make appropriate inquiries periodically to confirm that the obligations of such sub-custodian continue to be competently discharged. Notwithstanding anything to the contrary in the Institutional Account Agreement, a JP Morgan Entity will be liable only for loss or damage arising out of the insolvency, acts or omissions of any sub-custodian appointed by such JP Morgan Entity that is a JP Morgan affiliate, but shall not be liable for any loss or damage arising out of the insolvency, acts or omissions of any sub-custodian appointed by such JP Morgan Entity that is not a JP Morgan affiliate.

Neither JPMCC nor any other JP Morgan Entity will be liable for any loss to the Master Fund resulting from any act or omission in relation to the services provided under the terms of the JPM Customer Documents unless such loss results from the gross negligence, bad faith, fraud or wilful misfeasance of JPMCC or any other JP Morgan Entity, nor shall JPMCC or any other JP Morgan Entity be liable for consequential or other types of special damages, or for losses to the Master Fund caused by the insolvency or acts or omissions of any sub-custodian (other than JP Morgan affiliates, to the extent described above) or other third party by whom or in whose control any of the Master Fund's investments or cash may be held. The Master Fund has agreed to indemnify JPMCC and the other JP Morgan Entities against any loss suffered by and any claims made against them to the extent set forth in the JPM Customer Documents.

Neither JPMCC nor any other JP Morgan Entity has any involvement in the supervision, management or decision-making relating to the Master Fund's investments or any responsibility for monitoring whether investments are in compliance with any internal policies, investment goals or limitations of the Master Fund, and neither JPMCC nor any other JP Morgan Entity will be responsible for any losses suffered by the Master Fund except as described above.

JPMCC and each other JP Morgan Entity reserve the right not to clear transactions and not to provide any of the services described above if the provision of such services or the clearing of transactions

presents a risk unacceptable to them and reserve the right to terminate the arrangements in accordance with the provisions of the JPM Customer Documents. The JPM Customer Documents may be terminated by the Master Fund on 15 days' prior written notice or immediately on the insolvency of JPMCC, provided, however, that in each case the Master Fund termination of the JPM Customer Documents shall not be effective until the Master Fund has fully satisfied its obligations under the JPM Customer Documents. Consequently, any exercise by the Master Fund of its right to terminate the JPM Customer Documents (whether upon 15 days' prior written notice or immediately on the insolvency of JPMCC) shall not give rise to any rights for the Master Fund to close-out any open transactions or positions under the JPM Customer Documents.

JP Morgan is a service provider to the Master Fund and is not responsible for the preparation of this document or the activities of the Master Fund and therefore accepts no responsibility for any information contained in this document. JP Morgan does participate in the investment decision-making process.

General

Collateral and re-use of assets arrangements in respect of the Master Fund and the Prime Brokers and Custodians are described above.

The Master Fund may be required to deliver collateral from time to time to its Trading Counterparties under the terms of the relevant agreements (including, but not limited to, ISDA master agreements and/or the global master securities lending agreements, credit support documentation and/or securities lending, repurchase, foreign exchange and/or futures clearing agreements), by posting cash and/or securities as initial margin and/or variation margin. It is expected that variation margin will be calculated on a daily mark-to-market basis. The Master Fund may deliver such collateral by way of title transfer or by way of security interest (and, in certain circumstances, may grant a right of reuse of such collateral) to a Trading Counterparty.

The treatment of such collateral varies according to the type of transaction and where it is traded. Under transfer of tile or re-use arrangements, securities and other assets deposited as collateral will generally become the absolute property of the Trading Counterparty, when the collateral is deposited or, as the case may be, at the time of re-use and the Master Fund will have a right to the return of equivalent assets. A right to the return of equivalent assets will normally be unsecured and the collateral will be at risk in the event of the insolvency of the Trading Counterparty. There are generally no restrictions on the re-use of collateral by such trading counterparties and brokers.

Collateral in the form of securities may also be held as a custody asset of the Master Fund subject to a charge given in favour of the Trading Counterparty and, in some cases, other members of the Trading Counterparty's group as security for the Master Fund's obligations to the Trading Counterparty (and, where applicable, other members of its group). When collateral in the form of securities is held subject to a charge, the Master Fund will retain a proprietary interest in such collateral. Generally, on the insolvency of the Trading Counterparty, while the Master Fund will retain its proprietary interest in the collateral, this may be subject to stays of action, delays and/or additional charges as part of the insolvency process.

Cash collateral will generally be transferred to the relevant Trading Counterparty and constitute an asset of such Trading Counterparty and the Master Fund will be an unsecured creditor with respect to the return of such cash on the insolvency of the relevant Trading Counterparty.

The Master Fund is generally expected to enter into SFTs and/or TRSs under which it is entitled to collect variation margin as security. In respect of such instruments, the Master Fund may in certain circumstances receive both in the form of cash and securities (which, in the case of TRSs, is generally expected to comprise variation margin posted by a Trading Counterparty to cover the Master Fund's exposures under OTC derivative transactions). Collateral received will typically be valued on a daily mark-to-market basis. It is anticipated that such collateral will generally be restricted to cash and/or

high quality government bonds of any maturity which will be held by a Prime Broker and Custodian and/or its sub-custodians in its capacity as sub-custodians for the Master Fund as described under "Prime Brokers and Custodians" below. Collateral received, other than cash, is generally expected to be liquid such that it can be sold quickly at a price that is close to pre-sale valuation. Collateral received is not expected to display a high correlation with the performance of the Trading Counterparty. Collateral accepted is not subject to any diversification requirements. There are no restrictions on the re-use of collateral by the Master Fund under the terms of this Prospectus.

The Master Fund reserves the right, in agreement with the AIFM, without prior notice to Shareholders to change the prime brokerage and custodian arrangements described above by agreement with JP Morgan at its discretion and/or to appoint additional or alternative prime brokers and custodians without prior notice to Shareholders.

Shareholders will be notified in due course of any appointment of additional or alternative prime brokers and custodians.

CLEARING BROKER

Clearing Broker

J.P. Morgan Securities Ltd. has been appointed as a clearing broker for the Master Fund. The Clearing Broker has agreed to provide execution and clearing services for futures and options contracts and contracts cleared alongside futures and options on a central counterparty to the Master Fund pursuant to a client agreement (the "***Clearing Broker Agreement***"). The Clearing Broker is regulated in the conduct of its business by the FCA. In its capacity as clearing broker, the Clearing Broker may execute futures and options for the Master Fund, and clear and settle such transactions. Also, the Clearing Broker may clear other futures and options transactions executed by other brokers and given up to the Clearing Broker in accordance with the relevant International Uniform Brokerage Execution Services ("***Give-Up***") Agreement. In addition, the Master Fund will be counterparty to transactions to which it enters into under the Clearing Broker Agreement with the Clearing Broker unless applicable exchange or clearing house rules provide otherwise.

The Master Fund's obligations and liabilities to the Clearing Broker are secured by way of a first fixed charge in favour of the Clearing Broker over certain of the investments and other assets of the Master Fund delivered to the Clearing Broker. Additionally, as security against the Master Fund's obligations under the Clearing Broker Agreement, the Clearing Broker is entitled to take property that it may require from the Master Fund. Under the Clearing Broker Agreement, property may pass from the Master Fund to the Clearing Broker by way of outright title transfer and the Clearing Broker shall have the right to deal with, lend, dispose of, pledge, charge or otherwise use all of the property subject to an obligation on the Clearing Broker to redeliver equivalent property upon the Master Fund satisfying its obligations to the Clearing Broker.

General

The Clearing Broker is a service provider to the Master Fund only. The Clearing Broker does not endorse the Master Fund and is not responsible for the preparation of this document or the activities of the Master Fund and therefore accepts no responsibility for any information contained in this document. The Clearing Broker does participate in the investment decisions of the Master Fund and has no obligation to provide any advice in relation to the management of the Master Fund's investments.

The Master Fund reserves the right to change the arrangements described above by agreement with the Clearing Broker and/or, in its discretion, to appoint additional or alternative clearing broker(s) without prior notice to Shareholders.

SUBSCRIPTIONS

Offer

Up to 49,990,000 ordinary shares of par value US$0.001 issued as Class X Shares, Class S Shares, Class B Shares, Class C Shares, Class D Shares, Class E Shares, Class F Shares, Class G Shares or Class H Shares are in issue or available for issue. No part of the initial offer has been underwritten or guaranteed.

Unless otherwise determined by the Directors (with the consent of Ayres), the Class S Shares are closed to subscriptions from new investors. Existing holders of Class S Shares may make additional subscriptions for Class S Shares.

Management Shares are not being offered for subscription pursuant to this Prospectus but are available for subscription at any time by investors who are able to satisfy the eligibility criteria set out under "Rights of the Shares and Management Shares" under "General and Statutory Information".

Subscriptions

Classes X, S, B, C, D and H

Shares in Classes X, S, B, C, D and H of the Fund are offered for subscription in Series, designated and identified by reference to the Subscription Day upon which they were issued and subject to the discretion of the Directors, by investor. The relevant Series of each of Classes X, S, B, C, D and H will be available for subscription on each Subscription Day at a Subscription Price of $100 per Share.

Classes E, F and G

Shares in Classes E, F and G of the Fund are not issued in Series. Shares in each of Classes E, F and G will be issued on the initial Subscription Day at a Subscription Price of $100 per Class E Share. Thereafter, on each subsequent Subscription Day, Shares in Classes E, F and G will be issued at a Subscription Price equal to the Net Asset Value per Share of the relevant Class on the corresponding Valuation Day.

General

Subscriptions for Class X Shares, Class S Shares and Class B Shares are payable in cash or in-kind. Subscriptions for Class C Shares, Class D Shares, Class E Shares, Class F Shares, Class G Shares and Class H Shares are payable in cash only.

The Class X Shares, Class S Shares, Class B Shares and Class F Shares are available for subscription by Argentine investors introduced to the Fund by an Argentine Introducer. Subscriptions for Class F Shares are made via the Fund Network.

The Class C Shares are available for subscription by non-Argentine individual investors.

The Class D Shares are available for subscription by non-Argentine institutional investors.

The Class E Shares are available for subscription by investors introduced to the Fund by the European Introducer.

The Class G Shares are available to all eligible non-Argentine investors via the Fund Network.

Subscriptions for Class H Shares are made via the Allfunds Platform.

In each case, the relevant investor must satisfy the relevant eligibility criteria described in this Prospectus. The Directors shall determine, in their absolute discretion, a person's eligibility to subscribe for or hold any Class of Shares.

The Directors are authorised to close the Fund or any Class of Shares to new subscriptions on such basis and on such terms as the Directors may in their absolute discretion determine.

Procedure

The Fund may agree to accept an in-kind contribution of assets to the Fund with respect to subscriptions for Class X Shares, Class S Shares and Class B Shares. The value attributed to such assets upon their contribution is expected to be determined in accordance with the principles set out in this Prospectus.

Applicants for Shares, including Shareholders wishing to apply for additional Shares of any Class, must send their completed application form together with any supporting documentation required to satisfy anti-money laundering requirements to the Sub-Administrator by mail, pdf email or via the Administrator's portal so as to be received by the Sub-Administrator by no later than 5.00 p.m. (Dublin time) on the Valuation Day preceding the relevant Subscription Day.

The Fund is not bound to but may agree entirely at its discretion to accept a contribution of assets to the Fund as consideration for a subscription for Class X Shares, Class S Shares or Class B Shares (an "***In Kind Subscription***"). Applicants for Class X Shares, Class S Shares or Class B Shares wishing to make an In Kind Subscription will be required to agree the arrangements with respect to delivery of such assets to the Master Fund in such manner and by such time as the Fund may determine prior to the intended Subscription Day on which their application is intended to take effect. If any assets delivered to the Master Fund are not consistent with the Master Fund's prior agreement to accept such assets in any way, the relevant applicant's application shall be voidable at the Fund's discretion and the Fund shall use its reasonable endeavours to procure the return of such assets to the relevant applicant. The Fund accepts no liability whatsoever with respect to the delivery of any assets with respect to such an In Kind Subscription and any applicant for Class X Shares, Class S Shares or Class B Shares wishing to make any such contribution shall be required to indemnify and hold the Master Fund harmless against any and all costs and expenses associated with the contribution of assets (which costs and expenses may be set off against the value attributed to the relevant assets for the purposes of calculating the value of the Shares to be issued to the relevant applicant).

The number of Shares to be issued to any applicant for Class X Shares, Class S Shares or Class B Shares in respect of an In Kind Subscription will be determined by the Administrator in its absolute discretion. Such number of Class X Shares, Class S Shares or Class B Shares shall be determined by dividing the aggregate value of the assets delivered to the Master Fund in connection with the In Kind Subscription (less any adjustments necessary with respect to costs and expenses associated with the contribution of such assets) by the Subscription Price. The value of any assets so delivered to the Master Fund shall be determined by the Administrator (if the relevant assets are regarded as Level 1 or Level 2 Assets for the purposes of U.S. GAAP) or the Master Fund as relevant, in accordance with the valuation policy of the AIFM. Such determination of value shall be entirely at the discretion of the Administrator and/or the Master Fund as relevant and shall be fully binding upon the Fund and the relevant applicant for Shares. Any such contributed assets are expected to be valued in their local currency, which will be converted to U.S. Dollars using the applicable foreign exchange rate as at market open on the relevant Subscription Day.

Cleared funds (in respect of cash subscriptions) or the appropriate documentation (or, in the case of subscriptions in cash or in-kind) must be received by the Sub-Administrator no later than 5.00 p.m. (Dublin time) on the Valuation Day preceding the relevant Subscription Day, failing which) the application will, subject to the discretion of the Directors, be held over to the following Subscription Day following satisfaction of such conditions and Shares of the relevant Class will then be issued at the relevant Subscription Price on that Subscription Day.

Fractions of Shares will, if necessary, be issued. Interest on subscription monies will accrue to the Fund.

The Fund in its discretion, reserves the right to reject applications for subscriptions, in whole or in part, for any or for no reason. The Fund, or the Administrator on its behalf, may return, without interest at the risk and cost of the applicant (i) any funds paid in connection with a subscription that has been rejected to the account from which such funds have been paid (ii) any certificates of ownership offered in lieu of cash to subscribe for Shares.

The Sub-Administrator will issue a written confirmation to successful applicants confirming acceptance of their application. Once completed applications have been received by the Sub-Administrator, they are irrevocable, save as the Directors may otherwise determine.

Applications for Shares will not be dealt with and Shares will not be issued until receipt of notification that an applicant's funds or in-specie assets have been cleared or received in the full amount of the subscription. Subject thereto, subscription monies or in-kind contribution of securities paid by a subscriber for Shares will accordingly be subject to investment risk in the Fund from the relevant Subscription Day.

Where a subscription for Shares is accepted, the Shares will be treated as having been issued with effect from the relevant Subscription Day notwithstanding that the subscriber for those Shares may not be entered in the Fund's register of members until after the relevant Subscription Day. The subscription monies paid by a subscriber for Shares will accordingly be subject to investment risk in the Fund from the relevant Subscription Day. Details of the Subscription Price may be obtained by the relevant Shareholder from the Administrator.

Minimum Investment

The minimum initial investment per subscriber is:

- US$1,000,000 in the case of Classes X, S, C, E, F, G and H (or a contribution of appropriate securities with a market value equal to a minimum of US$1,000,000 in the case of Classes X and S); and

- US$10,000,000 in the case of Classes B and D (or a contribution of appropriate securities with a market value equal to a minimum of US$10,000,000 in the case of Class B),

or, in each case, such lesser amount as the Directors may in their discretion determine, provided that such amount is not less than US$100,000 or a contribution of appropriate securities with a market value equal to a minimum of US$100,000, as applicable.

These requirements will not apply to direct or indirect subscriptions by the AIFM, Ayres and any of their respective members, directors, employees, related entities and connected persons provided that the minimum initial investment per such investor is not less than US$100,000.

The minimum amount of additional subscriptions per investor is US$100,000, or such lesser amount as the Directors may in any particular case determine.

Minimum Holding

Shareholders must maintain the applicable Minimum Holding. A decline in the Net Asset Value of a Shareholder's Shares as a result of negative fluctuations in the Fund's performance will not cause such Shareholder to cease being eligible for that Class of Shares.

If a holder of Shares ceases to be eligible for that Class, upon a redemption of Shares, the Fund may (and generally will) compulsorily redeem those Shares, on the Redemption Day on which the relevant redemption is effective.

New Issues

The Master Fund may, from time to time, purchase New Issues. New Issues are, with certain exceptions, equity securities which are part of an initial public offering. Investment in New Issues may be limited by rules imposed by FINRA, which seek to provide that investment in New Issues by an entity such as the Master Fund (or a class of the Master Fund) is only permissible where either: (i) beneficial ownership by Restricted Persons does not exceed in the aggregate ten per cent. of the Master Fund (or a class of the Master Fund), or (ii) beneficial ownership by Restricted Persons does exceed ten per cent. of the Master Fund (or a class of the Master Fund), but no more than ten per cent. of the profits and losses from the Master Fund (or a class of the Master Fund) are allocated to Restricted Persons. In addition, current FINRA Rules also provide that allocations of profits and losses from New Issues to the accounts of Covered Persons are only permissible where either (i) beneficial ownership by Covered Persons does not exceed in the aggregate 25 per cent. of the Master Fund (or a class of the Master Fund) or (ii) beneficial ownership by Covered Persons does exceed 25 per cent. of the Master Fund (or a class of the Master Fund), but no more than 25 per cent. of the profits and losses from the Master Fund (or a class of the Master Fund) are allocated to Covered Persons. To enable the Fund to participate indirectly in New Issues, applicants for and transferees of Shares will be required to provide such representations, warranties or documentation as may be required to determine whether such persons are eligible to participate in New Issues.

In order to facilitate participation in the profits and losses of New Issues by the Fund, itself a shareholder of the Master Fund, Restricted Persons and Covered Persons will be issued the relevant Class of Restricted Shares while other applicants for Shares will be regarded as "***Non-Restricted Persons***" and will be issued the relevant Class of Non-Restricted Shares. Profits and losses with respect to New Issues will generally be allocated to Non-Restricted Shares. In order to comply with exemptions and exclusions under the FINRA Rules the portion of profits and losses attributable to New Issues allocated to Restricted Shares may be limited.

The Fund reserves the right to compulsorily convert Non-Restricted Shares for Restricted Shares in the event that a holder of Non-Restricted Shares becomes ineligible to participate in New Issues due to a change in the holder's status, any changes to the FINRA Rules or as otherwise required by law or regulation or such holder fails to provide evidence satisfactory to the Directors of the Fund that it remains eligible to participate in New Issues.

Ineligible Applicants

The application form requires each prospective applicant for Shares to represent and warrant to the Fund that, among other things, it is able to acquire and hold Shares without violating applicable laws.

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

Shares may be issued to Non-U.S. Persons. Shares generally may not be issued or transferred to any U.S. Person, except that the Directors may authorise the issue or transfer of Shares to or for the account of a U.S. Person provided that:

(a) such U.S. Person certifies that it is an "***accredited investor***" and a "***qualified purchaser***" (thereby also qualify as a "***qualified eligible person***"), in each case as defined under applicable U.S. federal securities laws;

(b) such issue or transfer does not result in a violation of the Securities Act or the securities laws of any of the states of the United States;

(c) such issue or transfer will not require the Fund to register under the Investment Company Act or to file a prospectus with the CFTC or the NFA pursuant to regulations under the United States Commodity Exchange Act, as amended;

(d) such issue or transfer will not cause any assets of the Fund to be "***plan assets***" for the purposes of ERISA; and

(e) such issue or transfer will not result in any adverse regulatory or tax consequences to the Fund or its Shareholders as a whole.

Each applicant for, and transferee of, Shares who is a U.S. Person is required to provide such representations, warranties or documentation as may be required by the Directors to ensure that these requirements are met prior to the issue or the registration of any transfer of Shares.

If the transferee is not already a Shareholder, it will be required to complete the appropriate application form.

Investors must warrant on the application form that they have the knowledge, expertise and experience in financial matters to evaluate the risks of investing in the Fund, are aware of the risks inherent in investing in the assets in which the Master Fund invests and the method by which these assets are held and/or traded, and can bear the loss of their entire investment in the Fund. Any transferee of Shares is required to warrant in like terms before any transfer is registered.

Form of Shares

All the Shares are registered Shares and are issued in bookstock form, meaning that a Shareholder's entitlement is evidenced by an entry in the Fund's register of Shareholders, as maintained by the Sub-Administrator, and not by a share certificate.

Suspension

The Directors may declare a suspension of the issue of Shares in certain circumstances as described under "General and Statutory Information". No Shares will be issued during any such period of suspension.

Anti-Money Laundering

In order to comply with legislation or regulations aimed at the prevention of money laundering the Fund is required to adopt and maintain anti-money laundering procedures, and may require subscribers to provide evidence to verify their identity, the identity of their beneficial owners/controllers (where applicable) and source of funds. Where permitted, and subject to certain conditions, the Fund may rely upon a suitable person for the maintenance of its anti-money laundering procedures (including the acquisition of due diligence information) or otherwise delegate the maintenance of such procedures to a suitable person.

The Fund, and the Sub-Administrator on the Fund's behalf, reserve the right to request such information as is necessary to verify the identity of a Shareholder (i.e. a subscriber or a transferee) and the identity of their beneficial owners/controllers (where applicable). Where the circumstances permit, the Fund, or the Sub-Administrator on the Fund's behalf, may be satisfied that full due diligence may not be required at subscription where a relevant exemption applies under applicable law. However, detailed verification information may be required prior to the payment of any proceeds from or any transfer of an interest in Shares.

In the event of delay or failure on the part of the subscriber or the transferee, as applicable, in producing any information required for verification purposes, the Fund, or the Sub-Administrator on the Fund's behalf, may refuse to accept the application, or if the application has already occurred, may suspend or redeem the interest, in which case any funds received will, to the fullest extent permitted by applicable law, be returned without interest to the account from which they were originally debited.

The Fund, and the Sub-Administrator on the Fund's behalf, also reserve the right to refuse to make any dividend or redemption payment to a Shareholder if the Directors or the Sub-Administrator suspect or are advised that the payment of dividend or redemption proceeds to such Shareholder may be non-compliant with applicable anti-money laundering or other laws or regulations by any person in any relevant jurisdiction, or if such refusal is considered necessary or appropriate to ensure the compliance by the Fund or the Sub-Administrator with any such laws or regulations in any applicable jurisdiction.

The Cayman Islands Monetary Authority has a discretionary power to impose substantial administrative fines upon the Fund in connection with any breaches by the Fund of prescribed provisions of the Anti-Money Laundering Regulations (Revised) of the Cayman Islands, as amended and revised from time to time, and upon any director or officer of the Fund who either consented to or connived in the breach, or to whose neglect the breach is proved to be attributable. To the extent any such administrative fine is payable by the Fund, the Fund will bear the costs of such fine and any associated proceedings.

If any person resident in the Cayman Islands knows or suspects or has reasonable grounds for knowing or suspecting that another person is engaged in criminal conduct or is involved with terrorism or terrorist property and the information for that knowledge or suspicion came to their attention in the course of business in the regulated sector, or other trade, profession, business or employment, the person will be required to report such knowledge or suspicion to (i) the Financial Reporting Authority ("***FRA***") of the Cayman Islands, pursuant to the Proceeds of Crime Law (Revised) of the Cayman Islands if the disclosure relates to criminal conduct or money laundering, or (ii) a police officer of the rank of constable or higher, or the FRA, pursuant to the Terrorism Law (Revised) of the Cayman Islands, if the disclosure relates to involvement with terrorism or terrorist financing and property. Such a report shall not be treated as a breach of confidence or of any restriction upon the disclosure of information imposed by any enactment or otherwise.

As a regulated mutual fund in the Cayman Islands, the Master Fund is also subject to the same legislation and regulations aimed at the prevention of money laundering that are applicable to the Fund. The Master Fund will discharge its obligations by implementing procedures substantially similar to the Fund.

Pursuant to anti-money laundering regulations, the Fund and the Master Fund must designate natural persons to act as their Anti-Money Laundering Compliance Officer, Money Laundering Reporting Officer and Deputy Money Laundering Reporting Officer (the "***AML Officer Roles***"). The Directors have ensured that natural persons have been designated to perform the AML Officer Roles in accordance with Cayman Islands law. Investors can obtain further information in respect of the AML Officer Roles from the Directors or the AIFM.

The Fund is subject to laws that restrict it from dealing with entities, individuals, organisations and/or investments which are subject to applicable sanctions regimes.

Accordingly, the Fund will require the subscriber to represent and warrant, on a continuing basis, that it is not, and that to the best of its knowledge or belief its beneficial owners, controllers or authorised persons ("***Related Persons***") (if any) are not; (i) named on any list of sanctioned entities or individuals maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("***OFAC***") or pursuant to European Union ("***EU***") and/or United Kingdom ("***U.K.***") Regulations (as

the latter are extended to the Cayman Islands by Statutory Instrument), (ii) operationally based or domiciled in a country or territory in relation to which sanctions imposed by the United Nations, OFAC, the EU and/or the U.K. apply, or (iii) otherwise subject to sanctions imposed by the United Nations, OFAC, the EU or the U.K. (including as the latter are extended to the Cayman Islands by Statutory Instrument) (collectively, a "***Sanctions Subject***").

Where the subscriber or a Related Person is or becomes a Sanctions Subject, the Fund may be required immediately and without notice to the subscriber to cease any further dealings with the subscriber and/or the subscriber's interest in the Fund until the subscriber ceases to be a Sanctions Subject, or a licence is obtained under applicable law to continue such dealings (a "***Sanctioned Persons Event***"). The Fund, the Directors, the Sub-Administrator and the AIFM shall have no liability whatsoever for any liabilities, costs, expenses, damages and/or losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of revenue, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses) incurred by the subscriber as a result of a Sanctioned Persons Event.

Ordinary shares in the Master Fund

The Fund subscribes for ordinary shares in the Master at such times as the Directors may determine at the net asset value per ordinary share in the Master Fund.

REDEMPTIONS

Shares are redeemable at the option of the Shareholder on any Redemption Day at the relevant Redemption Price. Shareholders should send a completed redemption request in the form available from the Sub-Administrator to be received by the Sub-Administrator no later than 5.00 p.m. (Dublin time) at least 4 Business Days, or such lesser period as the Directors may generally or in any particular case determine, before the relevant Redemption Day, failing which the redemption request will be held over until the next following Redemption Day and Shares will be redeemed at the relevant Redemption Price applicable on that Redemption Day.

General

Redemption requests may be sent by mail, pdf email or submitted via the Administrator's portal, but redemption proceeds will not be remitted unless the Sub-Administrator has received any supporting documentation required to satisfy anti-money laundering requirements or otherwise.

A request for a partial redemption of Shares may be refused, or the holding redeemed in its entirety, if, as a result of such partial redemption, the Net Asset Value of the Shares retained by the Shareholder would be less than the applicable Minimum Holding.

A redemption request, once given, is irrevocable save with the consent of the Directors (which may be withheld in their discretion). Details of the Redemption Price applicable to any Shares may be obtained by the relevant redeemed Shareholder from the Administrator.

Settlement

Payment of redemption proceeds will be made as soon as practicable after the relevant Redemption Day and normally within 15 Business Days of the finalisation of the Net Asset Value for the relevant Redemption Day. No interest will accrue on the redemption proceeds pending the payment date. Payment will be made by direct transfer to the same account from which the subscription monies were originally remitted, unless the Fund in agreement with the Sub-Administrator agrees otherwise, in which case the redemption proceeds will be paid in accordance with the bank account instructions given by the redeeming Shareholder to the Sub-Administrator and at the Shareholder's risk and cost provided such bank account is in the name of the investor. Redemption proceeds will only be paid to the registered Shareholder. No third party payments of redemption proceeds will be permitted.

Payment of redemption proceeds may, at the discretion of the Directors (subject to the approval of the Shareholder requesting redemption of Shares), be effected in specie by the appropriation of assets of the Master Fund of the relevant value (which shall conclusively be determined by the Directors in good faith) in satisfaction of the redemption proceeds. Any such appropriation shall not materially prejudice the interests of the remaining Shareholders in the Fund as a whole.

Shareholders will be removed from the register of members prior to or upon redemption proceeds being paid. Insofar as investors remain as Shareholders until such time as the relevant Net Asset Value per Share has been calculated and the register of members is updated, investors will be treated as creditors for the redemption proceeds, rather than members from the relevant Redemption Day, and will rank accordingly in the priority of the Fund's creditors. Furthermore, during this period, investors will not have rights as a Shareholder, save the right to receive the redemption proceeds and any dividend which has been declared but unpaid in respect of their Shares prior to the relevant Redemption Day and, in particular, will not have the right to requisition, receive notice of, attend or vote at any meetings of the Fund, in each case with respect to the Shares being redeemed.

Suspension

The Directors may declare a suspension of the redemption of Shares in certain circumstances as described under "General and Statutory Information". No Shares will be issued or redeemed during any such period of suspension.

Compulsory Redemptions

The Directors have the right to compulsorily redeem all or some of the Shares held by or for the benefit of any person at any time without giving any reason therefor.

Anti-Money Laundering

Investors should note that the Directors may refuse to accept or process a redemption request if it is not accompanied by such additional information as they, or the Sub-Administrator on their behalf, may reasonably require. This power may, without limitation to the generality of the foregoing, be exercised where proper information has not been provided for money laundering verification purposes as described under "Subscriptions". Investors should note specifically that redemption proceeds will not be paid by the Sub-Administrator where redemption proceeds are requested to be remitted to an account which is not in the name of the investor.

Ordinary shares in the Master Fund

The Fund will redeem ordinary shares in the Master Fund at such times as the Directors may determine at the net asset value per ordinary share in the Master Fund.

OPERATION OF MASTER-FEEDER STRUCTURE

Unless otherwise specifically stated herein, subscriptions, redemptions, calculation of net asset value and other corporate mechanics taking place at the Master Fund level will generally be effected in a manner which corresponds to those taking place at the Fund level (as more specifically set out in this Prospectus and the Articles) and/or at the level of any other feeder fund(s), save that certain requests and notices (including, for example, subscription and redemption requests) may, unless otherwise determined by the Directors, be deemed automatically submitted, served or withdrawn by the Fund or the Master Fund, as applicable, in order to give effect to the intended operation of the master-feeder structure and provided further that, save as set out herein, any fees or expenses charged at the Fund level relating to subscriptions and redemptions will not also be charged at the Master Fund level.

NET ASSET VALUE

In calculating the value of assets of each of the Fund and the Master Fund, assets will be valued in accordance with the valuation policies and procedures (the "***Valuation Policy***") approved, from time to time, by the AIFM and the Directors.

The Fund, Master Fund and AIFM have appointed the External Valuer to value certain investments of the Master Fund in accordance with this Prospectus, the Articles and the Valuation Policy, while the Net Asset Value of the Fund, the Net Asset Value per Share of each Class or Series (as applicable), the Net Asset Value of the Master Fund and the net asset value per ordinary share of the Master Fund will be determined by the Sub-Administrator as at the close of business on each Valuation Day or at such other times as the Directors may determine The Net Asset Value of the Fund and of the Master Fund is equal to the value of their respective total assets less their respective total liabilities.

In respect of each Series and/or each Class, as the case may be, a separate Account has been or will be, as the case may be, established in the books of the Fund. The proceeds from the issue of each Class or Series shall be applied in the books of the Fund to the separate Account established for that Class or Series. The assets, income, liabilities and expenses attributable to a particular Class or Series shall be applied in the books of the Fund to the separate Account relating to such Class or Series. The Directors may, in their sole and absolute discretion, make such adjustments to the allocations of assets, profits, gains, liabilities, income, losses and expenditure made as between separate Accounts, as they determine, for the purposes of ensuring that profits and losses attributed to the trading activities of the Master Fund or to any particular asset(s) held by the Master Fund are allocated to and amongst the separate Accounts in an equitable manner, including without limitation, to reflect the terms of issue and the rights otherwise attaching to Ordinary Shares of any Class and/or a Series. In the case of any asset or liability of the Fund that the Directors do not consider is attributable to a particular separate Account, the Directors have the discretion to determine the basis upon which such asset or liability be allocated between or among the separate Accounts.

The Net Asset Value per Share of each Class and Series (as applicable) on any Valuation Day will be calculated by dividing the Net Asset Value of the relevant Class or Series (as the case may be) by the number of Shares of the relevant Class or Series in issue or deemed to be in issue as at the close of business on that Valuation Day.

Assets are valued in accordance with the following principles:

(A) any security which is listed or quoted on any securities exchange or similar electronic system and regularly traded thereon is valued at its closing trade price on the relevant Valuation Day or, if no trades occurred on such day, at the closing trade price on the immediately preceding Business Day on which trades occurred, as adjusted in such manner as the Directors, in their sole discretion, think fit, having regard to the size of the holding, and where prices are available on more than one exchange or system for a particular security the price is the closing trade price on the exchange which constitutes the main market for such security or the one which the Directors in their sole discretion determine provides the fairest criteria in ascribing a value to such security;

(B) any security which is not listed or quoted on any securities exchange or similar electronic system or if, being so listed or quoted, is not regularly traded thereon or in respect of which no prices as described above are available, is valued at its probable realisation value as determined by the Directors in good faith having regard to its cost price, the price at which any recent transaction in the security may have been effected, the size of the holding having regard to the total amount of such security in issue, and such other factors as the Directors in their sole discretion deem relevant in considering a positive or negative adjustment to the valuation;

(C) investments other than securities which are dealt in or traded through a clearing firm or an exchange or through a financial institution are valued by reference to the most recent official settlement price quoted by that clearing house, exchange or financial institution. If there is no such price, then the average is taken between the lowest offer price and the highest bid price at the close of business on any market on which such investments are or can be dealt in or traded, provided that where such investments are dealt in or traded on more than one market, the Directors may determine at their discretion which market shall prevail;

(D) investments other than securities, including over-the-counter derivatives, which are not dealt in or traded through a clearing firm or an exchange or through a financial institution are valued at their fair value;

(E) deposits are valued at their cost, plus accrued interest;

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

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

The Fund may agree to accept an in-kind contribution of assets to the Fund with respect to subscriptions for Shares. The value attributed to such assets upon their contribution is expected to be determined in accordance with the principles set out above. Please see the section of this Prospectus headed "Subscriptions" for further details.

"Hard-to-value" securities include securities which have been delisted or suspended or which are not listed or quoted on a stock exchange. Such securities will be valued in accordance with the Valuation Policy having regard to the cost prices, the price at which any recent transaction in the security may have been effected, the size of the holding having regard to the total amount of such security in issue and such other factors as the Directors and the AIFM consider in their discretion appropriate.

The Directors have delegated to the Sub-Administrator the computation of Net Asset Value and the Net Asset Value per Share of the Fund and the computation of the Net Asset Value of the Master Fund and the net asset value per ordinary share of the Master Fund.

The Fund, Master Fund and AIFM have appointed the External Valuer to value certain investments of the Master Fund in accordance with this Prospectus, and the Fund and Master Fund's Valuation Policy, such policy being prepared by the AIFM and approved by the Fund and Master Fund. The Fund, Master Fund, the AIFM and the External Valuer have agreed that the External Valuer will apply such Valuation Policy when carrying out the foregoing. The Administrator will also have regard to such policy in the computation of Net Asset Value.

The latest Net Asset Value and Net Asset Value per Share will be disseminated to prospective investors via online portal or email, and will be disseminated to Shareholders by the Administrator or Sub-Administrator as applicable via online portal or email, or in either case by such means as is determined by the AIFM from time to time and notified to Shareholders or prospective investors, as the case may be.

FEES AND EXPENSES

AIFM

The AIFM will receive out of the assets of the Master Fund a monthly AIFM fee of £7,700, payable once the Net Asset Value of the Master Fund equals or exceeds US$15 million, together with reimbursement of its reasonable out-of-pocket expenses.

Management Fee

The Procurement Agent receives from the Fund a Management Fee of:

- 1/52 of 2 per cent per week of the Net Asset Value of the Class X Shares, Class S Shares, Class C Shares, Class E Shares and Class H Shares;
- 1/52 of 1.25 per cent per week of the Net Asset Value of the Class B Shares;
- 1/52 of 1 per cent per week of the Net Asset Value of the Class D Shares; and
- 1/52 of 2.5 per cent per week of the Net Asset Value of the Class F Shares and Class G Shares,

in each case, before deduction of that week's Management Fee and before deduction for any accrued Performance Fees, calculated as at the Valuation Day in each week, payable in arrears.

Performance Fee

Classes X, S, B, C, D and H

The Procurement Agent is entitled to receive a Performance Fee from the Fund in respect of each Series of Shares of Classes X, S, B, C, D and G in issue in respect of each Calculation Period, payable annually.

A new Series of Shares of each of Classes X, S, B, C, D and H is available for issue on each Subscription Day at the Subscription Price.

For each Calculation Period, the Performance Fee in respect of each Series is equal to the Relevant Percentage of the appreciation of the Net Asset Value per Share of that Series of Shares during the Calculation Period above the Base Net Asset Value per Share of that Series of Shares (after adjustment for any distributions).

The "***Base Net Asset Value per Share***" of a Series of Shares is the greater of:

(i) the Net Asset Value per Share of the Series of Shares at the time of issue of that Series; and

(ii) the highest Net Asset Value per Share of that Series of Shares achieved as at the end of any previous Calculation Period, if any, during which that Series was in issue.

The Performance Fee in respect of each Calculation Period will be calculated by reference to the Net Asset Value per Share of each Series of Shares before deduction for any accrued Performance Fees.

Conversion of Series

Annually, after the end of the final Calculation Period, the Directors may determine that any Series of Classes X, S, B, C, D and H will (after payment of any accrued Management Fees and Performance Fees (as applicable)) be converted into another Series of a Class (the "***Conversion Shares***") (by way of redemption of the relevant Series of the relevant Class and the issue of the Conversion Shares). Such conversion will be effected on the basis of the respective prevailing Net Asset Value per Share

of the Conversion Shares and of the Series of the Class to be converted. However, unless the Directors determine otherwise, no such conversion will occur with respect to a Series of a Class if, at the end of the final Calculation Period annually, the Base Net Asset Value per Share in respect of that Series has not been exceeded, and (conversely) a Series will generally only be converted into the Conversion Shares if at the end of that final Calculation Period such Series exceeds the relevant Base Net Asset Value per Share.

Class E

The Procurement Agent is also entitled to a Performance Fee in respect of Class E in each Calculation Period equal to the Relevant Percentage of the increase in the Net Asset Value per Class E Share after adding back any relevant distributions in respect of Class E outstanding in respect of each Calculation Period and subject to the Class E High Water Mark.

Adjustment Due to Deficit and Premium Subscriptions

(a) Deficit Subscriptions

Where an investor subscribes for Class E Shares at a time when the Net Asset Value per Class E Share is less than the Class E High Water Mark then an adjustment is required to reduce inequalities that may otherwise result to the respective subscriber or to the Procurement Agent.

The "***Class E High Water Mark***" is the greater of:

(i) the highest Net Asset Value per Class E Share on the last day of any Calculation Period; and

(ii) $100,

in each case adjusted to take into account any relevant distributions made.

Where Shares are subscribed for at a time when the Net Asset Value per Class E Share is less than the Class E High Water Mark, new Shareholders will, in effect, be required to pay an equivalent Performance Fee with respect to any subsequent appreciation in the Net Asset Value per Class E Share of those Shares until the Class E High Water Mark has been reached. This will be achieved by the Fund having the power to redeem at nil value such number of that Shareholder's Class E Shares as have an aggregate Net Asset Value equivalent to the Performance Fee at the end of each Calculation Period. An amount equal to the aggregate Net Asset Value of the Class E Shares so redeemed will be paid directly to the Procurement Agent as a Performance Fee. After the Class E High Water Mark has been achieved, the Performance Fee will be calculated and levied in the same manner as for all other Class E Shares. No Performance Fee will be accrued within the Class for existing Shareholders until the Class E High Water Mark has been recovered.

(b) Premium Subscriptions

Where Class E Shares ("***Premium Shares***") are subscribed for at a time when the net asset value per Class E Share is greater than the Class E High Water Mark (a "***Premium Subscription***"), the prospective investor is required to pay an additional sum equal to the accrual then in place per Class E Share in respect of the Performance Fee (an "***Equalisation Credit***"). The Equalisation Credit is designed to ensure that all Shareholders of a Class have the same amount of capital at risk per Class E Share.

The Equalisation Credit will be at risk in the Fund and will therefore appreciate or depreciate based on the performance of Class E subsequent to the subscription. In the event of a decline in the Net

Asset Value per Share, the Equalisation Credit due to the Shareholder will reduce in line with the Performance Fee accrual for other Class E Shares namely by an amount equal to the Relevant Percentage of the amount of the loss on a per Class E Share basis until the Equalisation Credit is exhausted. Subsequent appreciation in the value of the Premium Shares will result in a recapture of any Equalisation Credit lost due to such reductions, but only to the extent of the previously lost Equalisation Credit up to the amount paid at subscription.

At the end of the Calculation Period, an amount equal to the lower of either the Equalisation Credit paid at the time of the Premium Subscription (less any Equalisation Credit previously applied) or the Relevant Percentage of the excess of the asset value per Premium Share over the Class E High Water Mark is applied in the subscription for additional Class E Shares for the Shareholder. If the Shareholder redeems Premium Shares before the last day in any Calculation Period, the Shareholder will receive additional redemption proceeds equal to any Equalisation Credit then remaining multiplied by a fraction, the numerator of which is the number of Premium Shares being redeemed and the denominator of which is the number of Premium Shares owned by the Shareholder immediately prior to the redemption.

General

The Performance Fee will be accrued and taken into account in the calculation of the Net Asset Value per Share on each Valuation Day. The Performance Fee shall be payable in arrears in respect of each Calculation Period. However, if any Shares are redeemed prior to the end of a Calculation Period, an amount equal to any accrued but unpaid Performance Fee in respect of such Shares will crystallise and be paid to the Procurement Agent promptly thereafter.

Classes F and G

No Performance Fee is payable in respect of Class F or Class G.

Master Fund

No management or performance fees are payable by the Master Fund with respect to the Shares.

Ayres

The Procurement Agent shall be responsible for the fees and expenses of Ayres.

Fund Network Fee

In consideration for facilitating the subscription and redemption of Class F Shares and Class G Shares via the Fund Network, Pershing is entitled to receive out of the assets of Class F and Class G a quarterly fee equal to 0.075 per cent. of the Net Asset Value of the Class F Shares and the Class G Shares.

Allfunds Fee

In consideration for facilitating the subscription and redemption of Class H Shares via the Allfunds Platform, Allfunds will receive a one-off set up fee of €15,000 payable by the Fund out of the assets of the Class H Shares (to be amortised over a period of 5 years). In addition, Allfunds will receive out of the assets of the Fund (i) an annual membership fee of €15,000 (to be amortised over the relevant calendar year) and (ii) an intermediation fee equal to 0.07 per cent. per annum of the Net Asset Value of the Class H Shares.

Financial Intermediaries

The Directors, the Procurement Agent, Ayres and/or the AIFM may, in their respective discretions, out of the fees which they respectively receive, pay commission to financial intermediaries who refer

investors to the Fund or waive or rebate any charge for certain prospective investors based on factors they deem appropriate. Further details of any fee, commission or non-monetary benefit paid or provided by the AIFM to a third party in respect of an investor's investment will be disclosed as required under the AIFMD Rules.

Argentine Introducer

The Fund may appoint one or more Argentine Introducer to privately place the Class X Shares, Class S Shares, Class B Shares and Class F Shares with eligible Argentine investors. Subject to certain conditions, each Argentine Introducer will be paid the following amounts directly by the Procurement Agent, and will not be paid out of the assets of the Fund with respect to the Shares it places with eligible investors:

(a) a weekly fee of up to 1/52th of 1 per cent. of the Net Asset Value of the relevant Shareholder's investment in Class X Shares, Class S Shares or Class F Shares; and

(b) a weekly fee of up to 1/52th of 0.25 per cent. of the Net Asset Value of the relevant Shareholder's investment in Class B Shares.

Further details of the fees payable by or on behalf of the Procurement Agent to the Argentine Introducer are available from the Fund upon request.

European Introducer

The Fund has also appointed the European Introducer to privately place the Class E Shares with eligible European investors. Subject to certain conditions, the European Introducer will be paid the following amounts directly by the Fund out of the assets in respect of Class E Shares only:

The European Introducer will receive from the Fund a fee, payable in advance, of up to 0.35 per cent of a Shareholder's initial subscription for Class E Shares (subject to a minimum of €2,000 per month across the Class E Shares). In addition, the European Introducer will receive a one-off set up fee of €20,000 payable by the Fund out of the assets in respect of Class E Shares (to be amortised over a period of 5 years).

Further details of the fees payable by or on behalf of the Fund to the European Introducer are available from the Fund upon request.

Administrator

The Administrator receives from the Master Fund a monthly administration fee, payable in arrears of up to 1/12 of 0.14 per cent of the Net Asset Value of the Master Fund (subject to a minimum of US$22,000 per month (discounted to US$17,500 for the first 6 months)) as at the relevant Valuation Day.

Depositary Services Provider

The Depositary Services Provider receives such fees as may be agreed with the Master Fund from time to time at normal commercial rates.

Prime Brokers and Custodians

The Prime Brokers and Custodians charge the Master Fund fees at normal commercial rates in respect of their prime brokerage and custodian services.

Clearing Broker

The Clearing Broker receives such fees as may be agreed with the Master Fund from time to time at normal commercial rates.

Master Fund Costs and Expenses

The Master Fund will bear the costs and expenses of (i) all transactions carried out by it or on its behalf, and (ii) the administration of the Fund and the Master Fund including (a) the charges and expenses of legal advisers and auditors, (b) brokers' commissions and charges, borrowing charges on securities sold short and any issue or transfer taxes chargeable in connection with any securities transactions, (c) all taxes and corporate fees payable to governments or agencies, (d) directors' fees and expenses (if any), (e) interest on borrowings, including borrowings from the Prime Brokers and Custodians, (f) all fees related to the Administrator and the Sub-Administrator, including but not limited to financial reporting, regulatory reporting, corporate secretarial services, tax advice services and other filings, reporting and compliance relating to the Fund and/or the Master Fund (for example, FATCA/CRS compliance), (g) the cost of any external valuation services if required, (h) the cost of insurance (if any) for the benefit of the Directors, (i) litigation and indemnification expenses and extraordinary expenses not incurred in the ordinary course of business, and (j) all other ongoing organisational and operating expenses (including, without limitation: (aa) expenses relating to accounting, audit and communication expenses with respect to investor services and meeting of Directors and Shareholders and the expenses of preparing and distributing financial and other reports, (bb) licensing and registration costs, and (cc) custody fees).

Organisational and establishment expenses incurred in connection with the Fund and the Master Fund will be amortised over at least a 5 year period, or such other period as the Directors determine. The Directors believe that such treatment is more equitable than expensing the entire amount during the first year of operations of the Fund and the Master Fund, as required by the financial reporting and accounting standards which will be applied to the audited financial statements of the Fund and the Master Fund. Accordingly, the Auditors' opinion of the Fund's and the Master Fund's financial statements may contain a qualification to this treatment.

Third Party Research

The AIFM may use full service execution brokers when implementing its investment decisions on behalf of the Master Fund. Such brokers may, in addition to routine order execution, facilitate the provision of research to the AIFM either from the broker itself or a third party research provider ("***third party research***"). The AIFM currently intends to pay for the costs of third party research, however the AIFM reserves the right, on prior notice to the Fund and the Master Fund, to allocate these costs instead on an equitable basis among its clients (or groups of its clients) including the Master Fund.

Commissions

In connection with the management of the Master Fund, the AIFM may provide a fee, commission or non-monetary benefit to a third party where: (i) the fee, commission or non-monetary benefit is provided by the Master Fund or a person on behalf of the Master Fund; (ii) the fee, commission or non-monetary benefit is designed to enhance the quality of the service provided to the Master Fund, does not impair compliance with the AIFM's duty to act in the best interests of the Master Fund; and the existence, nature and amount of the fee, commission or benefit (or where the amount cannot be ascertained the method of calculating that amount) is disclosed to the Master Fund prior to the provision of the related service; or (iii) the fee, commission or non-monetary benefit enables or is necessary for the provision of investment services, and by its nature cannot give rise to conflicts with the AIFM's duties to act honestly, fairly and professionally in accordance with the best interests of the Master Fund.

General

The costs and expenses of establishing and maintaining any Investment Vehicles will be borne by the relevant Investment Vehicle, the Master Fund and/or third parties, as the case may be.

The foregoing list of fees, costs and expenses is not exhaustive. The Master Fund may also bear other costs and expenses, including those directly related to portfolio investments or prospective investments, research, market data, economic, political or market intelligence and other information utilised with respect to the Master Fund's investment programme, and costs incurred by the Fund, Manager and AIFM directly associated with registering or marketing the Fund or its shares for sale in a particular jurisdiction, if applicable.

Costs and expenses that relate solely to a Class(es) or Series of Shares may be borne by the relevant Class(es) or Series, as the case may be.

None of the above fees charged to and payable by the Fund and/or the Master Fund, as the case may be, are subject to a maximum level.

Fiscal Year

Each of the Fund and the Master Fund will have a fiscal year ending on 31 December of each year.

Base Currency

The results of the Fund will be reported in U.S. Dollars. Subscriptions and redemptions for each Class will be transacted in the currency of denomination of that Class.

Soft Wind Down

The Directors, in consultation with the AIFM, may determine that, due to changes in market conditions or other circumstances the investment strategy in respect of the Master Fund is no longer viable and that, it is in the best interests of the Fund that: (i) the Fund and/or Master Fund commences the orderly winding-down of their investment operations over such period of time as they may determine with a view to realising their assets and returning surplus funds to Shareholders; and (ii) such winding-down be carried out by the Directors and/or the AIFM and/or any other third party investment manager who has familiarity with the profile and/or objective of the Master Fund's investment portfolio or parts thereof. If the Directors determine to impose a wind down plan, they may take, or cause to be taken, such steps in accordance with the terms of the Articles and this Prospectus as they deem necessary or appropriate in their sole discretion including, without limitation: (a) declaring a suspension, which may be permanent, of the right (if any) of Shareholders to require redemption of their Shares; (b) suspending the payment of any amount due to a Shareholder in connection with the redemption of Shares; (c) instructing the AIFM or other third party investment adviser responsible for implementing the wind down plan, to sell or otherwise dispose of the assets of the Master Fund, and in connection therewith determine the timing, manner and terms of any such sale or other disposition, having due regard for the Master Fund's liquidity requirements, the activity and condition of the relevant market and general financial and economic conditions; (d) compulsorily redeeming Shares; and (e) settling and closing the business and affairs of the Fund and/or the Master Fund.

This process is integral to the business of the Fund and may be carried out without recourse to a formal liquidation under the Companies Law (Revised) of the Cayman Islands or any other applicable bankruptcy or insolvency regime, but shall be without prejudice to the right of the Shareholders to place the Fund into liquidation.

DIVIDEND POLICY

It is not envisaged that any income or gains will be distributed by the Fund or the Master Fund by way of dividend. This does not preclude the Directors from declaring a dividend at any time in the future if they consider it appropriate to do so. In the event that a dividend is declared and remains unclaimed after a period of six years from the date of declaration, such dividend will be forfeited and will revert to the Fund or the Master Fund, as the case may be. To the extent that a dividend may be declared, it will be paid in compliance with any applicable laws.

REPORTS AND FINANCIAL STATEMENTS

The financial year of each of the Fund and the Master Fund will end on 31 December in each year.

An annual report and audited financial statements for the Fund and the Master Fund in respect of each financial year prepared in accordance with U.S. Generally Accepted Accounting Principles ("***U.S. GAAP***") will be sent to Shareholders within 90 days of the end of the Fund's financial year (or as soon thereafter as practicable).

Audited annual financial statements of the Fund and the Master Fund will be posted to each Shareholder at its registered address free of charge and will be made available for inspection at the offices of the Sub-Administrator and at the registered office of the Fund.

Shareholders will be provided with information required by Article 23(4) and Article 23(5) of the AIFM Directive, at the same time as the Fund's AIFM Directive-compliant annual report or, in the case of any new arrangements introduced by the Fund or the Master Fund for managing liquidity, immediately (insofar as they are required by the AIFM Directive). Such information will be made available via email or such other means as is determined by the AIFM from time to time and notified to Shareholders, as the case may be.

The historical performance of the Fund will be made available online via portal or email, or by such other means as is determined by the AIFM from time to time and notified to Shareholders or prospective investors, as the case may be.

CONFLICTS OF INTEREST

The Directors, the AIFM, the Prime Brokers and Custodians, the Clearing Broker and the Administrator, the Sub-Administrator, the External Valuer, the Depositary Services Provider and/or their respective affiliates or any person connected with them may from time to time act as director, investment manager, custodian, registrar, broker, administrator, investment advisor, distributor or dealer in relation to, or be otherwise involved in, investment funds established by parties other than the Fund and the Master Fund which have similar or different objectives to those of the Fund and/or the Master Fund. It is, therefore, possible that any of them may, in the course of such business, have potential conflicts of interest with the Fund and the Master Fund. Each will, at all times, have regard in such event to its obligations to the Fund and the Master Fund, as the case may be, and will endeavour to ensure that such conflicts are resolved fairly. In addition, subject to applicable law, any of the foregoing may deal, as principal or agent, with the Fund or the Master Fund, provided that such dealings are carried out as if effected on normal commercial terms negotiated on an arm's length basis. The AIFM, and any of its affiliates or any person connected with it, may invest in, directly or indirectly, or manage or advise other investment funds or accounts which invest in assets which may also be purchased or sold by the Fund or the Master Fund. Neither the AIFM nor any of its affiliates, or any person connected with it, is under any obligation to offer investment opportunities of which any of them becomes aware to the Fund or the Master Fund or to account to the Fund or the Master Fund in respect of (or share with the Fund or the Master Fund or inform the Fund or the Master Fund of) any such transaction or any benefit received by any of them from any such transaction, but will allocate such opportunities on an equitable basis between the Fund or the Master Fund and other clients.

The Depositary Services Provider, an affiliate of the Administrator, will perform oversight services with respect to certain tasks performed by the Administrator. Therefore, there will be a potential conflict of interest in relation to the oversight functions performed by the Depositary Services Provider.

The Founder Shares are held by the Procurement Agent, which is owned directly or indirectly by Pablo Federico.

There is no prohibition on the Fund entering into any transactions with the Prime Brokers and Custodians, the Administrator or any of their affiliates provided that such transactions are carried out as if effected on normal commercial terms negotiated at arm's length.

Non-Public Information

From time to time, the AIFM or its affiliates may come into possession of non-public information concerning specific companies or governments, although internal procedures are intended to prevent the receipt of such information. Under applicable securities laws, this may limit their flexibility to buy or sell portfolio securities issued by such companies or governments. The Master Fund's investment flexibility may be constrained as a consequence of the AIFM's inability to use such information for investment purposes.

Performance Fee

The existence of the Performance Fee may create an incentive for Pablo Federico, as a secondee to the AIFM to make more speculative investments on behalf of the Master Fund than he would otherwise make in the absence of such arrangements.

Fair Treatment of Investors

As a general matter, the Directors owe certain fiduciary duties to the Fund, which require them to, among other things, act in good faith and in what they consider to be in the best interests of the Fund. In doing so, the Directors will act in a manner that seeks to ensure the fair treatment of Shareholders.

The AIFM does not generally have a direct obligation to ensure fair treatment of investors, other than as prescribed by the rules of the FCA, which it ensures through its decision making procedures and organisational structure.

The foregoing does not purport to be a complete list of all potential conflicts of interest involved in an investment in the Fund. The Directors will seek to ensure that any conflict of interest of which they are aware is resolved fairly. In addition, the AIFM is subject to obligations imposed by the FCA relating to the identification, prevention and management of conflicts of interests which will be applicable to the AIFM in respect of activities it conducts with respect to the Fund.

The Directors will seek to ensure that any conflict of interest of which they are aware is resolved fairly.

RISK FACTORS

The Fund invests all of its assets (to the extent not retained in cash) in the ordinary shares of the Master Fund and is accordingly not diversified. References in this section to the Master Fund shall be deemed to be to the Master Fund and/or the Fund and/or any Investment Vehicle, as the context requires.

The nature of the Master Fund's investments involves certain risks and the Master Fund utilises investment techniques (such as leverage, short selling and the use of derivatives) which may carry additional risks. An investment in Shares therefore carries substantial risk and is suitable only for persons which can assume the risk of losing their entire investment. Prospective investors should consider, among others, the following factors before subscribing for Shares:

Accounting for Uncertainty in Income Taxes

Accounting Standards Codification 740 ("***ASC 740***"), "Income Taxes" (in part formerly known as "***FIN 48***"), provides guidance on the recognition of uncertain tax positions. ASC 740 prescribes the minimum recognition threshold that a tax position is required to meet before being recognised in an entity's financial statements. It also provides guidance on recognition, measurement, classification and interest and penalties with respect to tax positions. The financial statements of the Fund and the Master Fund will be prepared in accordance with U.S. GAAP and prospective investors should be aware that, among other things, ASC 740 could have a material adverse effect on the periodic calculations of the Net Asset Value of the Master Fund, including reducing the Net Asset Value of the Master Fund to reflect reserves for income taxes that may be payable in respect of current and/or prior periods by the Master Fund. This could cause benefits or detriments to certain Shareholders, depending upon the timing of their entry into and exit from the Fund.

Amortisation of Establishment Costs

The financial statements of the Fund and the Master Fund will be prepared in accordance with U.S. GAAP. U.S. GAAP does not permit the amortisation of certain costs relating to the establishment of the Fund and the Master Fund. Notwithstanding this, the Directors may, for the purposes of calculating the Net Asset Value and Net Asset Value per Share, at their discretion resolve to amortise the organisational costs of the Fund and the Master Fund over a period of time.

Availability of Investment Strategies

The success of the Master Fund's investment activities depends on the AIFM's ability to identify overvalued and undervalued investment opportunities and to exploit price discrepancies in the financial markets, as well as to assess the import of news and events that may affect the financial markets. Identification and exploitation of the investment strategies to be pursued by the Master Fund involves a high degree of uncertainty. No assurance can be given that the AIFM will be able to locate suitable investment opportunities in which to deploy all of the Master Fund's assets or to exploit discrepancies in the securities and derivatives markets.

The Master Fund may be adversely affected by unforeseen events involving such matters as changes in interest rates or the credit status of an issuer, forced redemptions of securities or acquisition proposals, break-up of planned mergers, unexpected changes in relative value, short squeezes, inability to short stock or changes in tax treatment.

Borrowing

The Master Fund may use borrowings for the purpose of making investments and/or meeting redemptions. The use of borrowing creates special risks and may significantly increase the Fund's or the Master Fund's investment risk. Borrowing creates an opportunity for greater yield and total return but, at the same time, will increase the Fund's and the Master Fund's exposure to capital risk and

interest costs. Any investment income and gains earned on investments made through the use of borrowings that are in excess of the interest costs associated therewith may cause the Net Asset Value of the Shares to increase more rapidly than would otherwise be the case. Conversely, where the associated interest costs are greater than such income and gains, the Net Asset Value of the Shares may decrease more rapidly than would otherwise be the case.

BREXIT — Changes to the European Union and the Applicability of the Treaty on the Functioning of the European Union

The United Kingdom left the EU on 31 January 2020 and a transition period is now in effect until 31 December 2020. During that transition period, EU law will continue to apply to the U.K., and the future EU - United Kingdom trade relationship will be formally negotiated. The United Kingdom government has indicated that it will not seek any extension to the transition period beyond 31 December 2020.

During the transition period there is likely to be considerable uncertainty as to the United Kingdom's post-transition framework, and in particular as to the arrangements which will apply to its relationships with the EU and with other countries.

This process and/or the uncertainty associated with it may, at any stage, adversely affect the return on the Master Fund (and consequently the Fund) and its investments. There may be detrimental implications for the value of the Master Fund's investments and/or its ability to implement its investment programme. This may be due to, among other things: (i) increased uncertainty and volatility in United Kingdom, EU and other financial markets; (ii) fluctuations in asset values; (iii) fluctuations in exchange rates; (iv) increased illiquidity of investments located, listed or traded within the United Kingdom, the EU or elsewhere; (v) changes in the willingness or ability of financial and other counterparties to enter into transactions, or the price at which and terms on which they are prepared to transact; and/or (vi) changes in legal and regulatory regimes to which the Master Fund, the Fund, AIFM and / or certain of the Master Fund's assets and/or service providers are or become subject.

Business Risk

There can be no assurance that the Fund or the Master Fund will achieve their investment objective. There is limited operating history by which to evaluate their likely future performance. The investment results of the Fund and the Master Fund are reliant upon the success of the AIFM. The past performance of the AIFM or its principals may not be indicative of the future performance of the Fund or the Master Fund.

The success of the Master Fund's activities is affected by general economic and market conditions, such as interest rates, availability of credit, inflation rates, economic uncertainty, changes in laws, trade barriers, currency exchange controls and national and international political circumstances. These factors may affect the level and volatility of securities prices and the liquidity of the Master Fund's investments. Volatility or illiquidity could impair the Master Fund's profitability or result in losses.

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

opportunities for the AIFM thereby temporarily or permanently reducing the potential returns of the Master Fund (and hence the Fund).

Clearing House Protections

On many exchanges, the performance of a transaction by a broker (or third party with whom it is dealing on the Master Fund's behalf) is "guaranteed" by the exchange or clearing house. However, this guarantee is unlikely in most circumstances to cover the Master Fund who will not be a member of the relevant exchange or its clearing house, and may not therefore protect the Master Fund if a broker or another party defaults on its obligations to the Master Fund. Accordingly, such a default could result in losses to the Master Fund.

Client Money Protection

The Fund's and the Master Fund's cash held with its counterparties is not ordinarily treated as client money subject to the FCA client money rules. As a consequence, such cash is not segregated from the cash of the counterparty and is used by such counterparty in the course of its own business. Although the Fund and the Master Fund will generally limit the amount of cash held by each counterparty to amounts necessary to support their investment activities, the Fund and the Master Fund are exposed to the creditworthiness of a counterparty in respect thereof. In the event of the insolvency of a counterparty, the Fund and/or the Master Fund will rank as one of their general creditors, as the case may be, in relation thereto, and subject to any right of set off that may apply, may not be able to recover such cash in full, or at all.

The legal and regulatory regime applying to parties holding client money outside the United Kingdom may be different to that of the United Kingdom and in the event of their default such money may be treated in a different manner from that which would apply if the money were held by such party in the United Kingdom. Accordingly, such money may not be segregated from the assets of such a party and, in the event of the insolvency of such a party, the Fund and/or the Master Fund might not be able to recover such cash in full, or at all.

Collateral

If the Master Fund deposits collateral as security with a broker, the way in which it will be treated and the amount that is required will vary according to the terms on which the relevant broker trades, the type of transaction and where it is traded. There could be significant differences in the treatment of the Master Fund's collateral depending on whether the Master Fund is trading on a recognised or designated investment exchange and the rules of that exchange (and the associated clearing house). Deposited collateral may lose its identity as the Master Fund's property once transferred to the broker or clearing house. Even if the Master Fund's dealings should ultimately prove profitable, the Master Fund may not get back the same assets which it deposited, and in the event of the broker's insolvency, collateral may not be recoverable in full, or at all, and to the extent that it is recoverable, the Master Fund could experience significant delays in its recovery.

Commodity Pool Operator – "De Minimis Exemption"

While the Master Fund (and the Fund, indirectly through the Master Fund) may trade commodity interests (commodity futures contracts, commodity options contracts and/or swaps), including security futures products, the AIFM is exempt from registration with the CFTC as a CPO pursuant to CFTC Rule 4.13(a)(3). Therefore, unlike a registered CPO, the AIFM is not required to deliver a CFTC disclosure document to prospective investors, nor are they required to provide investors with certified annual reports that satisfy the requirements of CFTC rules applicable to registered CPOs.

The potential consequence of this exemption, the so-called "de minimis exemption", includes a limitation on the Master Fund's exposure to the commodity markets. CFTC Rule 4.13(a)(3) requires that a pool for which such exemption is filed must meet one or the other of the following tests with

respect to its commodity interest positions, including positions in security futures products, whether entered into for bona fide hedging purposes or otherwise: (a) the aggregate initial margin, premiums, and required minimum security deposit for retail forex transactions, will not exceed five per cent. of the liquidation value of the pool's portfolio, after taking into account unrealised profits and unrealised losses on any such positions it has entered into; or (b) the aggregate net notional value of such positions does not exceed 100 per cent. of the liquidation value of the pool's portfolio, after taking into account unrealised profits and unrealised losses on any such positions it has entered into.

Concentration of Investments

The Fund invests all of its assets (to the extent not retained in cash) in the ordinary shares of the Master Fund and accordingly will not be diversified. Although it will be the policy of the Master Fund to diversify its investment portfolio, there may be a substantial correlation between positions and the Master Fund may at certain times hold relatively few investments. The Master Fund could be subject to significant losses if it holds a large position in a particular investment, or correlated positions, that decline in value or are otherwise adversely affected, including default of the issuer(s).

Convertible/Exchangeable Securities

A convertible security may be subject to redemption at the option of the issuer at a price established in the convertible security's governing instrument. If a convertible security held by the Master Fund is called for redemption, the Master Fund will be required to permit the issuer to redeem the security, convert it into the underlying common stock or sell it to a third party. Any of these actions could have an adverse effect on the Master Fund's ability to achieve its investment objective.

Counterparty Risk

The Fund and the Master Fund are subject to the risk of the inability of any counterparty to perform with respect to transactions, whether due to insolvency, bankruptcy or other causes and the risk that counterparties may not have access to finance and/or assets at the relevant time and may fail to comply with their obligations under the relevant agreements. Recent well-publicised weaknesses in certain financial institutions may be indicative of increased counterparty risk. In the event of any counterparty entering an insolvency procedure, the Master Fund's positions may be liquidated or closed-out without the Master Fund's consent, or the Master Fund might not be entitled to liquidate its positions or calculate net settlement amounts or could experience delays in liquidating its positions and incur significant losses, including the loss of that portion of the Master Fund's portfolio financed through such a transaction, a decline in value of its investment during the period in which the Master Fund seeks to (or is unable to) enforce its rights, an inability to realise any gains on its investment during such period and fees and expenses incurred in enforcing its rights. During an insolvency procedure (which may last many years) the use by the Master Fund of assets held by or on behalf of the counterparty may be restricted and accordingly (a) the ability of the AIFM to fulfil the investment objective may be severely constrained, (b) the Fund may be required to suspend the calculation of the Net Asset Value and as a result subscriptions for and redemptions of Shares, and/or (c) the Net Asset Value may be otherwise affected. During such a procedure, the Master Fund is likely to be an unsecured creditor in relation to certain assets and accordingly the Master Fund may be unable to recover such assets from the insolvent estate of the counterparty in full, or at all. In addition, trading agreements (depending on the counterparty, types of product, and the relevant jurisdictions in which the products are traded) may contain provisions that seek to limit the liability of a counterparty to the Master Fund and under which the Master Fund indemnifies the counterparty, which could, in each case, result in losses to the Master Fund. The Master Fund and the AIFM are not restricted from dealing with any particular Prime Broker and Custodian, Clearing Broker, foreign exchange prime broker or other counterparty or from concentrating any or all transactions with a particular counterparty or counterparties.

Cross Class Liabilities

The Fund has the power to issue Shares in Classes and Series. The Fund's Articles provide for the manner in which the liabilities are to be attributed across the various Classes and Series (liabilities are to be attributed to the specific Class or Series, as applicable, in respect of which the liability was incurred). However, the Fund is a single legal entity and there is no limited recourse protection for any Class or Series. Accordingly, all of the assets of the Fund will be available to meet all of its liabilities regardless of the Class or Series to which such assets or liabilities are attributable. In practice, cross-class liability is only expected to arise where liabilities referable to one Class or Series are in excess of the assets referable to such Class or Series and it is unable to meet all liabilities attributed to it. In such a case, the assets of the Fund attributable to other Classes or Series may be applied to cover such liability excess and the value of the contributing Classes or Shares will be reduced as a result. Similar considerations apply at the level of the Master Fund.

Currency Exposure

The base currency of the Master Fund is the U.S. Dollar. The Shares are denominated in U.S. Dollars and redemptions are paid in that currency. Prospective investors whose assets and liabilities are predominately in other currencies should take into account the potential risk of loss arising from fluctuations in value between the U.S. Dollar and such other currencies.

The Master Fund may invest in undervalued currencies. Identifying investment opportunities in undervalued currencies is a difficult task, and there are no assurances that such opportunities will be successfully recognised or acquired. Returns generated from such investments may not adequately compensate for the business and financial risks assumed. In addition, the Master Fund may be required to hold such currencies for a substantial period of time before realizing their anticipated value. During this period, a portion of the Master Fund's assets would be committed to the currencies purchased, thus possibly preventing the Master Fund from investing in other opportunities. Further, the Master Fund may finance such purchases with borrowed funds and thus will have to pay interest on such funds during such waiting period.

Cybersecurity Risks

The AIFM's information and technology systems may be vulnerable to damage or interruption from computer viruses, network failures, computer and telecommunication failures, infiltration by unauthorised persons and security breaches, usage errors by their respective professionals, power outages and catastrophic events such as fires, tornadoes, floods, hurricanes and earthquakes. Although the AIFM has implemented various measures to manage risks relating to these types of events, if these systems are compromised, become inoperable for extended periods of time or cease to function properly, the AIFM and/or the Fund and/or the Master Fund may have to make a significant investment to fix or replace them. The failure of these systems and/or of disaster recovery plans for any reason could cause significant interruptions in the AIFM's and/or the Fund's and/or the Master Fund's operations and result in a failure to maintain the security, confidentiality or privacy of sensitive data, including personal information relating to investors (and the beneficial owners of investors). Such a failure could harm the AIFM's and/or the Fund's and/or the Master Fund's reputation, subject any such entity and their respective affiliates to legal claims and otherwise affect their business and financial performance.

Debt Securities

The Master Fund may from time to time invest in debt securities which may be unrated by a recognised credit-rating agency or below investment grade and which are subject to a greater risk of loss of principal and interest than higher-rated debt securities. The Master Fund may invest in debt securities which rank junior to other outstanding securities and obligations of the issuer, all or a significant portion of which may be secured on substantially all of that issuer's assets. The Master Fund may also invest in debt securities that are not protected by financial covenants or limitations on

additional indebtedness and may invest in debt securities or obtain exposure to those debt securities by selling the securities short. The Master Fund will therefore be subject to credit, liquidity and interest rate risks. The issuers of debt securities may default on their obligations, whether due to insolvency, bankruptcy, fraud, or other causes and their failure to make the scheduled payments could cause the Master Fund to suffer significant losses. In addition, evaluating credit risk for debt securities involves uncertainty because credit rating agencies throughout the world have different standards making comparison across countries difficult. Also, the market for debt securities may be inefficient and illiquid making it difficult to accurately value financial instruments.

Derivatives

The Master Fund may utilise both exchange-traded and over-the-counter derivatives, including, but not limited to, futures, forwards, swaps, warrants, options and contracts for differences, as part of its investment policy and for hedging purposes. These instruments can be highly volatile and expose investors to a high risk of loss. The low initial margin deposits normally required to establish a position in such instruments permit a high degree of leverage. As a result, depending on the type of instrument, a relatively small movement in the price of a contract may result in a profit or a loss which is high in proportion to the amount of funds actually placed as initial margin and may result in unquantifiable further loss exceeding any margin deposited. In the event that a call for further margin exceeds the amount of cash available in the Master Fund, the Master Fund will be required to close out the relevant contract. In addition, daily limits on price fluctuations as well as speculative position limits (as further described below) on exchanges may prevent prompt liquidation of positions resulting in potentially greater losses. Further, when used for hedging purposes, there may be an imperfect correlation between these instruments and the investments or market sectors being hedged. Transactions in over-the-counter contracts may involve additional risk as there is no exchange or market on which to close out an open position. It may be impossible to liquidate an existing position, to assess the value of a position or to assess the exposure to risk. Contractual asymmetries and inefficiencies can also increase risk, such as break clauses, whereby a counterparty can terminate a transaction on the basis of a certain reduction in Net Asset Value, incorrect collateral calls or delays in collateral recovery. The Master Fund may also sell covered and uncovered options on securities and other assets. To the extent that such options are uncovered, the Master Fund could incur an unlimited loss.

The Master Fund may incur risks associated with the sale and purchase of call options. The seller (writer) of a call option which is covered (i.e., the writer holds the underlying security) assumes the risk of a decline in the market price of the underlying security below the purchase price of the underlying security less the premium received, and gives up the opportunity for gain on the underlying security above the exercise price of the option. The seller of an uncovered call option assumes the risk of a theoretically unlimited increase in the market price of the underlying security above the exercise price of the option. The securities necessary to satisfy the exercise of an uncovered call option, if applicable, may be unavailable for purchase, except at much higher prices, thereby reducing or eliminating the value of the premium. Purchasing securities to cover the exercise of an uncovered call option can cause the price of the securities to increase, thereby exacerbating the loss. The buyer of a call option assumes the risk of losing its entire premium investment in the call option.

The Master Fund may incur risks associated with the sale and purchase of put options. The seller (writer) of a put option which is covered (i.e., the writer has a short position in the underlying security) assumes the risk of an increase in the market price of the underlying security above the sales price (in establishing the short position) of the underlying security plus the premium received, and gives up the opportunity for gain on the underlying security if the market price falls below the exercise price of the option. The seller of an uncovered put option assumes the risk of a decline in the market price of the underlying security below the exercise price of the option. The buyer of a put option assumes the risk of losing its entire investment in the put option.

The CFTC and U.S. exchanges have established limits, referred to as "speculative position limits," on the maximum net long or net short position that any person, or group of persons acting together, may hold or control in certain commodities. The Dodd-Frank Act (as defined under "Dodd-Frank" below) also authorises the CFTC to establish speculative position limits in all futures and swaps markets. The CFTC has proposed new rules that would impose position limits on certain futures and option contracts and physical commodity swaps that are "economically equivalent" to such contracts. If enacted, these rules could restrict trading activities in such contracts and swaps on behalf of the Master Fund.

The CFTC has also adopted rules with respect to the treatment of positions held by a commodity pool, such as the Master Fund, for purposes of determining compliance with speculative position limits Futures positions of the Master Fund are allocated to the person or entity controlling trading decisions for the Master Fund. Currently, all of the positions held by all accounts owned or controlled directly or indirectly by the AIFM and its principals are aggregated with the Master Fund's positions. Depending upon the total amount of assets being managed in the Master Fund's accounts and other accounts controlled directly or indirectly by the AIFM, such position limits may affect the ability of the AIFM to establish particular positions in certain commodities for the Master Fund or may require the liquidation of positions.

Discretion of the AIFM, New Strategies and Techniques

The AIFM has considerable discretion in the types of securities which the Fund and the Master Fund may trade and has the right to modify the investment or trading strategies or hedging techniques of the Fund or the Master Fund without the consent of the Shareholders. Any of these new trading techniques of the Master Fund may not be thoroughly tested in the market before being employed and may have operational shortcomings which could result in unsuccessful trades and, ultimately, losses to the Master Fund. In addition, any new trading strategies or hedging technique developed by the Master Fund may be more speculative than earlier techniques and may increase the risk of an investment in the Fund.

Dodd-Frank

The U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act (the "**Dodd-Frank Act**") requires clearing and exchange trading of those products mandated by the CFTC. The CFTC currently requires the clearing of certain interest rate and credit index derivatives. Additional products are expected to be required to be cleared in the future. However, other swaps will not necessarily be cleared through registered clearinghouses, and therefore may not be subject to the protections afforded to participants in cleared swaps (for example, centralised counterparty, customer asset segregation and mandatory margin requirements). Clearinghouse collateral requirements may differ from and be greater than the collateral terms negotiated with swap counterparties in the "over-the-counter" market. This may increase the Master Fund's cost in entering into these products and impact the Master Fund's ability to pursue certain investment strategies. For swaps that are cleared through a clearinghouse, the Master Fund will face the clearinghouse as legal counterparty and will be subject to clearinghouse performance and credit risk.

In addition, the Dodd-Frank Act and related CFTC and the SEC rules (certain of which have not yet been released or finalised) impose other significant new regulations on the derivatives markets, including the registration of and regulations on persons deemed to be swap dealers or major swap participants. Such regulated swap entities are subject to a number of regulatory requirements which may result in such counterparties increasing the cost of trading derivatives instruments through increased fees or spreads to offset the compliance costs and requirements. On the other hand, the Master Fund may trade in certain swaps or other derivatives with unregistered and unregulated entities, and therefore may not benefit from protections afforded to counterparties of registered and regulated swap entities.

The Master Fund is not expected to be a "U.S. Person" for the purposes of the Dodd-Frank Act and is therefore not subject to the majority of the requirements of the Dodd-Frank Act. Certain OTC derivative dealers with which the Master Fund may execute OTC derivatives will be subject to clearing and margin requirements notwithstanding whether the Master Fund is subject to such requirements.

There is significant uncertainty regarding recently enacted legislation (including the Dodd-Frank Act and the regulations that are being developed pursuant to such legislation) and, consequently, the full impact that such legislation ultimately will have on the Master Fund is not fully known to date.

For all the foregoing reasons, while the Master Fund may benefit from the use of derivatives and related techniques, such instruments can expose the Master Fund and the investments to significant risk of loss and may result in a poorer overall performance for the Master Fund than if it had not entered into such transactions.

Effect of Substantial Redemptions

Substantial redemptions by Shareholders within a short period of time could require the Master Fund to liquidate securities positions or other investments more rapidly than would otherwise be desirable, possibly reducing the value of the Master Fund's assets and/or disrupting the AIFM's investment strategy. Reduction in the size of the Master Fund could make it more difficult to generate a positive return or to recoup losses due to, among other things, reductions in the Master Fund's ability to take advantage of particular investment opportunities or decreases in the ratio of its income to its expenses.

Emerging Markets Risk

The Master Fund's investments will be concentrated in Latin America, a region characterised by less stable economic or political conditions than in larger, mature Western economies. Investing in emerging markets is generally characterised as having higher levels of risk than investing in fully-developed markets and involves certain considerations not usually associated with investing in securities of developed countries or of companies located in developed countries, including political and economic considerations.

Investment in the securities of issuers based in emerging markets involves a greater degree of risk than an investment in securities of issuers based in more developed countries. Among other things, emerging market securities investments may carry the risks of less publicly available information, more volatile markets, less strict securities market regulation, less favourable tax provisions, and a greater likelihood of severe inflation, unstable or not freely convertible currency, war, corruption and expropriation of personal property than investments in securities of issuers based in more developed countries. In addition, the Master Fund's investment opportunities in certain emerging markets may be restricted by legal limits on foreign investment in local securities.

Emerging markets generally are not as efficient as those in more developed countries. In some cases, a market for the security may not exist locally, and transactions will need to be made on a neighbouring exchange. Volume and liquidity levels in emerging markets are lower than in developed countries. When seeking to sell emerging market securities, little or no market may exist for the securities. In addition, issuers based in emerging markets are not generally subject to uniform accounting and financial reporting standards, practices and requirements comparable to those applicable to issuers based in more developed countries, thereby potentially increasing the risk of fraud or other deceptive practices. Furthermore, the quality and reliability of official data published by the government or securities exchanges in emerging markets may not accurately reflect the actual circumstances being reported.

Some emerging markets securities may be subject to brokerage or stock transfer taxes levied by governments, which would have the effect of increasing the cost of investment and which may reduce the realised gain or increase the loss on such securities at the time of sale. The issuers of some of these

securities, such as banks and other financial institutions, may be subject to less stringent regulations than would be the case for issuers in more developed countries and therefore potentially carry greater risk. In addition, settlement of trades in some emerging markets is much slower and subject to a greater risk of failure than in markets in more developed countries. Furthermore, custodians are not able to offer the level of service and safe-keeping, settlement and administration of securities that is customary in more developed markets and there is a risk that the Master Fund will not be recognised as the owner of securities held on its behalf by a sub-custodian.

Securities traded in certain emerging markets may be subject to additional risks as a consequence of, amongst other things, the inexperience of financial intermediaries, a lack of modern technology, the possibility of temporary or permanent termination of trading and social, political and economic instability generally. As a result certain risks associated with emerging markets securities may be heightened. In addition, certain countries may restrict or prohibit investment opportunities in issuers and/or industries deemed important to national interests, which may affect the market price, liquidity and rights of securities in which the Master Fund may invest.

With respect to any emerging market country, there is the possibility of nationalisation, expropriation or confiscatory taxation, imposition of withholding or other taxes on dividends, interest, capital gains or other income, limitations on the removal of funds or other assets of the Master Fund, political changes, government regulation, social instability or diplomatic developments (including war) which could affect adversely the economies of such countries or the value of the investments of the Master Fund in those countries.

Many emerging market countries have experienced substantial, and in some periods extremely high, rates of inflation for many years. Inflation and rapid fluctuations in interest rates and corresponding currency devaluations and fluctuations in the rate of exchange between currencies and costs associated with the currency conversion have had, and may continue to have, negative effects on the economies and securities markets of certain emerging market countries in which the Master Fund may invest.

Repatriation of investment income, capital and the proceeds of sales by foreign investors may require governmental registration and/or approval in some emerging markets countries. New or additional repatriation restrictions may be imposed subsequent to an investment by the Master Fund. If such restrictions were imposed, the Master Fund's response might include, but not be limited to, applying to the appropriate authorities for waiver of the restrictions or engaging in transactions in other markets designed to offset the risks of decline in the relevant country. Such restrictions will be considered in relation to the liquidity needs of the Master Fund, amongst other things.

Government involvement in the private sector varies in degree between emerging market countries in which the Master Fund may invest. Such involvement may, in certain cases, include government ownership of companies in certain sectors, wage and price controls or imposition of trade barriers and other protectionist measures. There can be no assurance that some future event in relation to an emerging market country will not lead to price controls, forced mergers of companies, expropriation or creation of government monopolies, to the possible detriment of the investments of the Master Fund.

Corruption is perceived as a problem in certain emerging markets countries. Corrupt practices may have an adverse impact on the assets in which the Master Fund invests. Corruption may also affect the ability of the Master Fund to enforce its legal rights.

Many of the laws that govern private investment, securities transactions and other contractual relationships in emerging markets are new and largely untested. As a result, the Master Fund may be subject to a number of unusual risks, including inadequate investor protection, contradictory legislation, incomplete, unclear and changing laws, ignorance or breaches of regulations on the part of other market participants, lack of established or effective avenues for legal redress, lack of standard practices and confidentiality customs characteristic of developed markets and lack of enforcement of

existing regulations. Regulatory controls and corporate governance of companies in emerging markets may confer little protection on minority shareholders. Anti-fraud and anti-insider trading legislation is often rudimentary. The concept of fiduciary duty to shareholders by officers and directors is also limited when compared to such concepts in developed markets. In certain instances management may take significant actions without the consent of shareholders and anti-dilution protection also may be limited. Furthermore, it may be difficult to obtain and enforce a judgment in certain of the emerging markets in which assets of the Master Fund will be invested. There can be no assurance that any difficulty in protecting and enforcing rights will not have a material adverse effect on the Master Fund and its operations.

Some assets in the Master Fund might be liabilities of a foreign state or a foreign issuer. As a result, it may not be possible for the Master Fund to affect service of process upon the issuer or to enforce against the issuer judgments obtained. Any such restriction might have a negative impact both on the liquidity of an investment and the performance of an investment.

Furthermore, the issuers might benefit from asset protection measures issued by certain governments in which those issuers have attachable assets. Those asset protection measures may limit, derail or impair the ability to sue, obtain judgments or enforce judgments to recovered money owed by those issuers.

EMIR

European Market Infrastructure Regulation – EU Regulation No 648/2012 on over-the-counter derivatives, central counterparties and trade repositories (as amended by EU Regulation No 2019/834 and also known as the European Market Infrastructure Regulation, or "***EMIR***") introduced requirements in respect of derivative contracts by requiring certain "eligible" over-the-counter ("***OTC***") derivative contracts to be submitted for clearing to regulated central clearing counterparties (the clearing obligation) and by mandating the reporting of certain details of OTC and exchange-traded ("***ETD***") derivative contracts to registered trade repositories (the reporting obligation). In addition, EMIR imposes requirements for appropriate procedures and arrangements to measure, monitor and mitigate operational and counterparty risk in respect of OTC derivative contracts which are not subject to mandatory clearing (the risk mitigation requirements) including the posting of collateral in respect of uncleared OTC trades. These EMIR requirements apply to varying degrees to entities established in the EU, and in certain cases to those established outside the EU, covering both financial counterparties ("***FCs***"), which term includes investment firms, credit institutions, insurance companies based in the EU, and AIFs which are managed by an EU AIFM; as well as certain EU based non-financial counterparties ("***NFCs***"). An entity's EMIR counterparty category and its OTC derivatives activity measured against certain prescribed "clearing thresholds" determines its EMIR obligations. The mandatory clearing obligation applies to FCs and NFCs whose derivatives activity crosses certain thresholds and to any FCs or NFCs that decide not to calculate their derivatives activity. The relevant calculation and application of the clearing obligation differs between FCs and NFCs. FCs and NFCs whose OTC derivatives activity is below the relevant thresholds (so called "Small FCs" and "NFC-s" respectively) are exempted from the EMIR mandatory clearing obligation. Both FCs and NFCs must comply with the reporting obligation and the risk mitigation requirements. There are however certain exceptions to the risk mitigation techniques for NFCs, and only NFCs whose activity exceeds the clearing thresholds must exchange collateral.

The Master Fund will be a "Financial Counterparty" for the purposes of EMIR and will be subject to the clearing obligation (except to the extent it is a "Small FC"), the reporting obligation and the risk mitigation requirements. The clearing obligation and the requirement to post collateral are being phased in over a period of several years and, while it is difficult to predict their long term impact, may well result in an increase in the overall costs of entering into and maintaining OTC and ETD derivative contracts.

The European regulatory framework and legal regime relating to derivatives is set not only by EMIR but also, to a limited extent, by MiFID II. As set out above, the majority of the obligations under MiFID II entered into force across the EU on 3 January 2018 and from that date, similarly to the Dodd-Frank Act and CFTC requirements referenced herein, MiFID II commodity derivative position limits took effect. However, similarly to EMIR itself a number of the MiFID II requirements are still being phased in over time. This includes the so called "mandatory trading obligation", being the requirement for certain EMIR counterparty categories that are subject to the clearing obligation, to conclude transactions in certain specified classes of OTC derivatives on an EU trading venue that is subject to the requirements of MiFID II or on a third country venue that has been assessed by the European Commission as equivalent for these purposes. The classes of derivatives that are subject to the trading obligation are specified in "Level 2" implementing measures adopted by the European Commission, based on an assessment of whether that class is sufficiently standardised and liquid. The European Commission may only declare a class of derivatives subject to the trading obligation under MiFID II where that class has previously been declared subject to the clearing obligation under EMIR. To date, the European Commission has declared only a limited number of derivatives, consisting of certain interest rate swaps and credit default swaps, subject to the mandatory trading obligation, but it is expected that the scope of the obligation will be extended to follow those derivatives that become subject to the corresponding EMIR clearing obligation. The European Securities and Markets Authority maintains a public register in relation to the mandatory trading obligation which includes full detail of the classes of derivative that are subject to the obligation and the relevant timing by counterparty category type.

It is difficult to predict the full impact of these regulatory developments at this stage. Regulatory changes arising under MiFID II, taken together with the existing requirements under EMIR and the continued phase-in of EMIR clearing (and, where relevant, margining) requirements, may in due course significantly raise the costs of entering into derivative contracts and may adversely affect the Master Fund's ability to engage in transactions in derivatives.

Both EMIR and the Dodd-Frank Act can apply extraterritorially i.e., to entities outside of the EU and the U.S. respectively by virtue of provisions in each that seek to impose certain requirements on entities located, or on transactions executed overseas. Given the potentially global nature of the Master Fund's trading activities, and the potentially overlapping extraterritorial reach of EMIR and the Dodd-Frank Act, subject to rules on substituted compliance and equivalence, conflict and overlap may occur between certain regulations adopted under EMIR and the Dodd-Frank Act. Where any such conflict and overlap means the Master Fund must comply with both regimes, compliance costs may increase.

Equity Price Risk

The Master Fund's investment portfolios may include long and short positions in equity securities of public and private, listed and unlisted companies. Equity securities fluctuate in value in response to many factors, including, among others, the activities and financial condition of individual companies, geographic markets, industry market conditions, interest rates and general economic environments. In addition, events such as the domestic and international political environments, terrorism and natural disasters, may be unforeseeable and contribute to market volatility in ways that may adversely affect investments made by the Master Fund.

Equity Securities Generally

The value of equity securities of public and private, listed and unlisted companies and equity derivatives generally varies with the performance of the issuer and movements in the equity markets. As a result, the Master Fund may suffer losses if it invests in equity instruments of issuers whose performance diverges from the AIFM's expectations or if equity markets generally move in a single direction and the Master Fund has not hedged against such a general move. The Master Fund also may be exposed to risks that issuers will not fulfil contractual obligations such as, in the case of

convertible securities or private placements, delivering marketable common stock upon conversions of convertible securities and registering restricted securities for public resale.

Error Trades

Unintended errors in the communication or administration of trading instructions may, from time to time, arise. Except in the case of fraud, negligence or wilful default, losses (if any) arising from such errors are attributable to the Master Fund on the basis that profits from such errors (if any) are also attributable to the Master Fund.

EU list of non-cooperative jurisdictions for tax purposes

In November 2016 the EU established criteria based on OECD methodologies against which to evaluate non-EU jurisdictions for compliance with transparency and information exchange standards and the use of tax regimes perceived to offer unfair tax competition. Jurisdictions whose domestic tax systems were found to contain elements regarded as unsatisfactory were expected to commit to the EU to remedy these within an agreed timeframe. The formal output of that review process is the EU list of non-cooperative jurisdictions for tax purposes. The list identifies those non-EU jurisdictions which have refused to cooperate, or which have failed to meet their commitments given to the EU. On 18 February 2020 the EU Council updated the EU list of non-cooperative jurisdictions to include the Cayman Islands on the basis that the Cayman Islands does not have appropriate measures in place relating to economic substance in the area of collective investment vehicles.

Where a jurisdiction is included on the non-cooperative list, the direct tax consequences are limited at the EU level as the EU has not developed comprehensive sanctions. However, EU member states have committed to adopt administrative measures targeted towards listed jurisdictions, and as such, individual EU member states may have a range of actions available under their domestic laws. Such actions include, but are not limited to, transaction reporting, increased tax audits for taxpayers with connections to a listed jurisdiction, application of controlled foreign companies' rules, withholding taxes at punitive rates, and restrictions on capital gains exemptions. If such actions are implemented in the jurisdictions in which the Fund or Master Fund will have investments this could adversely affect the returns from the Fund and the Master Fund to its investors.

The EU list of non-cooperative jurisdictions is reconsidered at least once a year, and generally at six monthly intervals. The Cayman Islands government has committed to comply with the EU criteria and may be delisted from the EU list of non-cooperative jurisdictions in the future. However, whether or when this may happen is currently uncertain.

Exchange of Tax Information

The Cayman Islands has implemented a legal and regulatory regime that the Organisation for Economic Co-operation and Development ("***OECD***") has recognised as generally complying with internationally agreed standards for transparency and exchange of information for tax purposes. Furthermore, the Cayman Islands is currently treated by the OECD as a jurisdiction that has substantially implemented the internationally agreed tax standard (as developed by the OECD in co-operation with non-OECD countries and endorsed by G20 Finance Ministers and by the United Nations Committee of Experts on International Co-operation in Tax Matters). The implementation of this standard, which requires exchange of information on request in all tax matters for the administration and enforcement of domestic tax law without regard to a domestic tax interest requirement or bank secrecy for tax purposes, has involved the Cayman Islands entering into a number of bilateral tax information exchange agreements, and also the enactment of a unilateral mechanism for the Cayman Islands to provide relevant information on request to certain other specified jurisdictions. Consequently, each Shareholder should be aware that in accordance with such arrangements (as extended or varied from time to time to comply with then current international standards, to the extent adopted by the Cayman Islands or any other relevant jurisdiction), relevant

information concerning it and/or its investment in the Fund may be provided to any relevant tax authority.

FATCA

Pursuant to FATCA, the Fund and the Master Fund will be required to comply with extensive reporting and withholding requirements designed to inform the U.S. Department of the Treasury of U.S.-owned foreign investment accounts. Failure to comply (or be deemed compliant) with these requirements will subject the Fund and the Master Fund to U.S. withholding taxes on certain U.S.-source income. Pursuant to an intergovernmental agreement between the United States and the Cayman Islands (the "U.S. IGA") and any existing legislation enacted in the Cayman Islands to give effect to the terms of the U.S. IGA, the Fund and the Master Fund each may be deemed compliant, and therefore not subject to the withholding tax and generally not required to withhold on investors, if they identify and report U.S. investor information directly to the Cayman Islands government. Investors may be requested to provide additional information to the Fund or the Master Fund to enable the Fund and the Master Fund to satisfy these obligations. Failure to provide such information when requested or (if applicable) satisfy its own FATCA obligations may subject an investor to liability for any resulting U.S. withholding taxes or U.S. tax information reporting or compulsory redemption. Detailed guidance as to the mechanics and scope of this reporting and withholding regime is continuing to develop. There can be no assurance as to the timing or impact of any such guidance on future operations of the Fund and the Master Fund.

Financing Arrangements; Availability of Credit

As a general matter, the banks and dealers that may provide financing to the Master Fund can apply essentially discretionary margin, "haircuts", financing, security and collateral valuation policies. Banks and dealers could change these policies at any time, for any reason, including a change in market circumstances, government, regulatory or judicial action or simply a change in the policy of the relevant bank. Changes by banks and dealers in one or more of these policies, or the imposition of other credit limitations or restrictions, whether due to market circumstances, government, regulatory or judicial action, may result in large margin calls, loss of financing, forced liquidations of positions at disadvantageous prices, termination of swap and repurchase agreements and cross-defaults to agreements with other banks and dealers. Any such adverse effects may be exacerbated in the event that such limitations or restrictions are imposed suddenly and/or by multiple market participants simultaneously. The imposition of any such limitations or restrictions could compel the Master Fund to liquidate all or part of its portfolio at disadvantageous prices, perhaps leading to a complete loss of the Master Fund's equity.

The Master Fund could also be subject to a "margin call", pursuant to which it must either deposit additional funds with the broker or be the subject of mandatory liquidation of the securities over which the broker has been granted security to compensate for the decline in value. A "margin call" can essentially be made at the discretion of the relevant broker, even if the securities over which that broker has been granted security to secure the Master Fund's margin accounts have not declined in value. In the event of a sudden drop in the value of the Master Fund's assets, the AIFM might not be able to liquidate assets quickly enough to pay off the margin debt. In such a case, the relevant broker may liquidate additional assets of the Master Fund, in its sole discretion, in order to satisfy such margin debt.

Whilst the AIFM has taken steps to mitigate these risks (including, but not limited to, entering into committed credit facilities and margin lock-up agreements with relevant banks and dealers), there can be no assurance that the Master Fund will be able to maintain adequate financing arrangements under all market circumstances.

Forward Foreign Exchange Contracts

The Master Fund may enter into forward foreign exchange contracts. A forward foreign exchange contract is a contractually binding obligation to purchase or sell a particular currency at a specified date in the future. Forward foreign exchange contracts are not uniform as to the quantity or time at which a currency is to be delivered and are not traded on exchanges. Rather, they are individually negotiated transactions. Forward foreign exchange contracts are effected through a trading system known as the interbank market. It is not a market with a specific location but rather a network of participants electronically linked Documentation of transactions generally consists of an exchange of telex or facsimile messages. There is no limitation as to daily price movements on this market and in exceptional circumstances there have been periods during which certain banks have refused to quote prices for forward foreign exchange contracts or have quoted prices with an unusually wide spread between the price at which the bank is prepared to buy and that at which it is prepared to sell. Transactions in forward foreign exchange contracts are not regulated by any regulatory authority nor are they guaranteed by an exchange or clearing house. The Master Fund is subject to the risk of the inability or refusal of its counterparties to perform with respect to such contracts. Any such default would eliminate any profit potential and compel the Master Fund to cover its commitments for resale or repurchase, if any, at the then current market price. These events could result in significant losses.

Fraud

Of paramount concern in investing in loans is the possibility of material misrepresentation or omission on the part of the borrower. Such inaccuracy or incompleteness may adversely affect the valuation of the collateral underlying the loans or may adversely affect the ability of the Master Fund to perfect or effectuate a lien on the collateral securing the loan. The Master Fund will rely upon the accuracy and completeness of representations made by borrowers to the extent reasonable when it makes its investments, but cannot guarantee such accuracy or completeness. Under certain circumstances, payments to the Master Fund may be reclaimed if any such payment or distribution is later determined to have been a fraudulent conveyance or a preferential payment.

Futures Contracts

The value of futures depends upon the price of the financial instruments, such as commodities, underlying them. The prices of futures are highly volatile, and price movements of futures contracts can be influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments, and national and international political and economic events and policies. In addition, investments in futures are also subject to the risk of the failure of any of the exchanges on which the Master Fund's positions trade or of its clearing houses or counterparties.

Futures positions may be illiquid because certain commodity exchanges limit fluctuations in certain futures contract prices during a single day by regulations referred to as "daily price fluctuation limits" or "daily limits". Under such daily limits, during a single trading day, no trades may be executed at prices beyond the daily limits Once the price of a particular futures contract has increased or decreased by an amount equal to the daily limit, positions in that contract can neither be taken nor liquidated unless traders are willing to effect trades at or within the limit This could prevent the Master Fund from promptly liquidating unfavourable positions and subject the Master Fund to substantial losses or prevent it from entering into desired trades. In extraordinary circumstances, a futures exchange or regulator could suspend trading in a particular futures contract, or order liquidation or settlement of all open positions in such contract.

General Economic and Market Conditions

The success of the Master Fund's activities is affected by general economic and market conditions, such as interest rates, availability of credit, inflation rates, economic uncertainty, changes in laws, trade barriers, currency exchange controls and national and international political circumstances.

These factors may affect the level and volatility of securities prices and the liquidity of the Master Fund's investments. Volatility or illiquidity could impair the Master Fund's profitability or result in losses.

The economies of individual emerging countries may differ favourably or unfavourably from the economy of a developed country in such respects as growth of gross domestic product, rate of inflation, currency depreciation, asset reinvestment, resource self-sufficiency and balance of payments position. Further, the economies of emerging countries generally are heavily dependent upon international trade and, accordingly, have been, and may continue to be adversely affected by trade barriers, exchange controls, managed adjustments in relative currency values and other protectionist measures imposed or negotiated by the countries with which they trade. These economies also have been and may continue to be adversely affected by economic conditions in the countries with which they trade. The economies of certain of these countries may be based, predominantly, on only a few industries and may be vulnerable to changes in trade conditions and may have higher levels of debt or inflation.

Government Policies and Changes in Laws

Governmental regulatory activity, especially that of governments and central banks in the regions of Latin America, may have a significant effect on interest rates and on the economy generally, which in turn may affect the price of the securities held by the Master Fund. High interest rates, the imposition of capital controls, credit controls or other restraints on loans to finance takeovers or other acquisitions could diminish the number of merger tender offers, exchange offers or other acquisitions, and as a consequence have a materially adverse effect on the activities of the Fund and the Master Fund. Moreover, changes in securities and bankruptcy laws or in accounting standards may make the Master Fund's investments less profitable. Amendments to bankruptcy laws or other relevant laws could also alter an expected outcome or introduce greater uncertainty regarding the likely outcome of an investment situation.

Handling of Mail

Mail addressed to the Fund or the Master Fund and received at its registered office will be forwarded unopened to the forwarding address supplied by the AIFM to be dealt with. None of the Fund, the Master Fund, its Directors, officers, advisors or service providers (including the organization which provides registered office services in the Cayman Islands) will bear any responsibility for any delay howsoever caused in mail reaching the forwarding address. In particular the Directors will only receive, open or deal directly with mail which is addressed to them personally (as opposed to mail which is addressed just to the Fund or the Master Fund).

Hedging Transactions

The Master Fund may utilise financial instruments both for investment purposes and for risk management purposes in order to (i) protect against possible changes in the market value of the Master Fund's investment portfolios resulting from fluctuations in the markets and changes in interest rates; (ii) protect the Master Fund's unrealised appreciation in the value of its investment portfolio; (iii) facilitate the sale of any such investments; (iv) enhance or preserve returns, spreads or appreciation on any investment in the Master Fund's portfolio; (v) hedge against a directional trade; (vi) hedge the interest rate, credit or currency exchange rate on any of the Master Fund's investments; (vii) protect against any increase in the price of any investments the Master Fund anticipates purchasing at a later date; or (viii) act for any other reason that the AIFM deems appropriate. The Master Fund will not be required to hedge any particular risk in connection with a particular transaction or its portfolios generally. While the Master Fund may enter into hedging transactions to seek to reduce risk, such transactions may result in a poorer overall performance for the Master Fund than if it had not engaged in any such hedging transaction. Moreover, it should be noted that the portfolio will always be exposed to certain risks that may not be hedged.

Illiquidity of Shares

There is currently no active secondary market for the Shares and it is not expected that such a market will develop. There can be no assurance that the liquidity of the investments of the Master Fund will always be sufficient to meet redemption requests as, and when, made. Any lack of liquidity may affect the liquidity of the Shares of the Fund and the value of its investments.

For such reasons the Directors may suspend the determination of Net Asset Value (and hence redemptions) in certain circumstances as provided in the Articles and this Prospectus.

Impact of COVID – 19

In December 2019, an outbreak of a contagious respiratory virus now known as COVID - 19 occurred and it has since spread globally. The virus has resulted in government authorities in many countries (including the People's Republic of China and Hong Kong, the United States and Europe) taking extreme measures to arrest or delay the spread of the virus including the declaration of states of emergency, restrictions on movement, border controls, travel bans and the closure of offices, schools and other public amenities such as bars, restaurants and sports facilities. This has resulted in major disruption to businesses, both regionally and globally, substantial market volatility, exchange trading suspensions and closures. While the full impact is not yet known, it is anticipated that these events will have a material adverse effect on general global economic conditions and market liquidity.

This may in turn cause material disruptions to business operations of service providers on which the Master Fund and the Fund rely, including the AIFM. It may also adversely impact the Master Fund's investments, the ability of the AIFM to access markets or implement the Master Fund's investment policy in the manner originally contemplated, the Master Fund's net asset value and therefore the Fund's investors. The Master Fund's and/or the Fund's access to liquidity could also be impaired in circumstances where the need for liquidity to meet redemption requests may rise significantly.

The impact of a health crisis such as the COVID - 19 pandemic, and other epidemics and pandemics that may arise in the future, could affect the global economy in ways that cannot necessarily be foreseen at the present time. A health crisis may exacerbate other pre-existing political, social and economic risks. Any such impact could adversely affect the Master Fund's and the Fund's performance, resulting in losses to investors.

Inability to Transact as a Result of Exposure to Material Non-Public Information

From time to time, the AIFM may receive material non-public information with respect to an issuer of publicly-traded securities. In such circumstances, the Master Fund may be prohibited, by law, policy or contract, for a period of time from (i) unwinding a position in such issuer, (ii) establishing an initial position or taking any greater position in such issuer, and (iii) pursuing other investment opportunities related to such issuer. This can result in substantial risk of loss or loss of opportunity if the Master Fund is not able to purchase or sell such security.

In-kind Redemption

Payments of the proceeds of redemptions from the Fund may, in certain circumstances, with the relevant redeeming Shareholder's consent, be effected by means of an in-kind distribution of the assets of the Fund. However, the Redemption Price is calculated as of the relevant Redemption Day. As such, the value of such assets may fluctuate between the Redemption Day and the date on which payment to the redeeming Shareholder is made, and there is a risk that the value of such assets could be reduced to zero.

Insufficient Collateral

To the extent that the Master Fund makes loans based partly upon the adequacy of the borrower's collateral, an incorrect valuation of such collateral may result in unforeseen losses. Despite performing due diligence on the collateral, including, where appropriate, by engaging third-party independent valuators to estimate the value of the collateral pledged by the borrower, the inherent uncertainty of valuation of collateral may result in values that differ significantly from the values that can ultimately be obtained for such collateral. In addition, even if collateral is initially valued correctly, changes in market conditions, regulations or other circumstances, or changes directly related to such collateral, may materially adversely affect the value thereof.

Investment Management Risk

The investment performance of the Fund and the Master Fund is substantially dependent on the services of Pablo Federico. In the event of the death, incapacity, departure of Pablo Federico, the performance of the Fund and the Master Fund will be materially adversely affected.

No risk management system is fail-safe and no assurance can be given that the risk management system and its approach or parameters, as may be used by the AIFM, will achieve its objectives.

Investments in Initial Public Offerings

Investments in initial public offerings (or shortly thereafter) may involve higher risks than investments issued in secondary public offerings or purchases on a secondary market due to a variety of factors, including, without limitation, the limited number of shares available for trading, unseasoned trading, lack of investor knowledge of the issuer and limited operating history of the issuer. In addition, some companies in initial public offerings are involved in relatively new industries or lines of business, which may not be widely understood by investors. Some of these companies may be undercapitalised or regarded as developmental stage companies, without revenues or operating income, or the near-term prospects of achieving them. These factors may contribute to substantial price volatility for such securities and, thus, for the value of the Master Fund's shares.

Investment Vehicles

The Fund, via the Master Fund, may use Investment Vehicles for the purposes of holding one or more investments and, among other uses, to facilitate investment in a particular opportunity by third parties ("***co-investment***"). Accordingly, assets held by Master Fund through an Investment Vehicle in respect of a particular investment opportunity may be at risk in respect of liabilities incurred in respect of others. This risk may be increased in circumstances where there is substantial co-investment in a particular investment opportunity.

The Master Fund and the Investment Vehicles may receive income and gains in respect of their investment activities from entities in a variety of jurisdictions. The Investment Vehicles may be able to claim double tax treaty benefits in respect of such income and/or gains arising in these jurisdictions, and, if so, such Investment Vehicles may not generally be subject to withholding and other taxes in respect of income and gains received from the foreign entities save where the relevant Investment Vehicle's activities amount to a permanent establishment in that foreign jurisdiction. There can be no assurance that local taxation will not be payable, both now and in the future or that there will not be any change in any relevant treaties or national law. In addition, the choice of structure as to the Master Fund's economic interest in the Investment Vehicles may result in treaty benefits being unavailable to the Investment Vehicles. Whilst the directors of the Master Fund will generally intend to select a structure which will be tax efficient, it cannot be guaranteed that this will be achieved. In addition to withholding and other taxes in respect of their investments, Investment Vehicles may be subject to taxation in the jurisdiction, inter alia, in which they are incorporated, although it is possible that the amount of any resulting liability may only be charged by reference to the residual taxable profit retained by such Investment Vehicles. Where appropriate, as determined in the sole discretion of the

AIFM, rulings may be sought from the relevant taxation authorities that this is the case, although it cannot be guaranteed that such rulings will be obtained or applicable in all circumstances. In particular, where an Investment Vehicle takes direct title to a commodity, such rulings may, depending on the circumstances, be inapplicable and such Investment Vehicle may become subject to tax in its jurisdiction, inter alia, of incorporation without the ability to limit any such liability by reference to the residual taxable profit retained by that Investment Vehicle.

The Master Fund may structure its economic interests in any Investment Vehicles through a variety of means, including without limitation by holding equity interests, debt instruments (including debt instruments secured on the assets of the relevant Investment Vehicle) or derivatives, or a combination thereof.

Third parties, including other funds managed or advised by the AIFM, may also have ownership and/or economic interests in the relevant Investment Vehicle, which may rank senior to the Master Fund's interest therein. Investment Vehicles may make a number of investments, some of which may not be for the benefit of the Master Fund. In the event of losses attributable to a particular investment (which may not be for the benefit of the Master Fund), or the insolvency of an Investment Vehicle (which may be caused, or contributed to, by an investment or investments not for the benefit of the Master Fund), or other event affecting an Investment Vehicle, the Fund and the Master Fund could be subject to significant losses.

Lack of U.S. Regulation

The Shares have not been and will not be registered under the Securities Act or any state within the United States in reliance on an exemption from registration pursuant to Rule 506 of Regulation D promulgated under the Securities Act and applicable state securities law exemptions. The Fund has not been, and currently does not intend to be, registered as an investment company under the Investment Company Act pursuant to the provisions of Section 3(c)(7) of the Investment Company Act, which exempts from registration issuers whose securities are not publicly offered and are beneficially owned exclusively by persons who, at the time of purchase are "qualified purchasers" (as defined in the Investment Company Act). Therefore, Shareholders will not have the benefit of all the protections afforded by the foregoing laws.

Latin America Risk

Because the Master Fund's investments will be focused in the regions of Latin America, the Master Fund's performance (and hence the Fund's performance) is expected to be closely tied to social, political, and economic conditions within these regions and may be more volatile than the performance of funds that invest in more developed countries and regions.

The Master Fund invests in securities of companies based in Latin America or issued by the governments of the countries of Latin America, or in the securities of companies which are not incorporated in the countries of Latin America, but which derive some of their revenues from business activities conducted in Latin America. Such investment involves certain considerations not usually associated with investing in securities of developed countries or of companies located in developed countries, including political and economic consideration, such as greater risks of expatriation, nationalization and general, political, and economic instability, the small size of the securities markets in such countries and the low volume of trading, resulting in potential lack of liquidity and substantially greater price volatility, fluctuations in the rate of exchange between currencies, and costs associated with currency conversions, certain government policies that may restrict the Master Fund's investment opportunities and problems that may arise in connection with the clearance and settlements of trades. In addition, accounting and financial reporting standards that prevail in such countries are not equivalent to standards in more developed countries, consequently, less information is available to investors in companies located in more developed countries. There is also less regulation, generally, of the securities markets in the countries of Latin American than there is in more developed countries.

Legal Risks

The Master Fund may make investments based on, or enter into contracts described by, significant legal documents. Such documents may include (but are not limited to) memoranda and other offering documents as well as OTC derivative contracts, including contracts for differences and credit default swaps. Whilst the Master Fund will generally seek advice on material matters, there can be no guarantee that any advice given will be accurate, that a contract will be validly executed by the relevant counterparty or that a contract will ultimately prove to be enforceable against the relevant counterparty. Furthermore, the expected outcome of these contracts or investments may not be realised in practice. If these contracts or investments do not produce the expected result, the Master Fund could suffer significant losses.

Many of the laws that govern private investment, securities transactions and other contractual relationships in emerging markets are new and largely untested. As a result, the Fund and/or the Master Fund may be subject to a number of unusual risks, including inadequate investor protection, contradictory legislation, incomplete, unclear and changing laws, ignorance or breaches of regulations on the part of other market participants, lack of established or effective avenues for legal redress, lack of standard practices and confidentiality customs characteristic of developed markets and lack of enforcement of existing regulations. Furthermore, it may be difficult to obtain and enforce a judgment in certain of the emerging markets in which assets of the Master Fund may be invested. There can be no assurance that this difficulty in protecting and enforcing rights will not have a material adverse effect on the Master Fund and its operations.

Regulatory controls and corporate governance of companies in emerging markets confer little protection on minority shareholders. Anti-fraud and anti-insider trading legislation is often rudimentary. The concept of fiduciary duty to shareholders by officers and directors is also limited when compared to such concepts in developed markets. In certain instances management may take significant actions without the consent of shareholders and anti-dilution protection also may be limited.

Lender Liability or Equitable Subordination

Because of the nature of certain of the Master Fund's investment practices, the Fund, the Master Fund or its or their affiliates could be subject to allegations of lender liability or "equitable subordination". Under common law principles that in some cases form the basis for lender liability claims, if a lender (a) intentionally takes an action that results in the undercapitalization of a borrower or issuer to the detriment of other creditors of such borrower or issuer; (b) engages in other inequitable conduct to the detriment of such other creditors; (c) engages in fraud with respect to, or makes misrepresentations to, such other creditors; or (d) uses its influence as a stockholder to dominate or control a borrower or issuer to the detriment of other creditors of such borrower or issuer, a court may elect to subordinate the claim of the offending lender or bondholder to the claims of the disadvantaged creditor or creditors (a remedy called "***equitable subordination***"). The Fund and the Master Fund do not intend to engage in conduct that would form the basis for a successful cause of action based upon the lender liability or equitable subordination doctrines; however, because of the nature of the debt obligations, the Fund, the Master Fund or its or their subsidiaries may be subject to claims from creditors of an obligor that debt obligations of such obligor which are held by the issuer should be equitably subordinated.

Leverage and Borrowing

The Master Fund may use margin and other borrowings that result in certain additional risks. For example, if instruments purchased by the Master Fund on margin or using other borrowings decline in value, the Master Fund could be subject to a "margin call" or other collateral call, pursuant to which the Master Fund must either deposit additional funds or assets with the broker or lender or suffer mandatory liquidation of the relevant instruments. In the event of a sudden drop in the value of the Master Fund's assets, the Master Fund might not be able to liquidate assets quickly enough to cover a

margin call or other collateral call. This risk may be particularly pronounced if the Master Fund utilises a highly leveraged investment strategy, as the assets available to cover a margin or other collateral call may be relatively small compared to the size of the Master Fund's positions (and the resulting margin obligations).

Borrowing creates an opportunity for greater yield and total return but, at the same time, will increase the Master Fund's exposure to capital risk and interest costs. Any investment income and gains earned on investments made through the use of borrowings that are in excess of the interest costs associated therewith may cause the Net Asset Value of the Master Fund to increase more rapidly than would otherwise be the case. Conversely, where the associated interest costs are greater than such income and gains, the Net Asset Value of the Master Fund may decrease more rapidly than would otherwise be the case.

The Master Fund may borrow by entering into repurchase agreements or sell-buy back transactions. Under a repurchase agreement, the Master Fund sells securities and agrees to repurchase them at a mutually agreed date and price. Repurchase agreements may involve the risk that the market value of the securities retained in lieu of sale by the Master Fund may decline below the price of the securities the Master Fund has sold but is obligated to repurchase. In the event the buyer of securities under a repurchase agreement files for bankruptcy or becomes insolvent, such buyer or its trustee or receiver may receive an extension of time to determine whether to enforce the Master Fund's obligation to repurchase the securities and the Master Fund's use of the proceeds of the repurchase agreement may effectively be restricted pending such decision. The underlying asset may be sold outright or on lent. Upon transferring the underlying asset the Master Fund no longer owns it and loses any voting rights, although it may receive an amount in respect of economic benefits owing on the underlying assets (for example, dividends). To the extent that, in the meantime, the value of the securities that the Master Fund has purchased has decreased, the Master Fund could experience a loss. In case of a default by the Master Fund in its obligations, the relevant Prime Broker and Custodian or other counterparty to the Master Fund may close-out transactions and exercise remedies as a repurchase counterparty against the Master Fund's account in order to satisfy those obligations.

In a reverse repurchase or a buy-sell back transaction, the Master Fund buys securities from a counterparty, subject to the obligation of the counterparty to repurchase such securities at a mutually agreed date and price. If the seller of securities to the Master Fund under a reverse repurchase agreement defaults on its obligation to repurchase the underlying securities, as a result of its bankruptcy or otherwise, the Master Fund would ordinarily seek to dispose of such securities, which action could involve costs or delays. In the event the seller files for bankruptcy or becomes insolvent, such seller or its trustee or receiver may receive an extension of time to determine whether to enforce the Master Fund's obligation to resell the securities and the Master Fund's use of those securities may effectively be restricted pending such decision. It is possible, in a bankruptcy or liquidation scenario, that the Master Fund may not be able to substantiate its interest in the underlying securities. If a seller defaults on its obligation to repurchase securities under a reverse repurchase agreement, the Master Fund may suffer a loss to the extent that it is forced to liquidate its position in the market, and proceeds from the sale of the underlying securities are less than the repurchase price agreed to by the defaulting seller.

Margin lending transactions are defined in SFTR as transactions in which a counterparty extends credit in connection with the purchase, sale, carrying or trading of securities, excluding loans that are secured by collateral in the form of securities or that are carried out for other purposes, for example, credit lines in connection with futures trading. In the context of prime brokerage and other credit facilities that the Master Fund may utilise, it may be difficult to identify whether a particular transaction is subject to the disclosure, record-keeping and reporting requirements under the SFTR or not.

The financing used by the Master Fund to leverage its portfolio can be extended by securities brokers and dealers in the marketplace in which the Master Fund invests.

While the Master Fund attempts to negotiate the terms of these financing arrangements with such brokers and dealers, its ability to do so is limited. The Master Fund is therefore subject to changes in the value that the broker-dealer ascribes to a given security or position, the amount of margin required to support such security or position, the borrowing rate to finance such security or position and/ or such broker-dealer's willingness to continue to provide any such credit to the Master Fund. Because the Master Fund may have no alternative credit facility which could be used to finance its portfolio in the absence of financing from broker-dealers, it could be forced to liquidate its portfolio on short notice to meet its financing obligations. The forced liquidation of all or a portion of the Master Fund's portfolio at distressed prices could result in significant losses to the Master Fund.

Liquidity and Market Characteristics

In some circumstances, investments may be relatively illiquid making it difficult or impossible to acquire or dispose of them at the prices quoted on the various exchanges or at the prices which the AIFM considers reflects their then value. Accordingly, the Master Fund's ability to respond to market movements may be impaired and the Master Fund may experience adverse price movements upon liquidation of its investments. Settlement of transactions may be subject to delay and administrative uncertainties.

The Master Fund may be adversely affected by a decrease in market liquidity for the instruments in which it invests which may impair the Master Fund's ability to adjust its positions. The size of the Master Fund's positions may magnify the effect of a decrease in market liquidity for such instruments. Changes in overall market leverage, deleveraging as a consequence of a decision by the Prime Brokers and Custodians not to offer credit or by other counterparties with which the Master Fund enters into repurchase/reverse repurchase agreements or derivative transactions, to reduce the level of leverage available, or the liquidation by other market participants of the same or similar positions, may also adversely affect the Master Fund's portfolio.

Long-Term Investments

The Fund and the Master Fund may pursue investment opportunities for the Fund and the Master Fund that seek to maximise asset value or create market opportunities on a long-term basis. In pursuing such long-term strategies, the Fund and the Master Fund may forego value in the short term or temporary investments in order to be able to avail the Fund or the Master Fund of additional and/or longer-term opportunities in the future. Consequently, the Master Fund may not capture maximum available value in the short term, which may be disadvantageous, for example, for Shareholders who redeem all or a portion of their investment before such long-term value may be realised by the Master Fund.

Market Disruptions

The Master Fund may incur major losses in the event of disrupted markets and other extraordinary events which may affect markets in a way that is not consistent with historical pricing relationships. The risk of loss from a disconnect with historical prices is compounded by the fact that in disrupted markets many positions become illiquid, making it difficult or impossible to close out positions against which the markets are moving. The financing available to the Master Fund from its banks, dealers and other counterparties will typically be reduced in disrupted markets. Such a reduction may result in substantial losses to the Master Fund. A sudden restriction of credit by the dealer community has resulted in forced liquidations and major losses for a number of investment funds and other vehicles. Because market disruptions and losses in one sector can cause ripple effects in other sectors, many investment funds and other vehicles have suffered heavy losses even though they were not necessarily heavily invested in credit related investments. In addition, market disruptions caused by unexpected political, military and terrorist events may from time to time cause losses for the Master Fund and such events can result in otherwise historically low-risk strategies performing with unprecedented volatility and risk. A financial exchange may from time to time suspend or limit trading. Such a suspension could render it difficult or impossible for the Master Fund to liquidate

affected positions and thereby expose it to losses. There is also no assurance that off-exchange markets will remain liquid enough for the Master Fund to close out positions.

Misconduct of Employees and of Third-Party Service Providers

Misconduct by employees, secondees or by third-party service providers could cause significant losses to the Fund and the Master Fund. Employee, or secondee misconduct may include binding the Fund or the Master Fund to transactions that exceed authorised limits or present unacceptable risks and unauthorised trading activities or concealing unsuccessful trading activities (which, in either case, may result in unknown and unmanaged risks or losses). Losses could also result from actions by third-party service providers, including, without limitation, failing to recognise trades and misappropriating assets. In addition, employees and third-party service providers may improperly use or disclose confidential information, which could result in litigation or serious financial harm, including limiting the Fund's and the Master Fund's business prospects or future marketing activities. Although the AIFM will adopt measures to prevent and detect employee misconduct and to select reliable third party providers, such measures may not be effective in all cases.

Nature of the Fund's Investments

While it is the AIFM's intention to invest a substantial portion of the Master Fund's assets in the strategies described under "Investment Objective" above, the Master Fund will be permitted to opportunistically implement whatever strategies or discretionary approaches the AIFM believes from time to time may be best suited to prevailing market conditions.

Net Asset Value Considerations

The Net Asset Value per Share is expected to fluctuate over time with the performance of the Master Fund's investments. A Shareholder may not fully recover his initial investment when he chooses to redeem his Shares or upon compulsory redemption if the Net Asset Value per Share at the time of such redemption is less than the Subscription Price paid by such Shareholder.

New Issues

Because only Shareholders which are Non-Restricted Persons will generally receive allocations of profits and losses derived from New Issues as described herein, to the extent that the Fund participates directly or indirectly in New Issues, such Shareholders will experience different performance results from those of other Shareholders which are Restricted Persons and cannot share in profits and losses derived from New Issues.

No Independent Legal Review

Prospective investors should note that the Fund is represented by Dechert LLP ("***Dechert***") with regards to U.S. and English law and Maples and Calder with regards to Cayman Islands law. In connection with the Fund's offering of Shares and subsequent advice to the Fund, neither Dechert nor Maples and Calder will be representing Shareholders. No independent legal counsel has been retained to represent the Shareholders. In the course of advising the Fund, there are times when the interests of Shareholders may differ from those of the Fund. Dechert and Maples and Calder do not represent the Shareholders' interests in resolving these issues. Prospective investors are encouraged to seek the advice of independent legal counsel in evaluating the terms and risks of this offering.

In assisting in the preparation of this Prospectus, Dechert has relied on information provided by the Fund, the Procurement Agent, the AIFM and other service providers to the Fund and the Master Fund (including, without limitation, biographical data, summaries of market conditions and the planned investment strategy of the Fund and the Master Fund) without verification and does not express a view as to whether such information is accurate or complete. Maples and Calder's responsibility in connection with the preparation of this Prospectus is limited to matters of Cayman Islands law and it

does not accept responsibility in relation to any other matters referred to or disclosed in this Prospectus.

Dechert's and Maples and Calder's representation of the Fund and the Master Fund is limited to specific matters as to which they have been consulted by the Fund and/or the Master Fund. There may exist other matters that could have a bearing on the Fund and/or the Master Fund as to which Dechert and/or Maples and Calder have not been consulted. Dechert and Maples and Calder disclaim any obligation to verify compliance by the Fund, the Master Fund, the AIFM or any of their affiliates with the investment programme, valuation procedures and other guidelines set forth herein. Dechert and Maples and Calder also disclaim any obligation to monitor compliance by the Fund, the Master Fund, the AIFM or any of their affiliates with their obligations either under applicable law or the Material Contracts.

OECD's BEPS Action Points

In 2013 the OECD published its report on Addressing Base Erosion and Profit Shifting ("BEPS") and its Action Plan on BEPS. The aim of the report and Action Plan was to address and reduce aggressive international tax planning. On 5 October 2015, the OECD published its final reports, analyses and sets of recommendations (deliverables) with a view to implementing internationally agreed and binding rules which could result in material changes to relevant tax legislation of participating OECD countries. The final package of deliverables was subsequently approved by the G20 Finance Ministers on 8 October 2015. On 24 November 2016, the OECD announced that more than 100 jurisdictions had concluded negotiations on a multilateral instrument that will amend their respective tax treaties (more than 2,000 tax treaties worldwide) in order to implement the tax treaty-related BEPS recommendations. The multilateral instrument was signed on 7 June 2017 and entered into force on 1 July 2018. The multilateral instrument will then enter into effect for a specific tax treaty at certain times after all parties to that treaty have ratified the multilateral instrument. The final actions to be implemented in the tax legislation of the countries in which the Fund and the Master Fund will have investments or changes in tax treaties negotiated by these countries, could adversely affect the returns from the Fund and the Master Fund to Shareholders.

OTC derivatives not subject to the mandatory clearing determinations, as the case may be, may not be traded on exchanges or cleared through registered clearinghouses and therefore may not be subject to the protections afforded to participants in cleared swaps (for example, a centralised counterparty and customer asset segregation). The Master Fund may invest a substantial portion of its assets in investments in such OTC derivatives, which are not traded on organised exchanges to the extent that all necessary CFTC registrations or exemptions have been obtained. Such registrations or exemptions would not include review or approval by the CFTC of any offering memorandum or the trading strategies of the Master Fund.

OTC derivatives or transactions are not standardised and may include forward contracts, options, swaps or other derivatives. Whilst some OTC markets are highly liquid, transactions in OTC derivatives may involve greater risk than investing in exchange traded derivatives because there is no exchange market on which to close out an open position. It may be impossible to liquidate an existing position, to assess the value of the position arising from an off-exchange transaction or to assess the exposure to risk. Bid and offer prices need not be quoted and, even where they are, they will be established by dealers in these instruments and consequently it may be difficult to establish what is a fair price.

Furthermore, the markets with respect to non-cleared OTC derivatives are "principals' markets," in which performance with respect to an OTC contract is the responsibility only of the counterparty to the contract, and not of any exchange or clearinghouse. As a result, the Master Fund will be subject to counterparty risk relating to the inability or refusal of a counterparty to perform such uncleared derivatives contracts. The participants in such markets are typically not subject to credit evaluation and regulatory oversight as members of "exchange-based" markets. This exposes the Master Fund to

the risk: (i) of counterparty failure, (ii) that a counterparty will not settle a transaction in accordance with its terms and conditions because of a dispute over the terms of the contract (whether or not bona fide) or because of a credit or liquidity problem, and (iii) of the inability or refusal of a counterparty to perform with respect to such contracts or redeliver cash or securities delivered by the Master Fund to support such contracts, thus causing the Master Fund to suffer a loss. Such "counter-party risk" is accentuated for contracts with longer maturities where events may intervene to prevent settlement, or where the Master Fund has concentrated its transactions with a single or small group of counterparties. If a counterparty's creditworthiness declines, the value of OTC derivatives contracts with such counterparty can be expected to decline, potentially resulting in significant losses to the Master Fund. If a default, an event of default, termination event or other similar condition or event were to occur with respect to the Master Fund under any OTC derivative instruments, the relevant counterparty may generally terminate all transactions with the Master Fund potentially resulting in significant losses to the Master Fund. Market illiquidity or disruption could result in major losses to the Master Fund.

Suitable derivative instruments may not continue to be available at a reasonable cost. Participants in the OTC derivative markets are generally not required to make continuous markets in the instruments in which they trade. Participants could also refuse to quote prices for OTC derivatives contracts or could quote prices with an unusually wide spread. Disruptions can also occur in any market in which the Master Fund invests due to unusually high trading volume, political intervention or other factors. A reduction or absence of price transparency or liquidity could increase the margin requirements, if any, under the relevant transactions and may result in significant losses or loss of liquidity to the Master Fund. There is no limitation on daily price movements on these instruments. The imposition of controls by governmental authorities might also limit such trading to less than that which the AIFM would otherwise recommend, to the possible detriment of the Master Fund. Market illiquidity or disruption could result in significant losses to the Master Fund.

For trades where the Master Fund is required to comply with the mandatory clearing obligation or opts to voluntarily clear a derivative, the collateral required to be posted by regulated central clearing counterparties may differ from and be greater than the collateral terms negotiated with derivatives counterparties in the OTC market. This may increase the cost incurred by the Master Fund, in entering into these products and impact the ability of the Master Fund to pursue certain investment strategies. For derivatives that are cleared through a clearinghouse, the Master Fund will face the clearinghouse either directly or indirectly as legal counterparty and will be subject to clearinghouse performance and credit risk. Clearing in derivatives is also subject to the risk of trading halts, suspensions, exchange or clearing house equipment failures, government and/or regulatory intervention, insolvency of a brokerage firm or other disruptions of normal trading activity.

Other Terms and Accounts

The Fund and/or the AIFM may, without the approval of any other Shareholder, enter into separate agreements or arrangements with certain Shareholders, to provide them with different terms than are provided to other Shareholders of the Fund, including but not limited to the following: fees, minimum investment amounts, transfer rights, disclosure of information to other parties, information, transparency and notice rights and redemptions. Such information may provide the recipient greater insights into the Fund's activities than is included in standard reports to Shareholders. Please see below under "General and Statutory Information", under "Side Letters", for further information.

The AIFM may manage accounts with similar (or different) investment objectives and strategies to the Fund. It is possible that potential conflicts of interests with the Fund may rise in connection with such other accounts. The AIFM will have regard to its regulatory obligations in managing such other accounts and will endeavour to resolve any conflicts which may arise fairly and in accordance with such regulatory obligations.

Prepayment Risk

The frequency at which prepayments (including voluntary prepayments by the obligors and liquidations due to defaults and foreclosures) occur on loans underlying assets will be affected by a variety of factors including the prevailing level of interest rates as well as economic, demographic, tax, social, legal and other factors. Generally, borrowers tend to prepay their loans when prevailing interest rates fall below the interest rates on their outstanding loans. The AIFM accounts for anticipated prepayment levels in investing in loan assets. However, increased prepayment levels may negatively impact the total cash realised over the life of the assets and may consequently affect the rate of return on such investments.

Price Fluctuations

It should be remembered that the value of Shares and the income (if any) derived from them can go down as well as up.

Prime Broker and Custodian Insolvency

The Master Fund is at risk of a Prime Broker and Custodian entering into an insolvency procedure. During such a procedure (which may last many years) the use by the Master Fund of assets held by or on behalf of a Prime Broker and Custodian may be restricted and accordingly (a) the ability of the AIFM to fulfil the investment objective may be severely constrained, (b) the Master Fund may be required to suspend the calculation of the Net Asset Value and as a result subscriptions for and redemptions of Shares, and/or (c) the Net Asset Value may be otherwise affected. During such a procedure, the Master Fund is likely to be an unsecured creditor in relation to certain assets and accordingly the Master Fund may be unable to recover such assets from the insolvent estate of a Prime Broker and Custodian in full, or at all.

To the extent that Master Fund assets held by a Prime Broker and Custodian are borrowed, lent or otherwise used by a Prime Broker and Custodian for its own purposes as permitted by the U.S. Rules (as defined in the section entitled 'Prime Brokers and Custodians to the Master Fund'), and to the extent that Master Fund assets held by a Prime Broker and Custodian are used by such Prime Broker and Custodian in violation of the U.S. Rules, the U.S. Rules provide no insurance protection and the United States Securities Investor Protection Act provides only de minimis insurance protection to the Master Fund.

Profit Sharing

In addition to receiving a Management Fee, the AIFM may also receive a Performance Fee based on the appreciation in the Net Asset Value per Share of each Series or Class and accordingly the Performance Fee will increase with regard to unrealised appreciation, as well as realised gains. Accordingly, a Performance Fee may be paid on unrealised gains which may subsequently never be realised. The Performance Fee may create an incentive for the AIFM to make investments for the Master Fund which are riskier than would be the case in the absence of a fee based on the performance of the Master Fund.

Proposals to reform LIBOR and global benchmark reform

Where any of the Master Fund's floating or adjustable rate investments calculate interest by reference to a benchmark interest rate, such as the London Inter-Bank Offered Rate ("LIBOR") or the European Inter-Bank Official Rate ("EURIBOR") (for these purposes, each a "Benchmark"), a discontinuance or change in the method of calculation of that Benchmark could have a negative impact on the value of such investments.

Historic focus on LIBOR resulted in regulators across a number of jurisdictions conducting investigations into whether the banks that contributed to the British Bankers' Association, the former

administrator of LIBOR, ("BBA") in connection with the calculation of daily LIBOR may have been under-reporting or otherwise manipulating LIBOR. In early 2014, ICE Benchmark Administration ("IBA") replaced BBA as LIBOR's administrator. Should any new investigations result in further findings of manipulation or under-reporting of LIBOR, the liquidity of investments may be affected and in turn this could adversely affect the value of the Master Fund's portfolio.

On 27 July 2017, the head of the FCA announced (the "FCA Announcement") that the FCA will no longer persuade or compel banks to submit rates for the calculation of LIBOR after 2021 (LIBOR currently being calculated for five currencies across seven tenors) and that planning a transition to alternative reference rates ("RFRs"), such as the reformed Sterling Over Night Index Average, or "SONIA", must begin. Since the FCA Announcement, the future of LIBOR and development of RFRs has been, and remains, high on the global regulatory agenda. Across different financial products and markets, relevant regulators and industry bodies are working to identify RFRs and to manage and raise awareness of the expected transition away from LIBOR to those alternative RFRs.

Both LIBOR and EURIBOR are "critical benchmarks" under Regulation (EU) 2016/1011 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the "Benchmarks Regulation"). The Benchmarks Regulation imposes requirements on certain European "supervised entities" that are users of Benchmarks (such as the AIFM), including maintaining written plans regarding their use of Benchmarks. The Benchmarks Regulation has already and may further affect how LIBOR and EURIBOR, as well as other Benchmarks, are calculated and administered. Reforms to EURIBOR, alongside reforms to EONIA (the Euro OverNight Index Average), mean that, in contrast to LIBOR, EURIBOR is not expected to be discontinued. Further changes to the way LIBOR is calculated, including those that alter, discontinue or suspend the calculation or dissemination of LIBOR in respect of certain currencies or periods, may adversely affect the value of the Master Fund's adjustable rate investments.

Given that the various Benchmark related developments are new, on-going and fast moving, it is difficult to predict their effect. Generally, however, the replacement of LIBOR and any related uncertainty could negatively impact the value of the Master Fund's adjustable rate investments which calculate interest by reference to LIBOR or any other Benchmark. Whilst the AIFM has identified floating or adjustable rate investments as the main area where it expects the Master Fund to be exposed to Benchmarks, exposure to Benchmarks may also arise in other areas of the Master Fund's, the AIFM's business and operations and would be affected for the same reasons set out above, and potentially also in additional ways. Since these exposures are currently unknown, it is difficult to predict their effect on the Master Fund, but the effects may be adverse.

No Benchmark administrator, whether IBA, any successor or the administrator of any alternative RFR, has any obligation to any investor with respect to investments that reference a Benchmark

Realisation of Profits and Valuation of Investments

From time to time, certain assets may be difficult to value, or may be attributed a zero value. Changes in circumstances or market conditions may lead to revaluation of certain assets, which may result in material increases or decreases in the Net Asset Value. Accordingly, any Shareholder who redeems Shares during a period when the value of any asset has been impaired will not receive any amount in respect of any subsequent increase of the Net Asset Value as a consequence of any revaluation of an asset the value of which was impaired at the time the Shareholder redeemed the relevant Shares. None of the Fund or the AIFM shall be required to inform a Shareholder proposing to redeem Shares of any circumstances which may lead to a revaluation of an asset, and neither shall be liable to any Shareholder in respect of any loss of opportunity to participate in gains attributable to any revalued assets, howsoever arising.

Regional Focus Risk

Focusing investments in a single country or few countries, or regions, involves increased currency, political, regulatory and other risks. Market swings in such a targeted country, countries or regions will be likely to have a greater effect on Fund performance than they would in a more geographically diversified Fund.

Regulatory Risks of Hedge Funds

The regulatory environment for hedge funds is evolving and changes therein may adversely affect the ability of the Master Fund to obtain the leverage it might otherwise obtain or to pursue its investment strategies. In addition, the regulatory or tax environment for derivative and related instruments is evolving and may be subject to modification by government or judicial action which may adversely affect the value of the investments held by the Master Fund. The effect of any future regulatory or tax change on the Fund and the Master Fund is impossible to predict.

In addition, securities and futures markets are subject to comprehensive statutes, regulations and margin requirements. Regulators and self-regulatory organisations and exchanges are authorised to take extraordinary actions in the event of market emergencies. The regulation of derivative transactions and funds that engage in such transactions is an evolving area of law and is subject to modification by government and judicial actions. The effect of any future regulatory change on the Fund and the Master Fund could be substantial and adverse including, for example, increased compliance costs, the prohibition of certain types of trading and the inhibition of the Master Fund's ability to pursue its investment approach as described herein.

Reliability of Valuations

As a general matter, investments that are or may become illiquid from time to time will be valued at fair value, unless the Directors determine that a different valuation is warranted based on various factors. Such factors include, but are not limited to, any impairment in relation to the value of the relevant asset of which the Directors are aware, independent valuations or aggregate dealer quotes. Such valuations may not be indicative of what actual fair market value would be in an active, liquid, or established market.

Requests for Information.

The Fund and the Master Fund, or any of its or their directors or agents domiciled in the Cayman Islands, may be compelled to provide information including, but not limited to, information relating to the subscriber, and where applicable, to the subscriber's beneficial owners and controllers, subject to a request for information made by a regulatory or governmental authority or agency under applicable law; e.g. by the Cayman Islands Monetary Authority, either for itself or for a recognised overseas regulatory authority, under the Monetary Authority Law (Revised), or by the Tax Information Authority, under the Tax Information Authority Law (Revised) or Reporting of Savings Income Information (European Union) Law (Revised) and associated regulations, agreements, arrangements and memoranda of understanding. Disclosure of confidential information under such laws shall not be regarded as a breach of any duty of confidentiality and, in certain circumstances, the Fund, the Master Fund and any of its or their directors or agents, may be prohibited from disclosing that the request has been made.

Revisions to Financial or Economic Data in Emerging Markets

Any revision to a country's official financial or economic data resulting from any subsequent review of such data by such country's central bank or other government entities could have a material adverse effect on such country's ability to service its public debt and on the value of securities. Certain financial and other information relied upon by the AIFM in making an investment decision may subsequently be materially adjusted or revised to reflect new or more accurate data as a result of

the periodic review of official a country's financial and economic statistics. Such revisions or even temporary or permanent suspension of publication of data could reveal that such country's economic and financial conditions as of any particular date are materially different from those relied upon. The AIFM can offer no assurance that such adjustments, revisions or suspensions will not have a material adverse effect on the Fund.

Risks Related to Investing in Latin America

A number of countries of Latin America has experienced high interest rates, economic volatility, inflation, currency devaluations and high unemployment rates. The economies of Latin America are heavily dependent on exports and commodities.

Second Lien Loans

The Master Fund may invest in loans that are secured by a second lien on assets. Second lien loans have been a developed market for a relatively short period of time, and there is limited historical data on the performance of second lien loans in adverse economic circumstances. In addition, second lien loan products are subject to intercreditor arrangements with the holders of first lien indebtedness, pursuant to which the second lien holders have waived many of the rights of a secured creditor, and some rights of unsecured creditors, including rights in bankruptcy that can materially affect recoveries. While there is broad market acceptance of some second lien intercreditor terms, no clear market standard has developed for certain other material intercreditor terms for second lien loan products. This variation in key intercreditor terms may result in dissimilar recoveries across otherwise similarly situated second lien loans in insolvency or distressed situations. While uncertainty of recovery in an insolvency or distressed situation is inherent in all debt instruments, second lien loan products carry more risks than certain other debt products.

Service Providers

Absent a direct contractual relationship between a Shareholder and a service provider to the Fund, Shareholders generally have no direct rights against the service providers and there are only very limited circumstances in which a Shareholder may potentially bring a claim against a service provider.

Short Selling

The Master Fund sells securities short. Short selling involves trading on margin and accordingly can involve greater risk than investments based on a long position. A short sale of a security involves the risk of a theoretically unlimited increase in the market price of the security, which could result in an inability to cover the short position and a theoretically unlimited loss. There can be no guarantee that securities necessary to cover a short position will be available for purchase.

In addition, as a result of regulatory or legislative action taken by regulators around the world in response to recent volatility in the global financial markets, taking short positions on certain securities has been restricted and the position is subject to change in the short to medium term. Accordingly, the AIFM may not be in a position to fully express its negative views in relation to certain stocks or sectors and the ability of the AIFM to fulfil the investment objective of the Master Fund may be constrained.

Sovereign Debt

The Master Fund may invest directly and indirectly through derivative instruments (including swaps and credit default swap indices) in sovereign debt instruments. The issuers of sovereign debt or the governmental authorities that control the repayment of the debt may be unable or unwilling to repay principal or interest when due, and the Master Fund may have limited recourse in the event of a default. A sovereign debtor's willingness or ability to repay principal and pay interest in a timely manner may be affected by, among other factors, its cash flow situation, the extent of its foreign

currency reserves, the availability of sufficient foreign exchange on the date a payment is due, the sovereign debtor's policy toward international lenders and the political constraints to which a sovereign debtor may be subject. Furthermore, such entities may be entitled to claim sovereign immunity from any claims made against them should they default on any of their obligations under such loans. This may hinder, or prevent entirely, the recovery of any loss suffered as a result of such default.

Sovereign Risk

Government interference with international transactions in its currency or the debt obligations of itself or its nationals through various means, including, without limitation, regulation of the local exchange market, restrictions on foreign investment by residents, limits on flows of investment funds from abroad and debt moratoria, may expose the Master Fund, and hence the Fund, to unanticipated losses.

There are increasing concerns regarding the ability of multiple sovereign entities to continue to meet their debt obligations. In particular, ratings agencies have recently downgraded the credit ratings of various countries. Many economies are facing acute fiscal pressures as they struggle to balance budgetary austerity with stagnant growth. Many observers predict that a depressed economic environment will cause budget deficits in these economies to expand in the short term and further increase the perceived risk of a default, thereby rendering access to capital markets even more expensive and compounding the debt problem. Additional economic disruptions in such jurisdictions could lead to increased volatility in equity and other markets and a sovereign default could lead to substantial losses in value in these markets, potentially compounded by currency and foreign exchange conversion restrictions. In the event that such disruption leads to the exit of one or more countries from the Euro there may be additional difficulties in analyzing, valuing and/or realizing holdings in such jurisdiction as a result of the change in reference currency. Such events could lead to a material, if not complete, loss of the Master Fund's investment in that jurisdiction. European sovereign debt risk and pressure on bond and currency markets have been a drag on financial markets and are a risk to recovery in those markets.

Sovereignty of Foreign Jurisdictions

The jurisdictions in which the Master Fund intends to invest are sovereign states and accordingly it may be difficult to obtain or enforce judgments against them. While certain Latin American countries have irrevocably submitted to the jurisdiction of U.S. state or federal court and/or the courts of England and the courts of their respective countries, it may be difficult for the Fund to obtain or enforce judgments of any such courts or elsewhere against any sovereign state. Additionally, while certain Latin American countries have irrevocably waived any immunity from jurisdiction, attachment prior to judgment, execution of a judgment or any other legal process or judicial remedy of any of the courts mentioned above, there may be important exceptions to any such waiver. For instance, in Argentina, Venezuela and several other Latin American countries, assets that constitute freely available reserves pursuant to local law and property of these countries that provides an essential public service are exceptions. In addition, countries may plead sovereign immunity under the United States Foreign Sovereign Immunities Act of 1976 in actions brought against them under United States federal securities laws or any state securities laws, and their submission to jurisdiction and appointment of domestic banks, as their authorised agent for service of process and waiver of immunity do not include these actions.

Tax Considerations

Where the Master Fund invests in securities that are not subject to withholding tax at the time of acquisition, there can be no assurance that tax may not be withheld in the future as a result of any change in applicable laws, treaties, rules or regulations or the interpretation thereof. The Master Fund will generally not be able to recover such withheld tax and so any such change would have an adverse effect on the Net Asset Value of the Shares. Where the Master Fund sells securities short that are subject to withholding tax at the time of sale, the price obtained will generally reflect the withholding

tax liability of the purchaser. In the event that in the future such securities cease to be subject to withholding tax, the benefit thereof will accrue to the purchaser and not to the Master Fund.

Where the Master Fund chooses or is required to pay taxation liabilities and/or account for reserves in respect of taxes that are or may be payable in respect of current or prior periods by the Fund or the Master Fund (whether in accordance with current or future accounting standards), this would have an adverse effect on the Net Asset Value of the Shares. This could cause benefits or detriments to certain Shareholders, depending on the timing of their entry to and exit from the Fund.

Tax Considerations: Non-U.S. Taxation

With respect to certain countries, there is a possibility of expropriation, confiscatory taxation, imposition of withholding or other taxes on dividends, interest, capital gains or other income, limitations on the removal of funds or other assets of the Master Fund, political or social instability or diplomatic developments that could affect investments in those countries. An issuer of securities may be domiciled in a country other than the country in whose currency the instrument is denominated. The values and relative yields of investments in the securities markets of different countries, and their associated risks, are expected to change independently of each other.

Trading Error and Trading Execution Risks

Trading errors and order errors, which may be due to a mistake of fact, processing error or other similar reason, are an intrinsic factor in any complex investment process, and will occur, notwithstanding the execution of due care and special procedures designed to prevent such errors. If trading errors and/or order errors do occur, they will be for the account of the Fund or the Master Fund, unless they are the result of conduct inconsistent with the standard of care set forth in the AIFM Agreement. The AIFM Agreement provides that, except in the case of negligence, fraud or wilful default, losses (including indirect losses, loss of opportunity and consequential loss) arising from unintended errors in the communication or administration of trading instructions shall be for the account of the Fund or the Master Fund on the basis that profits arising from such errors will also be for the account of the Fund or the Master Fund. The AIFM will not be responsible for the errors of other persons, including the Prime Broker and Custodian. In the event of a trading error or an order error, it shall be a matter of the AIFM's discretion as a free-standing investment judgment whether or not to retain the relevant position.

Transaction Costs

The Master Fund's investment approach may involve a high level of trading and turnover of the Master Fund's investments which may generate substantial transaction costs which are borne by the Master Fund.

Undervalued/Overvalued Securities

One of the key objectives of the Master Fund is to identify and invest in undervalued and overvalued securities ("***misvalued securities***"). The identification of investment opportunities in misvalued securities is a difficult task, and there can be no assurance that such opportunities will be successfully recognised. While purchases of undervalued securities and short sales of overvalued securities offer opportunities for above-average capital appreciation, these investments involve a high degree of financial risk and can result in substantial losses. Returns generated from the Master Fund's investments may not adequately compensate for the business and financial risks assumed.

The Master Fund may make certain speculative investments in securities which the AIFM believes to be misvalued; however, there can be no assurance that the securities purchased and sold will in fact be misvalued. In addition, the Master Fund may be required to maintain positions in such securities for a substantial period of time before realising their anticipated value. During this period, a portion of the Master Fund's capital may be committed to the securities, thus possibly preventing the Master Fund

from investing in other opportunities. In addition, the Master Fund may finance any such purchases with borrowed funds and thus will have to pay interest on such funds during such waiting period.

U.S. Tax—Exempt Shareholders

Certain prospective investors may be subject to U.S. federal and state laws, rules and regulations which may regulate their participation in the Fund, or their engaging directly, or indirectly through an investment in the Fund, in investment strategies of the types which the Master Fund may utilise from time to time. Each type of U.S. Tax-Exempt Investor (as defined below) may be subject to different laws, rules and regulations and should consult with their own advisors as to the advisability and tax consequences of an investment in the Fund. Investment in the Fund by U.S. Tax-Exempt Investors requires special consideration. Trustees or administrators of such investors are urged carefully to review the matters discussed in this Prospectus and the relevant application form.

U.S. Federal Income Tax Related Risks

- *Uncertainty and Complexity of Tax Treatment*. The U.S. federal income tax aspects of an investment in an exempted company are complicated and complex and, in many cases, uncertain. Statutory provisions and administrative regulations have been interpreted inconsistently by the courts. Additionally, some statutory provisions remain to be interpreted by administrative regulations. Investors will thus be subject to the risk caused by the uncertainty of the tax consequences with respect to an investment in the Fund. Each prospective investor should have the tax aspects of an investment in the Fund reviewed by professional advisors familiar with such investor's personal tax situation and with the tax laws and regulations applicable to the investor and private investment vehicles.

- *Risk of Adverse Determination.* There can be no assurance that the conclusions set forth in this Prospectus will not be challenged successfully by the U.S. Internal Revenue Service (the "***IRS***") or significantly modified by new legislation, changes in the IRS' positions or court decisions. The Fund has not applied for, nor does it expect to apply for, any advance rulings from the IRS with respect to any of the U.S. federal income tax consequences described in this Prospectus. No representation or warranty of any kind is made by the Fund with respect to the U.S. federal income tax consequences relating to an investment in the Fund. The Fund may take positions with respect to certain tax issues which depend on legal conclusions not yet resolved by the courts. Should any such positions be successfully challenged by the IRS or other applicable taxing authority, there could be a materially adverse effect on the Fund.

- *Risk of Audit.* An audit of the Fund by the IRS or another taxing authority could result in adjustments to the tax consequences initially reported by the Fund, which examination could affect the after-tax returns of an investor's investment in the Fund. If such audit adjustments result in an increase in the Fund's U.S. federal income tax liability for any year, the Fund may also be liable for interest and penalties with respect to the amount of underpayment. The legal and accounting costs incurred in connection with any audit of the Fund's tax returns will be borne by the Fund.

- *Tax Changes.* Investors will be subject to the risk that changes to the tax law may adversely affect the U.S. federal income tax consequences of their investment in the Fund. Changes in existing tax laws or regulations and their interpretation may be enacted after the date of this Prospectus, possibly with retroactive effect, and could alter the income tax consequences of an investment in the Fund. Certain provisions of the Code may be further amended or interpreted in a manner adverse

to the Fund, in which event any benefits derived from an investment in the Fund may be adversely affected. In addition, significant legislative and budgetary proposals affecting tax laws have been made by the legislative and executive branches of the U.S. federal government. The likelihood of enactment of any such proposals, or any similar proposals, into law is uncertain. The enactment of any such proposals, including subsequent proposals, into law could have material adverse effects on the Fund or the investors. Enactment of such legislation, or similar legislation, could require significant restructuring of the Fund to mitigate such effects.

- *Recently Enacted Tax Reform Legislation.* Recently enacted U.S. tax reform legislation makes significant changes to the rules potentially applicable to the Fund and/or its investors. Certain of these new rules are complex and, pending guidance that may be forthcoming, the impact on the Fund and its Shareholders may be unclear. Prospective investors should consult their own tax advisors regarding potential changes in any tax laws, potentially with retroactive effect.

Valuations

The Net Asset Value of the Master Fund is calculated by the Sub-Administrator based, to the extent possible, on prices obtained from independent third-party sources including exchanges. In certain circumstances, the AIFM may provide valuations. Investors should note that there is a risk that a Shareholder which redeems its Shares while the Master Fund holds particular assets may be paid an amount less or more than it would otherwise be paid if the actual value of such assets is higher or lower than the value provided to the Sub-Administrator. In addition, there is a risk that a subscription for Shares could dilute the underlying value of such assets for the other Shareholders if the actual value of such assets is higher than the value provided to the Sub-Administrator. There is also a risk that greater Management and Performance Fees may be paid by the Fund in respect of certain assets or liabilities than would have been paid if the actual value of such assets or liabilities is lower or higher than the value determined for the purposes of calculating those fees.

The Fund's and the Master Fund's financial statements will be prepared in accordance with U.S. GAAP. For the purposes of calculating the Net Asset Value and Net Asset Value per Share, the valuation principles set out under the heading 'Net Asset Value' above, will be used. Investors should note that U.S. GAAP and such principles may differ in certain respects and, therefore, the monthly Net Asset Value and Net Asset Value per Share may differ from the corresponding values in the financial statements.

TAXATION

The following is a general summary of certain of the anticipated tax considerations relevant to particular types of investors arising from the purchase, ownership and disposal of Shares. Prospective investors should consult their own tax advisors to determine the application and effect of tax laws with respect to their own particular circumstances. This summary is based on laws and regulations currently in effect, which may change and/or be subject to differing interpretations (possibly on a retroactive basis).

In view of the number of different jurisdictions where local laws may apply to Shareholders, the summary below does not address all anticipated local tax consequences to potential investors of the purchase, ownership and disposal of Shares. Prospective investors should consult their own tax advisors in determining the possible tax, exchange control or other consequences to them under the laws of the jurisdictions of which they are citizens, residents or domiciliaries and/or in which they conduct business. There is no assurance that the relevant tax authorities will agree with the statements described herein.

Cayman Islands

The government of the Cayman Islands will not, under existing legislation, impose any income, corporate or capital gains tax, estate duty, inheritance tax, gift tax or withholding tax upon the Fund, the Master Fund or the Shareholders.

Each of the Fund and the Master Fund has been incorporated in the Cayman Islands as an exempted limited company and, as such, has obtained an undertaking from the Financial Secretary of the Cayman Islands to the effect that, for a period of 20 years from the date of the undertaking (being 23 April 2019), no law which is enacted in the Cayman Islands imposing any tax to be levied on profits, income, gains or appreciations shall apply to the Fund or the Master Fund, or its operations, and, in addition, that no tax in the nature of estate duty or inheritance tax shall be payable on or in respect of the Shares, debentures or other obligations of the Fund or the Master Fund, or by way of the withholding in whole or in part of a payment of dividend or other distribution of income or capital by the Fund or the Master Fund to its members or a payment of principal or interest or other sums due under a debenture or other obligation of the Fund or the Master Fund. Accordingly, it is not envisaged that either the Fund or the Master Fund will be subject to any taxation in the Cayman Islands other than incidental registry fees, annual registration fees and stamp duties on certain instruments entered into by it.

An annual registration fee is payable by each of the Fund and the Master Fund in the Cayman Islands which is calculated by reference to the nominal amount of its authorised share capital; at current rates the fee is approximately US$854 per annum in respect of the Fund and the Master Fund. In addition, a mutual fund fee is payable by each of the Fund and the Master Fund on an annual basis. At current rates the fee is approximately US$4,270 for the Fund and approximately US$3,050 for the Master Fund.

Cayman Islands — Automatic Exchange of Financial Account Information

The Cayman Islands has signed an inter-governmental agreement to improve international tax compliance and the exchange of information with the United States (the "***U.S. IGA***"). The Cayman Islands has also signed, along with over 100 other countries, a multilateral competent authority agreement to implement the CRS.

Cayman Islands regulations have been issued to give effect to the U.S. IGA and the CRS (collectively, the "***AEOI Regulations***"). Pursuant to the AEOI Regulations, the Cayman Islands Tax Information Authority (the "***TIA***") has published guidance notes on the application of the U.S. IGA and the CRS.

All Cayman Islands "Financial Institutions" are required to comply with the registration, due diligence and reporting requirements of the AEOI Regulations, unless they are able to rely on an exemption that allows them to become a "Non-Reporting Financial Institution" (as defined in the relevant AEOI Regulations) with respect to one or more of the AEOI regimes, in which case only the registration requirement would apply under CRS. The Fund does not propose to rely on any reporting exemption and therefore intends to comply with all of the requirements of the AEOI Regulations.

The AEOI Regulations require the Fund to, amongst other things (i) register with the IRS to obtain a Global Intermediary Identification Number (in the context of the U.S. IGA only), (ii) register with the TIA, and thereby notify the TIA of its status as a "Reporting Financial Institution", (iii) adopt and implement written policies and procedures setting out how it will address its obligations under CRS, (iv) conduct due diligence on its accounts to identify whether any such accounts are considered "Reportable Accounts", and (v) report information on such Reportable Accounts to the TIA. The TIA will transmit the information reported to it to the overseas fiscal authority relevant to a reportable account (e.g. the IRS in the case of a U.S. Reportable Account) annually on an automatic basis.

For information on any potential withholding tax that may be levied against the Fund, see also the section below on "Taxation — United States".

By investing in the Fund and/or continuing to invest in the Fund, investors shall be deemed to acknowledge that further information may need to be provided to the Fund, the Fund's compliance with the AEOI Regulations may result in the disclosure of investor information, and investor information may be exchanged with overseas fiscal authorities. Where an investor fails to provide any requested information (regardless of the consequences), the Fund reserves the right to take any action and/or pursue all remedies at its disposal including, without limitation, compulsory redemption of the investor concerned and/or closure of the investor's account. In accordance with TIA issued guidance, the Fund is required to close an investor's account if a self-certification is not obtained within 90 days of account opening.

United Kingdom

The following paragraphs, which are intended as a general guide only, summarise advice received by the Directors as to the anticipated tax position of Shareholders who are subject to taxation in the U.K., who hold their Shares as an investment and not for the purposes of a trade, and who are the absolute beneficial owners of the Shares. The following paragraphs do not apply to special classes of Shareholder, such as financial traders or life insurance companies, to whom separate rules may apply. The information contained in this section is based on the current law and practice of HM Revenue & Customs ("HMRC") as at the date of this Prospectus, which may be subject to change, possibly with retrospective effect. The comments below do not constitute tax advice. If you are in any doubt as to your tax position, you should consult your own professional advisors. In particular, if you are incorporated, established, resident or domiciled in, or a citizen of, a country other than the U.K. you may be subject to the tax laws and requirements of those jurisdictions and you should seek your own professional advice in respect of your taxation position in those jurisdictions. Tax consequences may vary depending upon the particular status and circumstances of a prospective Shareholder.

The Fund and the Master Fund

As the Fund and the Master Fund are alternative investment funds for the purpose of the Alternative Investment Fund Managers Regulations 2013, neither the Fund or the Master Fund should be considered to be U.K. resident for U.K. tax purposes. Accordingly, and provided that the Fund and the Master Fund do not carry on a trade in the U.K. through a permanent establishment situated in the U.K. for corporation tax purposes, or through a branch or agency situated in the U.K. within the charge to income tax, neither the Fund nor the Master Fund will be subject to U.K. corporation tax or income tax on income and capital gains arising to them save as noted below in relation to possible withholding tax on certain U.K. source income. The Directors of the Fund, the Master Fund, the

AIFM each intend that the respective affairs of the Fund, the Master Fund, the AIFM will be conducted so that these requirements are met, insofar as this is within their respective control. However, it cannot be guaranteed that the necessary conditions will at all times be satisfied.

Certain interest and other amounts received by the Fund or the Master Fund which have a U.K. source may be subject to withholding or other taxes in the U.K.

Taxation of Shareholders in the Fund

Disposals of Shares

Shareholders who are resident in the U.K. for taxation purposes may be liable to U.K. income tax, capital gains tax or corporation tax (as applicable) on income and gains arising from the sale, redemption or other disposal of their Shares. The precise consequences of such treatment will depend upon the particular tax position of each Shareholder. Such gains may remain taxable notwithstanding any general or specific U.K. capital gains tax exemption or allowance available to an investor.

The Offshore Funds (Tax) Regulations 2009 as amended (the "***Offshore Regulations***") sets out the regime for the taxation of investments in offshore funds, as defined in Part 8 of the Taxation (International and Other Provisions) Act 2010 ("***TIOPA 2010***") through a "characteristics based" approach (this definition includes any offshore fund in which a reasonable investor would expect to be able to realise their investment entirely, or almost entirely, by reference to the net asset value of the fund). The regime operates by reference to whether a fund opts into a reporting regime ("***reporting funds***") or not ("***non-reporting funds***"). Where an offshore fund has more than one class of shares, each class of shares may be treated as a separate offshore fund for the purposes of the offshore fund rules, rather than the fund itself.

If an investor who is resident in the U.K. for taxation purposes holds an interest in an "offshore fund" that does not have "reporting fund" status throughout the period during which the investor holds that interest, any gain accruing to the investor upon the sale, redemption or other disposal of that interest (including a deemed disposal on death) may be taxed at the time of such sale, redemption or other disposal as income (an "***offshore income gain***") and not as a capital gain. The precise consequences of such treatment will depend upon the particular tax position of each U.K. Shareholder, but U.K. Shareholders who are natural persons should be aware that, in particular, they will not be able to utilise the capital gains tax annual exemption to reduce their liability to U.K. tax on any such gain. Investors in non-reporting funds would not be subject to tax under the Offshore Regulations on income retained by the non-reporting fund. Investors in reporting funds, on the other hand, are subject to tax on their share of the reporting fund's income attributable to their holding in the fund, whether or not distributed, and any gains on disposal of their holding would generally be taxed as capital gains.

The Shares are expected to constitute interests in an offshore fund. Accordingly, the Directors consider that each Series or each Class of Shares may be viewed as a separate offshore fund for the purposes of the Offshore Regulations. As at the date of this Prospectus, the Fund does not have "reporting fund status" in respect of any Class of Shares, however an application for such status may in due course be made in respect of one or more Class of Shares.

Dividends

Subject to their personal circumstances, Shareholders resident in the U.K. for taxation purposes may be liable to income tax or corporation tax (as applicable) in respect of dividends or other income distributions of the Fund (including by operation of the Offshore Regulations) whether or not such distributions are reinvested in further Shares.

Natural person Shareholders that are resident in the U.K. receive an annual dividend allowance in the form of a 0 per cent tax rate on the first £2,000 of dividend income. The rates of income tax on dividends received above the annual dividend allowance are 7.5 per cent (for basic rate taxpayers),

32.5 per cent (for higher rate taxpayers) and 38.1 per cent (for additional rate taxpayers). Dividend income that is within the dividend allowance counts towards a natural person Shareholder's basic or higher rate limits Dividend income will be treated as the top slice of a natural person Shareholder's income.

The nature of the charge to tax in respect of such dividends or income distributions will depend on a number of factors, including the composition of the relevant assets of the Fund and the Master Fund. In particular, the attention of a U.K. taxpaying natural person is drawn to the provisions of Chapter 2 of Part 4 of the Income Tax (Trading and Other Income) Act 2005 under which certain distributions, which are economically similar to payments of interest, can be chargeable to tax as if they were interest. Broadly, if the Fund or the Master Fund has more than 60 per cent by market value of its investments invested in "qualifying investments" (see below) at any time during the "relevant period", then any distribution may be treated as interest for income tax purposes.

Although Shareholders who are within the charge to corporation tax would strictly be subject to corporation tax on dividends paid by the Fund (subject to special rules for such Shareholders that are small companies), generally such dividends should fall within an exempt class and should not be subject to corporation tax (provided certain conditions are met and anti-avoidance rules are satisfied, and subject to the Bond Fund Rules outlined below). However, each Shareholder's position will depend on its own individual circumstances and Shareholders within the charge to corporation tax should consult their own professional advisers. Should the distribution exemption not apply, the dividends will be subject to corporation tax at the rate of 19 per cent.

Transactions in Securities

The attention of Shareholders who are natural persons resident in the U.K. is drawn to the provisions of Sections 682 to 713 of the Income Tax Act 2007. These provisions are aimed at preventing the avoidance of income tax by natural persons who enter into transactions relating to securities (including a buyback or redemption of shares) as a result of which the person receives consideration in connection with a distribution by, or assets of, a close company (or a company that is not resident in the U.K., but which would be a close company if it were resident in the U.K.). Where it considers these rules ought to be applied, HMRC may issue a counteraction notice, the effect of which may be that a natural person within the scope of the rules becomes subject to income tax in respect of profits from transactions which would usually be subject to capital gains tax under general U.K. tax principles. The Directors do not expect that HMRC would seek to recharacterise any capital gains arising to Shareholders (if any) in respect of transactions entered into with the Fund as income, but there can be no guarantee as to how HMRC would regard such transactions.

Transfer of Assets Abroad

The attention of Shareholders who are natural persons resident in the U.K. is drawn to the provisions of Sections 714 to 751 of the Income Tax Act 2007. These provisions are aimed at preventing the avoidance of income tax by natural persons through transactions resulting in the transfer of assets and as a result of the transfer, and/or one or more associated operations, income becomes payable to persons (including companies) resident or domiciled abroad. These provisions may render such natural persons liable to taxation in respect of undistributed income and profits of the Fund. Broadly, a U.K. taxpaying natural person may have a defence to a claim by HMRC under these provisions where income becomes payable to a person abroad pursuant to a genuine commercial transaction and/or where the avoidance of U.K. tax is not the purpose or one of the purposes of the transaction. In addition, a U.K. taxpayer who is a natural person may also have an additional defence where all the relevant transactions are genuine, arm's length transactions and if that natural person were liable to tax, under the above provisions, in respect of such transactions such liability would constitute an unjustified and disproportionate restriction on a freedom protected by certain treaty provisions, including Title II or IV of Part Three of the Treaty on the Functioning of the European Union.

Bond Fund Rules

Shareholders within the charge to U.K. corporation tax should note the rules for the taxation of corporate debt, specifically those contained in Part 6 of the Corporation Tax Act 2009. If the Fund or the Master Fund (each expected to be an offshore fund within the meaning of the relevant provisions of the Offshore Regulations and TIOPA 2010) has at any time more than 60 per cent by market value of its investments in debt securities, money placed at interest (other than cash awaiting investment), building society shares, contracts for differences whose underlying subject matter consists wholly of currency or in holdings in unit trusts or other offshore funds with, broadly, more than 60 per cent of their investments similarly invested (each a "***qualifying investment***"), such corporate Shareholders may be taxed on any increase (or obtain relief for any loss) on the market value of their interest at the end of each accounting period and at the date of disposal of their Shares as a loan relationship credit or debit. The time at which the corporate Shareholder holds the Shares does not have to be at the same time as the Fund satisfies the 60 per cent test, provided that the test is satisfied at some time during the corporate Shareholder's accounting period.

Special rules apply to the taxation of such holdings for authorised unit trusts, open-ended investment companies, insurance companies and investment trusts. Investors of this type should seek their own specialist tax advice.

Controlled Foreign Companies

The attention of U.K. tax resident companies is drawn to the provisions concerning "controlled foreign companies" in Part 9A of TIOPA 2010. Part 9A subjects U.K. resident companies to tax on the profits (but not chargeable gains) of certain non-resident companies in which they have an interest, subject to a number of specific exceptions. The provisions, broadly, affect U.K. resident companies which have, alone or together with either other U.K. persons or certain other associated persons, control over a non-resident company to which profits have been diverted from the U.K. for the purposes of reducing a liability to U.K. tax. The legislation is not directed towards the taxation of capital gains.

Attribution of Capital Gains

Shareholders who are resident in the U.K. for taxation purposes (and who, if natural persons, are also domiciled in the U.K. for those purposes) should be aware of certain provisions of the Taxation of Chargeable Gains Act 1992 ("***TCGA 1992***"). Under these provisions, where a chargeable gain accrues to a company that is not resident in the U.K., but which would be a close company if it were resident in the U.K., a person may be treated as though a proportional part of that chargeable gain, calculated by reference to their interest in the company, has accrued to them. However, these provisions do not apply where such proportion does not exceed one quarter of the gain. A further exemption may apply to exclude gains on assets that are used for the purposes of economically significant activities outside the U.K. or where the avoidance of U.K. tax was not a main purpose of the acquisition, holding or disposal of the asset held by the non-U.K. company. In the case of U.K. resident natural persons domiciled outside the U.K., and subject to U.K. tax on the remittance basis, these provisions only apply to gains relating to U.K. situate assets of the company and gains relating to non-U.K. situate assets if such gains are remitted to the U.K.

Stamp Duty and Stamp Duty Reserve Tax

No U.K. stamp duty, or stamp duty reserve tax, should be payable on the issue of the Shares. U.K. stamp duty at the rate of 0.5 per cent of the value of the consideration for the transfer of any Shares (rounded up where necessary to the nearest £5.00) may be payable on any instrument of transfer of the Shares executed within, or in certain cases brought into, or which otherwise relates to any property situate or to any matter or thing done or to be done in the U.K.

Provided, as is the intention, that the Shares are not registered in any register of the Fund kept in the U.K. and are not paired with shares issued by a body corporate incorporated in the U.K., any agreement to transfer the Shares should not be subject to stamp duty reserve tax.

United States

The following is a general discussion of certain of the anticipated U.S. federal income tax considerations relevant to non-U.S. investors (as defined below) and certain U.S. tax-exempt investors arising from the purchase, ownership and disposition of Shares. Prospective investors should consult their own tax advisors to determine the application and effect of tax laws with respect to their own particular circumstances. This discussion is based on the Code, the U.S. Treasury Regulations promulgated under the Code (the "***Treasury Regulations***"), judicial decisions and rulings of the IRS, in force on the date of this Prospectus, all of which are subject to change, potentially with retroactive effect. No revenue ruling from the IRS or any similar state or local authority with respect to any of the tax issues affecting the Fund will be sought.

The Fund is currently intended primarily for certain U.S. tax exempt investors and non-U.S. investors. For the purposes of this discussion, the term "Non-U.S. Investor" means any person that is not a "U.S. person" for U.S. federal income tax purposes. A "***U.S. person***" for such purpose means (i) a citizen or resident of the United States, (ii) a partnership or corporation created or organised in the United States or under the laws of the United States or any state (other than a partnership that is not treated as a U.S. person under any applicable Treasury Regulations), (iii) an estate whose income is subject to U.S. federal income taxation, or (iv) a trust if a U.S. court is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust. In addition, to the extent provided in Treasury Regulations, certain trusts in existence on 20 August 1996, and treated as U.S. persons prior to such date, which elect to continue to be treated as U.S. persons will also be U.S. persons for these purposes.

The summary assumes that no U.S. taxable investors will invest in the Fund and, therefore, the following discussion does not address the U.S. federal income tax consequences of an investment by a U.S. taxable investor. Potential U.S. taxable investors should be aware that the Fund is expected to be treated as a "passive foreign investment company" within the meaning of Code Section 1297 for U.S. federal income tax purposes (a "***PFIC***") and does not intend to provide information to any U.S. person for purposes of such person qualifying to make an election to treat the Fund as a "qualifying electing fund" within the meaning of Code Section 1295 ("***QEF***") for such purposes. Potential U.S. taxable investors are urged to consult their own tax advisors in this regard.

This discussion does not address all tax consequences that may be applicable to investors, nor does it address, unless specifically indicated, address the tax consequences that may be applicable to, among others (i) persons that may be subject to special treatment under U.S. federal income tax law, including, but not limited to, banks, insurance companies, thrift institutions, regulated investment companies, real estate investment trusts and dealers in securities or currencies, (ii) persons that will hold Shares as part of a position in a "straddle" or as part of a "hedging," "conversion" or other integrated investment transaction for U.S. federal income tax purposes, (iii) persons whose functional currency is not the U.S. dollar or (iv) persons that do not hold Shares as capital assets within the meaning of Section 1221 of the Code.

If a partnership holds Shares of the Fund, the tax treatment of a partner in such partnership will generally depend upon the status of the partner and the activities of the partnership. Prospective investors who are partners of a partnership should consult their own tax advisors.

Unless the context indicates otherwise, references to the Fund include references to the activities and tax items of the Master Fund.

EACH PROSPECTIVE INVESTOR IS URGED TO CONSULT ITS OWN TAX ADVISOR WITH RESPECT TO THE U.S. FEDERAL, STATE, LOCAL AND NON-U.S. TAX CONSEQUENCES

OF THE PURCHASE AND OWNERSHIP OF SHARES, INCLUDING BUT NOT LIMITED TO, ANY POTENTIAL FILING REQUIREMENTS.

Income Taxation of the Fund

The Fund intends to be treated as a corporation for U.S. federal income tax purposes. As a single member entity, the Master Fund intends to file an entity classification election to be treated as a disregarded entity for U.S. federal income tax purposes. In addition, the AIFM may decide to establish a second member of the Master Fund, which will result in the Master Fund being treated as a partnership for U.S. federal income tax purposes to the extent the second member is recognised as such for such purposes. If the second member receives its interest in exchange for a cash contribution to the Master Fund at such time, the transaction will be treated as if the second member contributed cash and the Fund contributed assets to a partnership. The following discussion assumes that for U.S. federal income tax purposes the Fund will be treated as a corporation and the Master Fund will be treated as a disregarded entity for U.S. federal income tax purposes.

Because the Fund is organised under the laws of the Cayman Islands, it will be considered a non-U.S. corporation for purposes of the U.S. tax laws. As such, the U.S. federal income tax treatment of the Fund will vary depending upon whether the Fund derives income or gains that are effectively connected with the conduct of a trade or business in the United States or whether the Fund earns dividend, interest or other investment income from U.S. sources. Section 864(b)(2) of the Code provides a safe harbor (the "***Safe Harbor***") applicable to a non-U.S. corporation (other than a dealer in securities) that engages in the U.S. in trading securities (including contracts or options to buy or sell securities) for its own account, pursuant to which such non-U.S. corporation will be deemed not to be engaged in a U.S. trade or business. The Safe Harbor also provides that a non-U.S. corporation (other than a dealer in commodities) that engages in the U.S. in trading commodities for its own account is not deemed to be engaged in a U.S. trade or business if "the commodities are of a kind customarily dealt in on an organised commodity exchange and if the transaction is of a kind customarily consummated at such place." Pursuant to proposed regulations, a non-U.S. taxpayer (other than a dealer in stocks, securities or derivatives) that effects transactions in the United States in derivatives (including (i) derivatives based upon stocks, securities, and certain commodities and currencies, and (ii) certain notional principal contracts based upon an interest rate, equity, or certain commodities and currencies) for its own account is not deemed to be engaged in a U.S. trade or business. Although the proposed regulations are not final, the IRS has indicated in the preamble to the proposed regulations that for periods prior to the effective date of the proposed regulations, taxpayers may take any reasonable position with respect to the application of Section 864(b)(2) of the Code to derivatives, and that a position consistent with the proposed regulations will be considered a reasonable position.

Based on the planned activities of the Fund, as set out in this Prospectus, the Fund believes that it should not be treated as engaged in the conduct of a U.S. trade or business (although no assurances can be given in this regard). Except in the limited circumstances discussed below, the Fund does not expect to be subject to U.S. federal income tax on a net income basis on any of its investments or trading profits. However, if certain activities of the Fund are determined not to be of the type described in the Safe Harbor, the Fund's activities may constitute a U.S. trade or business, in which case the Fund would be subject to U.S. federal income tax (currently imposed at a maximum rate of 21 per cent) on a net basis and additional 30 per cent U.S. "branch profits" tax on the income and gain from those activities, and the Fund would be required to file U.S. federal (and potentially, state and local) income tax returns in connection with such trade or business. The Master Fund would also be required to withhold and pay over to the IRS an amount equal to 21 per cent of the Fund's share of such income or profits. Any amounts so withheld would generally be creditable (subject to certain limitations) against the Fund's ultimate U.S. federal income tax liability. In addition, it is possible that the Fund could be subject to taxation on a net basis by state or local jurisdictions within the U.S. Any such taxation could adversely affect the Fund's ability to make payments in respect of the Shares.

Even if the Fund's securities trading activity does not constitute a U.S. trade or business, gains realised from the sale or disposition of stock or securities (other than debt instruments with no equity component) of U.S. Real Property Holding Corporations (as defined in Section 897 of the Code) ("***USRPHCs***"), will generally be subject to U.S. federal income tax on a net basis. However, a principal exception to this rule of taxation may apply if such USRPHC has a class of stock which is regularly traded on an established securities market and the Fund generally did not hold (and was not deemed to hold under certain attribution rules) more than 5 per cent of the value of a regularly traded class of stock or securities of such USRPHC (10 per cent in the case of a real estate investment trust) at any time during the five year period ending on the date of disposition. Moreover, the Fund could be deemed to be engaged in the conduct of a U.S. trade or business as a result of owning a limited partnership interest in an entity treated as a partnership for U.S. federal income tax purposes (or a similar ownership interest), if such partnership were so engaged income and gain realised from that investment would be subject to U.S. income tax on net basis (and potentially to branch profits tax).

The Fund may receive dividends, interest or other investment income from U.S. sources. Unless a statutory exemption applies, such as the exemption for portfolio interest (as discussed further below), income from an investment in U.S. stocks, interest on corporate and government obligations and other U.S. investments, if any, is generally subject to a 30 per cent U.S. withholding tax.

Dividends received by the Fund from U.S. sources will be subjected to U.S. withholding tax at a 30 per cent rate. U.S. source interest on corporate obligations derived by the Fund generally will be exempt from U.S. federal income and withholding tax under the exemption for "portfolio interest" if the Fund owns (directly and under certain constructive ownership rules) less than 10 per cent of the total combined voting power of the corporation paying the interest, or, with respect to certain obligations issued after April 7, 1993, to the extent the interest is not determined by reference to certain economic attributes of the corporation (or a person related thereto). Interest derived by the Fund on U.S. bank deposits, certificates of deposit and certain obligations with maturities of 183 days or less (from original issuance) also will be exempt from U.S. withholding tax. Interest (including original issue discount) derived by the Fund from U.S. sources not qualifying as "portfolio interest" or not otherwise exempt under U.S. tax law will be subject to such U.S. withholding tax. In addition, income from certain swaps directly or indirectly over dividend paying stock is subject to U.S. withholding tax.

Taxation of Non-U.S. Investors

For U.S. federal income tax purposes, a non-U.S. investor will not be subject to U.S. federal income taxation on amounts paid by the Fund in respect of the Shares or gains recognised on the sale, exchange or redemption of Shares, provided that such income and gains are not considered to be effectively connected with the conduct of a trade or business by the Shareholder in the United States. In limited circumstances, a non-U.S. resident Shareholder who is a natural person and who is present in the United States for 183 days or more during a taxable year may be subject to U.S. income tax at a flat rate of 30 per cent on gains realised on a disposition of Shares in such year. Shareholders who are natural persons and who at the time of their death are not citizens, former citizens or residents of the United States should not be subject, by reason of the ownership of Shares, to any U.S. federal gift or estate taxes.

Special rules may apply in the case of non-U.S. persons that (i) conduct a trade or business in the United States or that have an office or fixed place of business in the United States, (ii) have a "tax home" in the United States, (iii) are former citizens or long-term residents of the United States or (iv) are "controlled foreign corporations" ("***CFCs***") or "passive foreign investment companies" ("***PFICs***") for U.S. federal income tax purposes, non-U.S. insurance companies that hold Shares in connection with their U.S. business, or corporations that accumulate earnings to avoid U.S. federal income tax. Such persons are urged to consult their own U.S. tax advisors before investing in the Fund.

In the case of Shares held in the United States by a custodian or nominee for a non-U.S. person, U.S. "backup" withholding taxes may apply to distributions in respect of Shares held by such Shareholder or a redemption of such Shares unless such Shareholder properly certifies as to its non-U.S. status or otherwise establishes an exemption from "backup" withholding. Backup withholding is not an additional tax. Rather, the U.S. federal income tax liability of non-U.S. persons subject to backup withholding will be reduced by the amount of tax withheld. If backup withholding results in an overpayment of U.S. federal income taxes, a refund may be obtained, provided the required documents are timely filed with the IRS.

Taxation of U.S. Tax-Exempt Investors

To the extent that Shares are held by U.S. persons that are pension and profit sharing trusts or other organisations that are exempt from U.S. federal income tax under Section 501(a) of the Code (a "***U.S. Tax-Exempt Investor***"), the income recognised by such investors is generally exempted from U.S. federal income taxation except to the extent of any "unrelated business taxable income" ("***UBTI***") as defined in Section 512 of the Code. UBTI is generally the excess of gross income from any unrelated trade or business conducted by a U.S. tax exempt entity over the deductions attributable to such trade or business, with certain modifications. These modifications provide that UBTI generally does not include interest, dividends, or gains from the sale of securities not held as either inventory or primarily for sale to customers in the ordinary course of business, except to the extent that any such item of income is deemed to constitute "unrelated debt-financed income" within the meaning of Section 514 of the Code and the Treasury Regulations promulgated thereunder, and certain other requirements are met. Income that a U.S. Tax-Exempt Investor derives from an investment in Shares generally should not give rise to UBTI except to the extent that such U.S. Tax-Exempt Investor's acquisition of Shares is financed with acquisition indebtedness within the meaning of Section 514 of the Code. U.S. Tax-Exempt Investors that are sensitive to UBTI are urged to consult their advisers concerning the comprehensive tax treatment of an investment in the Fund.

The Fund is expected to be treated as a PFIC for U.S. federal income tax purposes. Under Treasury Regulations, a U.S. Tax-Exempt Investor is generally not considered to be a shareholder in a PFIC. Therefore, the U.S. Tax-Exempt investor would generally not be subject to the PFIC rules, except to the extent that a "dividend" paid by such PFIC would be taxable under Subchapter F of the Code. Hence, a U.S. Tax-Exempt Investor would be subject to tax under the PFIC regime in respect of an excess distribution from, or any gain realised on the sale of the shares of a PFIC in only limited circumstances. Additionally, these Treasury Regulations provide that a U.S. Tax-Exempt Investor that is not taxable under the PFIC rules may not make a QEF election under Section 1295 of the Code, and the Fund will not provide the information necessary to enable any such U.S. Tax-Exempt Investor to make such an election. Moreover, different rules may apply to certain types of tax-exempt entities, such as charitable remainder trusts.

The Fund may be classified as a CFC for U.S. federal income tax purposes if U.S. persons who own (actually or constructively) 10 per cent or more of either voting interest or the value of the Fund hold 50 per cent or more of the vote or value of the Fund, as determined under the Code. While a U.S. Tax-Exempt Investor's share of the Fund's "subpart F income" is generally not expected to be treated as UBTI (provided that such investor has not debt-financed its investments in the Fund) except in the case of certain insurance-related and reinsurance-related income, the treatment of global intangible low taxed income in respect of U.S. Tax-Exempt Investors is not yet certain. In addition, if the Fund is classified as a CFC, U.S. Tax-Exempt Investors may be subject to special information reporting requirements.

Prospective U.S. Tax-Exempt Investors are urged to consult their own tax advisors regarding the tax consequences of the purchase, ownership and disposition of the Shares, including with respect to potential filing requirements.

Reporting Requirements

A U.S. person (including in certain circumstances a U.S. Tax-Exempt Investor) that transfers property (including cash) to the Fund in exchange for Shares generally will be required to file a Form 926 or a similar form with the IRS. In the event a U.S. Shareholder fails to file any required form, such holder could be subject to a penalty of up to 10 per cent of the value of the property transferred, subject to a $100,000 limit so long as the failure was not due to intentional disregard.

Any U.S. person within the meaning of the Code owning 10 per cent or more (taking certain attribution rules and IRS conventions into account) of either the total combined voting power or total value of all classes of the shares, or whose ownership interest changes by a statutorily specified amount, of a non-U.S. corporation such as the Fund may be required to file an information return with the IRS containing certain disclosure concerning the filing Shareholder, other U.S. Shareholders, and the corporation. The Fund has not committed to provide all of the information about the Fund, the Master Fund or its Shareholders necessary to complete such an information return. Prospective investors should consult their tax advisors about such information return filing requirements.

Certain U.S. persons are generally required to file FinCEN Form 114 with the IRS with respect to financial interests in foreign financial accounts held by such U.S. persons during the previous calendar year if the aggregate value of such accounts exceeds $10,000 at any time during the calendar year. Significant penalties may apply in respect of the failure to file FinCEN Form 114 in respect of foreign financial accounts. Thus, U.S. Tax-Exempt Shareholders should consult their tax advisors as to whether to file FinCEN Form 114 in respect of ownership of Shares of the Fund in their particular circumstances.

U.S. Investor Tax Filings and Record Retention

The U.S. Treasury Department has adopted regulations designed to assist the IRS in identifying abusive tax shelter transactions. In general, the regulations require U.S. taxpayers who are investors in specified transactions (including certain shareholders in foreign corporations and partners in partnerships that engage in such transactions) to satisfy certain special tax filing and record retention requirements. Significant monetary penalties (in addition to penalties that generally may be applicable as a result of a failure to comply with applicable Treasury Regulations) may be imposed for failure to comply with these tax filing and record retention rules.

The Treasury Regulations are broad in scope and it is conceivable that the Fund may enter into transactions that will subject the Fund and certain shareholders to the special tax filing and record retention rules.

Tax Considerations: FATCA

Sections 1471 through 1474 of the Code, known as the U.S. Foreign Account Tax Compliance Act (together with any regulations, rules and other guidance implementing such Code sections and any applicable intergovernmental agreement ("***IGA***") or information exchange agreement and related statutes, regulations, rules and other guidance thereunder, "***FATCA***") impose a withholding tax of 30% on (i) certain U.S. source interest, dividends and other types of income, and (ii) the gross proceeds from the sale or disposition of certain assets of a type that can produce U.S. source interest and dividends, which are received by a foreign financial institution ("***FFI***"), unless such FFI enters into an agreement with the IRS, and/or complies with an applicable IGA, to obtain certain information as to the identity of the direct and indirect owners of accounts in such institution. In addition, a withholding tax may be imposed on payments to certain non-financial foreign entities that do not obtain and provide information as to their direct and indirect owners.

The IRS has released temporary and final Treasury Regulations and other guidance to implement FATCA, which contain a number of phase-in dates for FATCA compliance. In addition, the Cayman Islands has entered into the U.S. IGA, and has issued the Tax Information Authority (International

Tax Compliance) (United States of America) Regulations 2014, and guidance notes thereunder, each as updated from time to time.

The Fund and the Master Fund are each likely to be considered an FFI for FATCA purposes. In order to avoid incurring U.S. withholding under FATCA, the Fund and the Master Fund are generally required to register with the IRS and to comply with the U.S. IGA and any guidance thereunder. The Fund and the Master Fund have registered with the IRS and expect that they will be required to identify and report on certain direct and indirect U.S. owners in order to comply with the U.S. IGA. Therefore, the Fund and the Master Fund generally do not expect to become subject to U.S. withholding under FATCA. An investor may be required to provide to the Fund information which identifies its direct and indirect ownership. Any such information provided to the Fund may ultimately be shared with the Cayman TIA and transmitted to the IRS and, potentially, certain other authorities and withholding agents, as applicable.

By investing (or continuing to invest) in the Fund (and indirectly investing in the Master Fund), investors will be deemed to have acknowledged, and to have given their consent to, the following:

(i) the Fund (or its agent) may be required to disclose to the Cayman TIA and withholding agents certain information (which could otherwise be deemed to be confidential) in relation to the investor or its direct or indirect owners, including the investor's name, address, date of birth, tax identification number (if any), social security or national insurance number (if any) and certain additional information or documentation relating to the investor's investment or identity, and the investor may be required to provide any such information or documentation;

(ii) the Cayman TIA may be required to automatically exchange information with, among other authorities, the IRS, and to provide additional information to such authorities, and the Master Fund or the Fund (or its agent) may be required to disclose certain information (including information that could otherwise be deemed to be confidential) when registering with such authorities and in response to a request by any such authority for further information;

(iii) in the event an investor's failure to comply with any FATCA related reporting requirements gives rise to any withholding tax, the Fund reserves the right to ensure that any such withholding tax and any related cost, interest, penalties and other losses or liabilities suffered by the Fund, the Master Fund, the Directors, the Administrator or any other investor, or any agent, delegate, employee, director, officer or affiliate of any of the foregoing persons, arising from such investor's failure to provide information to the Fund, is economically borne by such investor;

(iv) in the event an investor does not provide the information and/or documentation necessary for the Fund's (or the Master Fund's) satisfaction of its FATCA related reporting requirements, whether or not that actually leads to compliance failures by the Fund, or a risk of the Fund (or the Master Fund's) or its investors being subject to U.S. withholding under FATCA, the Fund reserves the right to withhold under FATCA and to take any action and/or pursue all remedies at its disposal to mitigate the consequences of the investor's failure to comply with the requirements described above, including compulsory redemption or withdrawal of the investor concerned; and

(v) no investor affected by any such action or remedy shall have any claim against the Fund, the Master Fund, the Directors, the Administrator (or their agents, delegates, employees, directors, officers or affiliates) for any damages or

liability as a result of actions taken or remedies pursued by or on behalf of the Fund in order to comply with FATCA.

Investors should consult their tax advisors as to the withholding, filing and information reporting requirements that may be imposed on them in respect of their ownership of Shares of the Fund.

Other Taxation

Income and gains from investments held by the Master Fund may be subject to withholding taxes or other taxes in jurisdictions other than those described herein, subject to the possibility of reduction under applicable tax treaties (if any).

The receipt of dividends (if any) by Shareholders, the redemption, conversion or transfer of Shares and any distribution on a winding-up of the Fund or the Master Fund may result in a tax liability for the Shareholders according to the tax regime applicable in their various countries of incorporation, establishment, residence, citizenship or domicile. Shareholders incorporated, established, resident or domiciled in, or citizens of, certain countries which have anti-offshore fund legislation may have a current liability to tax on the undistributed income and gains of the Fund or the Master Fund. The Directors, the Fund, the Master Fund and each of their agents shall have no liability in respect of the individual tax affairs of Shareholders.

PROSPECTIVE INVESTORS SHOULD CONSULT LEGAL AND TAX ADVISORS IN THE COUNTRIES OF THEIR CITIZENSHIP, RESIDENCE AND DOMICILE TO DETERMINE THE POSSIBLE TAX OR OTHER CONSEQUENCES OF PURCHASING, HOLDING AND REDEEMING SHARES UNDER THE LAWS OF THEIR RESPECTIVE JURISDICTIONS.

United Kingdom Regulatory Matters

Since the Fund is not a recognised collective investment scheme under FSMA, investors in the Fund will not benefit from the rules and regulations made under FSMA for the protection of investors, nor from the Financial Services Compensation Scheme. However, in certain circumstances, investors may be entitled to refer a complaint against the AIFM to the U.K.'s Financial Ombudsman Service.

Securities Financing Transactions Disclosure

General description and rationale for the use of SFTs and TRSs

The Master Fund is authorised to and will enter into SFTs and TRSs in the course of its investment activities.

SFTs include a variety of secured transactions that have similar economic effects such as lending or borrowing securities and commodities, repurchase or reverse repurchase transactions and buy-sell back or sell-buy back transactions, including collateral and liquidity swaps. The Master Fund will borrow against the value of its assets or by transferring collateral to counterparties in order to finance its investment activities, such as by trading on margin or borrowing securities from the Prime Brokers and Custodians, banks or other financial counterparties for the purposes of effecting short-sales in respect of securities, employing leverage or for otherwise achieving its investment objective.

TRSs include a variety of transactions whereby one party to the transaction transfers the total economic performance (including income from interest and fees, gains and losses from price movements and credit losses) of a reference obligation, asset or index to the other counterparty, against the obligation to make fixed or floating payments. The Master Fund may enter TRSs with the Prime Broker and Custodian, banks or other financial counterparties which may take the form of swaps of any kind, including contracts for difference, portfolio swaps, index swaps, credit default

swaps and variance and volatility swaps, any kind of option, warrant, forward and future transaction and any other kind of derivative in accordance with its investment objective.

SFTs and TRSs may be entered into for the purpose of efficient portfolio management as well as for speculative purposes, including for hedging, gaining exposure to certain markets or instruments, or reducing portfolio expenses.

Overall data for each type of SFTs and TRS - The type of assets that may be subject to SFTs or TRSs

The type of assets that may be subject to SFTs or TRSs include, but are not limited to, sovereign debt, quasi-sovereign debt, municipal debt, corporate debt and equities.

Criteria used for the selection of counterparties to SFTs and TRSs

The criteria employed for the selection of counterparties to SFTs and TRSs with the Master Fund include:

(a) the level of supervision to which a counterparty is subject;

(b) the financial soundness of a counterparty, including whether the counterparty is subject to relevant prudential regulation such as capital requirements and effective supervision. The criteria to assess financial soundness may include a minimum credit rating assigned by a reputable credit rating agency;

(c) the organisational structure of a counterparty to provide the relevant services; and/or

(d) the existing amount of exposure the Master Fund has with that counterparty.

The AIFM has an approved list of reputable counterparties and the Master Fund will not use SFT or TRS with a counterparty that is not an approved counterparty.

Acceptable collateral

Collateral provided or received by the Master Fund may consist of such assets as is agreed with a counterparty from time to time and may include cash in any currency, cash equivalents, equity or debt securities and any other kind of security or instrument in which the Master Fund is permitted to invest.

Factors such as the type of securities that are being financed and market practice are taken into account when determining acceptable collateral received or provided, including the application of any haircuts.

Collateral valuation

Collateral received or provided by the Master Fund will be valued in accordance with the valuation policies set out herein, and will be subject to any agreement on the valuation of collateral with a counterparty, including the applicability of variation margin. Daily mark to market valuation and variation margin will be used to meet the required margin levels.

Risk management - Description of risks related to SFTs, TRSs and collateral management

SFTs and TRSs create several risks for the Master Fund, such as: (a) counterparty risk, if the counterparty to an SFT or TRS defaults on its obligation to return assets equivalent to the ones provided to it by the Master Fund; (b) liquidity risk, if the Master Fund is unable to liquidate collateral provided to it to cover a counterparty default; and (c) illiquidity in the portfolio, if the Master Fund is unable to liquidate assets. Upon the exercise of a right of reuse by a counterparty, the relevant assets will no longer belong to the Master Fund and the Master Fund will only have a contractual claim for

the return of equivalent assets. In the event of insolvency of a counterparty the Master Fund will rank as an unsecured creditor and may not recover its assets from a counterparty. More broadly, assets subject to a right of reuse by a counterparty may form part of a complex chain of transactions over which the Master Fund will not have any visibility or control.

This section does not aim to provide a comprehensive list of risks related to SFTs and TRSs and investors should refer to the section of this Prospectus headed "Risk Factors".

Safekeeping of assets

Assets received

Assets (including any collateral) received by the Master Fund under a title-transfer arrangement will be held by a Prime Broker and Custodian or a sub-custodian. Any such assets may also be re-invested by the Master Fund. Assets (including any collateral) received by the Master Fund other than under a title-transfer arrangement, will be held as agreed with the counterparty from to time to time, including at a third-party custodian or by the counterparty itself. The release of any collateral may be subject to such terms as may be agreed between the parties from time to time.

Assets provided

Assets (including any collateral) provided to a counterparty under a title-transfer arrangement shall no longer belong to the Master Fund. Assets (including any collateral) provided to a counterparty other than under a title-transfer arrangement shall be held by the relevant Prime Broker and Custodian or a sub-custodian (which may include the counterparty to the relevant SFT or TRS). Upon the exercise of a right of re-use by a counterparty (such as the Prime Broker and Custodian), such assets will not be safe-kept by the Prime Broker and Custodian or a sub-custodian and such counterparty may use the assets at its absolute discretion.

Specification of any restrictions on the reuse of collateral

There are generally no restrictions on the re-use of collateral received or provided by the Master Fund to or from a counterparty in connection with an SFT and TRS. In the case of assets held at the Prime Broker and Custodian, the Prime Broker and Custodian's right of reuse is limited, as described in the section of this Prospectus headed "Prime Brokers and Custodians".

Policy on sharing of returns generated by SFTs and TRSs

Investment returns generated by the Master Fund in connection with an SFT or TRS shall be for the account of the Master Fund. Any costs or fees incurred in connection with an SFT or TRS for the Master Fund, including any costs or fees incurred or charged by any third-party in connection with such SFT or TRS shall be borne entirely by the Master Fund. Any returns generated by a counterparty in connection with an SFT or TRS with the Master Fund shall be for the account of such counterparty.

Counterparties or other persons (including the AIFM and any of its affiliates) connected to SFTs or TRSs entered into by the Master Fund may be related parties. Please refer to the section "Conflicts of Interest" of this Prospectus for a summary of conflicts of interest.

GENERAL AND STATUTORY INFORMATION

The information in this section includes a summary of some of the provisions of the Memorandum and Articles of Association of the Fund and material contracts described below and is provided subject to the general provisions of each of such documents.

1. The Fund

The Fund was incorporated in the Cayman Islands on 17 April 2019 for an unlimited duration as an exempted company with limited liability under the provisions of the Companies Law (Revised) of the Cayman Islands. Its constitution is defined in its Memorandum and Articles of Association. The Fund's objects, as set out in Clause 3 of its Memorandum of Association, are unrestricted and include the carrying on of the business of an investment company.

The Fund's registered as a regulated mutual fund under Section 4(3) of the Cayman Islands Mutual Funds Law and complies with the provisions of that law. The fact that it has been registered should not, however, be taken to imply that the Cayman Islands Government accepts any responsibility for overseeing or regulating its investment activities.

2. Share capital

The Fund has an authorised share capital of US$50,000 divided into 10 Founder Shares of US$1.00 par value each and 49,990,000 ordinary shares of US$0.001 par value each, which have been or will be issued as Shares.

The Founder Shares are held by the Procurement Agent.

The Articles provide that unissued Shares are at the disposal of the Directors who may allot, issue, grant options or warrants over or otherwise dispose of such Shares in separate Classes or Series with different terms, preferences, privileges or special rights, including, without limitation, with respect to investment strategy and/or policy, participation in assets, profits and losses of the Fund, voting, fees charged, redemption privileges and allocation of costs and expenses as the Directors may, in their absolute discretion, determine

Prospective investors should note that there are no provisions under the laws of the Cayman Islands or under the Articles conferring pre-emption rights on the holders of ordinary shares of the Fund or Founder Shares.

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

3. Rights of the Founder Shares

The Founder Shares carry no right to dividends and on a winding up rank only for the return of the capital paid up thereon after the return of the capital paid up on the Shares. The Founder Shares are not redeemable.

The holders of the Founder Shares have the exclusive right to vote (to the exclusion of the holders of the Shares) in respect of (i) any alteration or amendment of the authorised share capital of the Fund, (ii) any change in the name of the Fund and (iii) any amendment to the Articles affecting the foregoing matters or to conform them to the terms of the Memorandum issued in respect of the first issue of Shares.

In addition, the holders of the Founder Shares have the right (to the exclusion of the holders of the Shares and Management Shares):

(A) to create one or more additional classes of shares of such number, par value and denomination, whether by means of conversion or by way of cancellation or otherwise of all or any of the authorised but unissued Shares and the creation of fresh authorised shares or otherwise, and carrying such rights, as the holders of the Founder Shares may determine; and

(B) to amend the Memorandum and Articles of Association to provide for the creation of one or more additional classes of shares pursuant to paragraph (A) above and all matters incidental thereto as the holders of the Founder Shares may determine, provided that no such amendments may adversely affect the rights attaching to the Shares in issue on the date they are made.

Subject to the foregoing, the holders of Founder Shares are not entitled to any votes in respect of the Founder Shares held by them except during any period when there are no ordinary shares in issue, in which event each holder of Founder Shares is entitled, on a poll, to one vote for each such Founder Share held by him.

The holder(s) of the Founder Shares may, at any time, relinquish any of its/their rights and in that event such rights will vest in the holders of the ordinary shares.

4. Rights of the Shares and Management Shares

Except where voting rights attach exclusively to the Founder Shares, each Shareholder is entitled on a show of hands to one vote on any matter presented to a meeting of Shareholders and on a poll, the voting rights attributable to each share shall be calculated by reference to the Net Asset Value per Share, calculated as at the most recent Valuation Day, and not on the basis of one Share, one vote. On a winding-up, the Shares are entitled, in priority to the Founder Shares, to the return of the capital paid up thereon and the surplus assets of the Fund attributable to each Class of Shares will be distributed among the holders of Shares of that Class according to the number of such Shares held by each of them.

Management Shares rank *pari passu* with the Shares in all respects save that no fees are payable by the Fund to the Procurement Agent in respect of the assets attributable to the Management Shares. The Directors shall determine, in their sole discretion, a person's eligibility to subscribe for Management Shares.

5. Change in share capital

The Fund may increase or reduce its authorised share capital, divide all or any of its share capital into shares of smaller amount or combine all or any of its share capital into shares of larger amount.

The Articles provide that, subject to the Companies Law (Revised) of the Cayman Islands and the other provisions of the Articles, all or any of the rights or other terms of offer whether set out in this Prospectus, any application form or otherwise (including any representations, warranties or other disclosure relating to the offer or holding of Shares) (collectively referred to as "***Share Rights***") for the time being applicable to any Class or Series of Shares in issue (unless otherwise provided by the terms of issue of those Shares) may (whether or not the Fund is being wound up) be varied without the consent of the holders of the issued Shares of that Class or Series where such variation is considered by the Directors not to have a material adverse effect upon such holders' Share Rights. Otherwise, any such variation may be made only with the prior consent in writing of the holders of not less than three-quarters by Net Asset Value of the issued Shares of such Class or Series, or with the sanction of a resolution passed by at least three-quarters of the votes cast in person or by proxy at a separate meeting of the holders of the Shares of such Class or Series and for such purposes the Directors may treat two or more Classes or Series of Shares as forming one Class or Series if they consider that all such Classes or Series would be affected in the same way by the proposals under consideration. For the avoidance of doubt, the Directors reserve the right, notwithstanding that any

such variation may not have a material adverse effect, to obtain consent from the holders of such Shares. Each subscriber for Shares will be required to agree that the terms of offer set out in the applicable application form and the rights attaching to the Shares can be varied in accordance with the provisions of the Articles. The rights attaching to the Shares shall be deemed not to be varied by the creation, allotment or issue of further Shares ranking *pari passu* with the Shares or ranking behind the Shares, the redemption or repurchase of any Shares, the passing of a Directors' resolution in respect of any modification of the fees payable to any service provider to the Fund.

6. Transfer of Shares

Subject to the restrictions set out in this section, under "Compulsory redemption" below and under "Subscriptions" above, Shares are transferable by written instrument of transfer signed by (or in the case of a transfer by a body corporate, signed on behalf of or sealed by) the transferor and containing the name and address of the transferor and the transferee and the number of Shares being transferred. The instrument of transfer shall be in such form as the Directors approve.

In the case of the death of any one of joint Shareholders, the survivor(s) will be the only person or persons recognised by the Fund as having any title to the interest of the deceased joint Shareholder in the Shares registered in the names of such joint Shareholders.

Shareholders wishing to transfer Shares must sign the transfer in the exact name or names in which the Shares are registered, indicate any special capacity in which they are signing and supply all other required details. The completed form of transfer, duly stamped if applicable, together with such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer, must be sent to the Sub-Administrator. The transfer shall take effect upon the registration of the transferee in the register of Shareholders. If the transferee is not already a Shareholder, he will be required to complete and submit an application form and provide any requested anti-money laundering documentation.

The Directors may decline to register a transfer of Shares without giving any reason therefor.

No transfer may be made which would result in either the transferor or the transferee remaining or being registered (as the case may be) as the holder of Shares valued at less than the Minimum Holding at the time of such intended transfer. Non-Restricted Shares may only be transferred to Non-Restricted Persons.

7. Suspension of Issues, Redemptions and Calculation of Net Asset Value

The Directors may postpone or suspend any one or more of: (a) the calculation of Net Asset Value and Net Asset Value per Share of any one or more Classes and/or Series (and/or the applicable Valuation Day); and/or (b) the issue of Shares of any one or more Classes and/or Series (and/or the applicable Subscription Day) and/or; (c) the redemption (in whole or in part) of Shares of any one or more Classes and/or Series (and/or the applicable Redemption Day); and/or (d) the payment of any redemption proceeds of Shares with respect to one or more Classes and/or Series (even if Valuation Days and Redemption Days are not postponed or suspended) during:

(a) any period when any stock exchange or over-the-counter market on which the Fund's investments are quoted, traded or dealt in is closed, other than for ordinary holidays and weekends, or during periods in which dealings are restricted or suspended;

(b) the existence of any state of affairs as a result of which, in the opinion of the Directors, disposal of the Fund's assets, or the determination of the Net Asset Value of the Fund, would not be reasonably practicable or is reasonably expected to be prejudicial to the non-redeeming Shareholders or the Fund as a whole;

(c) the existence of any state of affairs as a result of which disposal of a portion of the Fund's assets deemed significant by the Directors is restricted under applicable securities laws or regulations, or would result in a breach of material contractual obligations of the Fund to third parties;

(d) any breakdown in the means of communication normally employed in determining the price or value of the Fund's assets or liabilities, or of current prices in any financial market as aforesaid, or when for any other reason the prices or values of any assets or liabilities of the Fund cannot reasonably be promptly and accurately ascertained;

(e) any period in which redemptions would cause a breach or default under any covenant in any material agreement entered into by the Fund, including an agreement for borrowing or other financing agreement;

(f) any period when the transfer of funds involved in the realisation or acquisition of any investments cannot, in the opinion of the Directors, be effected at normal rates of exchange;

(g) the period in which the Fund is winding down its business; or

(h) any period in which any of the above circumstances applies to the Master Fund. Equivalent suspension provisions apply at the Master Fund level.

The Directors will provide written notice to each Shareholder and former Shareholders who have not received full redemption proceeds of a suspension of the calculation of Net Asset Value and/or redemption rights and/or payment of redemption proceeds. Upon the determination by the Directors that the condition giving rise to a suspension has ceased to exist and no other condition under which suspension is authorised exists, such suspension will be lifted and written notice will be sent to the Shareholders regarding the lifting of such suspension and the next date as of which Shareholders will be permitted to redeem all or a portion of their Shares.

Upon a suspension of the calculation of Net Asset Value or redemption rights, all applicable pending redemption requests subject to suspension will be automatically revoked, and no requests subsequently received will be valid until such time as the Directors permit Shareholders to submit redemption requests in anticipation of lifting the suspension.

In addition, the Directors and/or the Administrator, by written notice to any Shareholder, may suspend payment of redemption proceeds to such Shareholder if the Directors and/or the Administrator reasonably deems it necessary to do so to comply with anti-money laundering and combating the financing of terrorism laws and regulations applicable to the Shareholder, the Fund, the Master Fund, the Administrator or any of the Fund's other service providers.

All reasonable steps will be taken to bring any period of suspension to an end as soon as possible.

8. Compulsory redemption

Shareholders are required to notify the Sub-Administrator immediately if at any time they become U.S. Persons or hold Shares for the account or benefit of U.S. Persons or are otherwise Ineligible Applicants.

When the Directors become aware that a Shareholder (A) has become an Ineligible Applicant; (B) is holding Shares in breach of any law or regulation or otherwise in circumstances having or which may have adverse regulatory, tax, pecuniary or material administrative disadvantages for the Fund or its Shareholders including, but not limited to, a situation in which 25 per cent or more of the Shares of any Class are owned by Benefit Plan Investors, as defined under ERISA; or (C) has failed to provide any information or declaration required by the Directors within ten days of being requested to do so,

the Directors may either (i) direct such Shareholder to redeem or to transfer the relevant Shares to a person who is qualified or entitled to own or hold such Shares or (ii) redeem the relevant Shares.

Any person who becomes aware that he is holding Shares in contravention of any of the above provisions and who fails to transfer or redeem his Shares pursuant to the above provisions shall indemnify and hold harmless each of the Directors, the Fund, the Procurement Agent, the AIFM, Ayres, the Administrator and the Shareholders (each an "***Indemnified Party***") from any claims, demands, proceedings, liabilities, damages, losses, costs and expenses directly or indirectly suffered or incurred by such Indemnified Party arising out of or in connection with the failure of such person to comply with his obligations pursuant to any of the above provisions.

The Directors may compulsorily redeem Shares where during a period of six years no cheque in respect of any dividend on the Shares has been cashed and no acknowledgement has been received in respect of any confirmation of ownership of the Share sent to the Shareholder and provide for the redemption proceeds to be held in a separate interest-bearing account. The Articles also provide that any unclaimed dividends may be forfeited after six years and, on forfeiture, form part of the assets of the Fund.

9. Fair Treatment of Investors and Investor Rights

Shareholders will have the rights and obligations set out in the Articles, the Companies Law, this Prospectus and the application form.

None of the agreements appointing the AIFM, the Administrator, the Prime Brokers and Custodians, the Depositary Services Provider, the Auditor or legal counsel provide for any third party rights for Shareholders. Absent a direct contractual relationship between a Shareholder and a service provider, Shareholders generally have no direct rights against the relevant service provider and there are only very limited circumstances in which an investor may potentially bring a claim against a service provider.

The AIFM does not generally have a direct obligation to ensure fair treatment of investors by third parties. However, as a general matter, the Directors owe certain fiduciary duties to the Fund and the Master Fund, respectively, which require them, among other things, to act in good faith and in what they consider to be the best interests of the Fund and the Master Fund, respectively. In doing so, the Directors will act in a manner that seeks to ensure the fair treatment of investors.

Under the AIFMD, the AIFM must treat all investors fairly. The AIFM ensures the fair treatment of investors through its decision-making procedures and policies and seeks to (a) identify any preferential treatment, or the right thereto, afforded to investors and (b) ensure that any such preferential treatment does not result in an overall material disadvantage to other investors.

In addition, the AIFM monitors the terms of any side arrangements entered into with investors in relation to their investments in the Fund and/or the Master Fund to seek to ensure the fair treatment of investors. In so doing, the AIFM takes into consideration whether such side arrangements are in accordance with side arrangements previously entered into.

10. Side Letters

The Fund, the Master Fund, the Procurement Agent and/or the AIFM may in their absolute discretion agree with any existing or potential investor in the Fund, whether by means of a side letter or other agreement, to waive or modify the application of any of the terms described herein or in any document governing such investor's investment in the Fund or to grant to such investor additional rights and/or access to more information than is granted, or provided, to other investors (each and together, a "***Modification of Terms***"). Any Modification of Terms may be made in relation to (but is not limited to) the application or calculation of fees, redemption and payment rights, capacity in the Fund, access to greater transparency, investment restrictions, notification of certain events,

indemnification obligations and/or additional representations, warranties and covenants. Save as required by law, none of the Fund, the Master Fund, the Procurement Agent and the AIFM are obligated to disclose the existence or specific terms of any side letter or other agreement which gives rise to a Modification of Terms to any other investors. The ability of investors to obtain more favourable terms in this manner may disadvantage other investors who do not have a Modification of Terms. Whilst any Modification of Terms may be evidenced through the use of side letters or other agreements, the Fund also has the general discretion to agree any Modification of Terms as provided for in the Fund's governing documents, including through the creation of a separate Series or Class of Shares. Notwithstanding the foregoing, and to the extent required by the AIFM Directive, details relating to the types of such terms and types of investors will be made available via online portal or email, or such other means as is determined by the AIFM and notified to Shareholders or prospective investors as the case may be. Such information will be updated periodically to the extent required by the AIFM Directive. Existing or potential investors entering into side letters or other agreements may comprise for example individuals, trusts, broker-dealers, insurance companies, registered investment companies (such as UCITS and/or mutual funds), private funds, non-profit organisations and charitable organisations, pension plans, banking or other financial institutions, state or municipal government entities and sovereign wealth funds.

11. Main Legal Implications of investment in the Fund

The main legal implications of the contractual relationship entered into for the purpose of investment in the Fund are in summary as follows:

(A) By submitting the relevant application form to the Sub-Administrator, the Shareholder makes an offer to subscribe for Shares which, once it is accepted by the Fund, has the effect of a binding contract. The terms of such contract are governed by the application form (read together with the Prospectus).

(B) Upon the issue of Shares, such Shareholder becomes a member of the Fund and the Articles of the Fund, take effect as a contract between the Shareholders and the Fund by operation of law.

(C) The Articles may only be amended by way of a special resolution in accordance with the Cayman Islands Companies Law (Revised).

(D) Subject to any separate contractual arrangements agreed to by a Shareholder with the Fund, a Shareholder's liability to the Fund will generally be limited to the amount, if any, unpaid on the Shares held by such Shareholder.

(E) The Articles are governed by, and construed in accordance with, the laws of the Cayman Islands. The application form of the Fund is expressed to be governed by, and construed in accordance with, the laws of the Cayman Islands.

(F) The rights and restrictions that apply to a Shareholder's Shares may be modified and/or additional terms agreed by way of side letters (subject to such terms being consistent with the Articles). As a matter of Cayman Islands law, such side letters may not contravene the terms of the Articles or Cayman Islands law generally.

(G) Although there is no statutory enforcement in the Cayman Islands of judgments obtained in a foreign jurisdiction (other than judgments rendered by an Australian superior court which may be enforced under the Cayman Islands Foreign Judgments Reciprocal Enforcement Law (Revised)), a judgment obtained in such jurisdiction will be recognised and enforced in the courts of the Cayman Islands at common law, without any re-examination of the merits of the underlying dispute, by an action commenced on the foreign judgment debt in the Grand Court of the Cayman Islands, provided such judgment satisfies certain criteria.

12. The Master Fund

The Master Fund was incorporated in the Cayman Islands on 17 April 2019 for an unlimited duration as an exempted company with limited liability under the provisions of the Companies Law (Revised) of the Cayman Islands.

The Master Fund is registered as a regulated mutual fund under Section 4(3) of the Cayman Islands Mutual Funds Law and complies with the provisions of that law. The fact that it has been registered should not, however, be taken to imply that the Cayman Islands Government accepts any responsibility for overseeing or regulating its investment activities.

13. Share capital of the Master Fund

The authorised share capital of the Master Fund is US$50,000 divided into 50,000,000 ordinary shares of par value US$0.001 each. The ordinary shares in the Master Fund carry similar rights and are subject to similar provisions as ordinary shares in the Fund. In addition, the exclusive right to vote in respect of certain matters which attaches to the Founder Shares is exercisable by the holders of ordinary shares in the Master Fund.

The Master Fund is not hereby offering any securities and accordingly this Prospectus is not to be regarded as having been authorised or issued by the Master Fund. The Master Fund does not have an offering document or equivalent document.

14. Investment Vehicles

The Master Fund may invest through Investment Vehicles from time to time.

15. Directors' interests

The interests of the Directors and their interests in companies associated with the management, administration, promotion and marketing of the Fund and the Shares are set out below:

No shareholding qualification for Directors is required under Cayman Islands law. The Directors or companies of which they are officers or employees, including the AIFM, may, however, subscribe for Shares in the Fund. Their applications for Shares will rank *pari passu* with all other applications.

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

16. Directors' remuneration

The Articles of the Fund and the Master Fund provide that the remuneration of the Directors shall be determined by a resolution of the Directors. Each of the Directors is entitled to a fee of US$7,000 per annum in respect of the Fund and US$10,000 per annum in respect of the Master Fund. The Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Fund or the Master Fund or in connection with the business of the Fund or the Master Fund.

17. Transactions with Directors

No person shall be disqualified from the office of Director or alternate Director or prevented by such office from contracting with the Fund, either as vendor, purchaser or otherwise, nor shall any such contract or any contract or transaction entered into by or on behalf of the Fund in which any Director or alternate Director shall be in any way interested be or be liable to be avoided, nor shall any

Director or alternate Director so contracting or being so interested be liable to account to the Fund for any profit realised by any such contract or transaction by reason of such Director holding office or of the fiduciary relationship thereby established, provided that the Director declares his interest or gives notice of his interest as soon as practicable after the Director obtains such interest. A Director (or such Director's alternate Director in such Director's absence) may be counted in the quorum and shall be at liberty to vote in respect of any contract or transaction in which such Director is materially interested provided that the nature of the interest of any Director or alternate Director in any such contract or transaction shall be declared by such Director prior to such Director's vote thereon.

A Director who has an interest in any particular business to be considered at a meeting of the Directors or Shareholders may be counted for the purpose of determining whether the meeting is duly constituted.

18. Retirement of Directors

There is no provision for the retirement of Directors on their attaining a certain age and the Articles do not provide for retirement of Directors by rotation.

19. Borrowing

The Directors are authorised under the Articles to exercise all powers of the Fund and the Master Fund, as the case may be, to borrow money. The Master Fund will utilise borrowings as part of, and consistent with, its investment policy.

20. Meetings

Meetings of the Shareholders may be held at the registered office of the Fund or such other place as the Directors may determine from time to time as required by law or when called for by the Directors. The Fund will send a notice to each Shareholder entitled to such notice so that it is received at least seven days in advance of any such meeting. If the proxy sent with the notice of meeting is not completed and returned prior to the meeting, and the Shareholder does not personally attend the meeting, such Shares will be voted in the discretion of the proxy and attorney-in-fact designated in the application form executed by each Shareholder.

At any meeting of the Shareholders, a resolution passed by a simple majority of the votes cast by Shareholders as, being entitled to do so, vote in person or by proxy generally is sufficient for the approval of any action unless such action is a matter requiring a special resolution, in which case a resolution passed by a two-thirds majority of the votes cast by Shareholders as, being entitled to do so, vote in person or by proxy shall be required, in each case as set forth in the Articles.

21. Indemnity

The Directors and other officers of the Fund are entitled to be indemnified by the Fund against all expenses (including legal fees), losses or liabilities which they sustain or incur in or about the execution of their duties, provided that such Director or other officer acted honestly and in good faith with a view to the best interests of the Fund and had no reasonable cause to believe that his conduct was unlawful. The determination of the Directors in this respect is, in the absence of fraud, conclusive unless a question of law is involved. The Directors and other officers of the Master Fund are entitled to be indemnified by the Master Fund on the same basis against expenses, losses or liabilities sustained or incurred by them in or about the execution of their duties.

22. Restriction on Auditors' liability

Ernst & Young Ltd., Cayman Islands ("***Ernst & Young***") will be engaged to act as the Fund's and the Master Fund's auditors. Ernst & Young will provide annual audit services to the Fund and the Master Fund and such other services as may be agreed. The Fund will enter into an engagement letter with

Ernst & Young, which will contain provisions limiting the liability of Ernst & Young arising out of or in connection with the engagement of Ernst & Young. Such liability will be limited, in any successive 12 month period to US$2.5 million. This limitation of liability will not apply to liability arising as a result of fraud on the part of Ernst & Young, but will apply in respect of liability arising as a result of breach of contract, breach of duty, fault or negligence and further in such circumstances such liability is limited to the proportion of the loss or damage suffered by the Fund which it is just and equitable to ascribe to Ernst & Young. The engagement letter will also contain provisions indemnifying Ernst & Young in certain circumstances. An engagement letter in similar terms will be entered into between the Master Fund and Ernst & Young.

23. Privacy Notice

The EU General Data Protection Regulation (Regulation (EU) 2016/679) (together with applicable implementing laws, "***GDPR***") is applicable to undertakings which process personal data in certain circumstances. GDPR is applicable to the processing of personal data by the Fund, the Master Fund and various undertakings appointed by them. The notices in this section set out information relating to those activities.

In certain circumstances, each and any of the Fund, the Master Fund and the AIFM (together for the purposes of this section 23, the "***Fund Entities***") may be engaged in controlling and/or processing personal data for the purposes of the GDPR. Details of the policies, procedures and purposes applicable to such activities are set out in this section.

The Directors are the persons responsible on behalf of the Fund and the Master Fund for overseeing issues related to GDPR and the policies and procedures adopted by them for the purposes of compliance with GDPR with the assistance of the AIFM. The AIFM oversees its own policies and procedures for the purposes of compliance with GDPR. Any person seeking information with respect to control or processing of personal data by any of the Fund Entities or seeking to exercise any rights afforded to them under GDPR should contact the AIFM at 30 Jermyn Street, London, SW1Y 4UR, England.

Under GDPR, any person wishing to is entitled to make a complaint with respect to any of the Fund Entities' control or processing of personal data directly to the Information Commissioner's Office ("***ICO***"). The ICO is the U.K. supervisory authority for data protection issues. Contact details for the ICO may be found at www.ico.org.uk.

The policies and procedures adopted by the Fund Entities with respect to the control or processing of personal data may be amended from time to time. Similarly, the purposes for which the Fund Entities may control or process personal data may change from time to time. If any changes would require amendment to the information set out herein, details of such changes will be made available in the current version of this document from time to time.

Summary of Personal Data

For the purposes of GDPR, personal data means any information about an individual from which that person can be identified. The Fund Entities may collect, use, store and transfer personal information comprising identity data, contact data, financial data, transaction data, technical data related to internet protocol addresses, usage data and information about marketing and communication preferences. The Fund Entities do not anticipate that, in respect of the Fund and/or the Master Fund, they will process special categories of personal data (which includes details about people's race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about people's health, genetic and biometric data and information about criminal convictions and offences).

Collection of Personal Data

The Fund Entities may collect personal data through a range of means. These may include direct interactions (where a person provides personal data to the relevant Fund Entity through correspondence or other direct methods of communication, including applications to invest in the Fund), third-party or publicly available sources (where a Fund Entity receives personal data through a publicly available source such as a website or publicly-available registry).

Use of Personal Data

The Fund Entities will only use personal data in circumstances permitted under GDPR. These circumstances include those circumstances where the processing of the relevant processing relates to a legitimate interest of the relevant Fund Entity and where that processing is necessary for the relevant purpose and not inconsistent with the interests, rights or freedoms of a relevant data subject. Each Fund Entity has determined that the relevant processing of personal data that they undertake relates to the legitimate interest of the Fund Entities carrying out any and all functions necessary to enable the Fund Entities to carry out the investment activities and related functions described in this document. The circumstances will include those where the relevant control or processing is necessary for the purposes of the relevant Fund Entity carrying out its activities relating to investments in the Fund and/or the Master Fund, the administration of the Fund and/or the Master Fund, the investment activities of the Fund and/or the Master Fund or otherwise in furtherance of any contract entered into with respect to the activities of the Fund and/or the Master Fund. In addition, the Fund Entities may also control or process personal data where necessary to comply with legal or regulatory obligations applicable to them.

Fund Entities may from time to time control or process personal data for the purposes of marketing and advertising the Fund and/or other investment vehicles and/or services related to the AIFM. Any person subject to GDPR who does not wish their personal data to be processed for such purposes may opt out of such processing by notifying the AIFM of their preference.

Any Fund Entity will only use personal data for the purposes that it has been collected for, unless they reasonably consider that they need to use it for another reason and that reason is compatible with the original purpose of the control or processing. Any person requiring information with respect to any additional purpose for which personal data may be controlled or processed may obtain such information from the AIFM. If a Fund Entity needs to control or process personal data for an unrelated purpose, the relevant Fund Entity will use its reasonable endeavours to notify affected persons and to explain the basis on which they are permitted to undertake the same.

Each Fund Entity may control and process personal data without the knowledge or consent of persons subject to GDPR in compliance with their policies and procedures from time to time where this is permitted by law.

Disclosure of Personal Data

Each Fund Entity may share personal data with certain third parties for the purposes set out above. The relevant third parties with whom such personal data may be shared include, but shall not be limited to, entities appointed to provide services to the relevant Fund Entity and their affiliates, and regulatory, legal and tax authorities. Details of the third parties with whom personal data may be shared are available on request from the AIFM. Wherever possible, personal data will only be disclosed by a Fund Entity to a third party in circumstances where that third party has agreed to respect the security of personal data and treated in accordance with applicable law. Third parties to whom any personal data may be disclosed will not be permitted to use personal data for their own purposes and they will only be permitted to process personal data for specified purposes and otherwise in accordance with the instructions of the relevant Fund Entity.

Transfer of Personal Data outside the European Economic Area

The activities of the Fund Entities and their control or processing of personal data are such that it may be necessary for personal data to be transferred and/or processed outside the EEA.

In circumstances where a Fund Entity transfers personal data outside the EEA, they will seek to ensure a similar degree of protection is afforded to it by ensuring that personal data is transferred only to persons in countries outside the EEA in one of the following circumstances.

(A) To persons and undertakings in countries that have been deemed to provide an adequate level of protection for personal data by the European Commission.

(B) To persons and undertakings to whom the transfer of such personal data is made pursuant to a contract that is compliant with the model contracts for the transfer of personal data to third countries from time to time approved by the European Commission.

(C) To persons and undertakings based in the United States if they are part of the Privacy Shield which requires them to provide similar protection to personal data shared between Europe and the United States.

Further information on specific mechanisms utilised by Fund Entities transferring personal data outside the EEA and the countries to which such transfer may be made (which may include, but are not limited to the Cayman Islands, Argentina and the United States) may be obtained from the AIFM upon request.

Data Retention

Each Fund Entity will retain personal data for as long as necessary to fulfil the purposes for which it has been collected. This will include any period of retention required to satisfy any legal, regulatory, taxation, accounting or reporting requirement applicable to the relevant Fund Entity.

In determining the appropriate retention period for any personal data, the relevant Fund Entity will consider the amount, nature and sensitivity of the data, the potential risk of harm from unauthorised use or disclosure of the data, the purpose for which the relevant data is being processed, the extent to which the purposes for which the relevant data is being processed can be achieved by other means and any applicable legal requirements. Without prejudice to the generality of the foregoing, the AIFM has determined that it will retain records for at least five years, in accordance with the rules, requirements and guidance of the FCA.

Details of retention periods applicable to personal data subject to GDPR are available upon request from the AIFM. In some circumstances, a person may request that a Fund Entity delete any personal data retained by them. Further, in some circumstances, a Fund Entity may anonymise personal data for research or statistical purposes, in which case such information may be retained and utilised indefinitely without further notice.

Rights of Persons

Under GDPR, persons whose data is processed and/or retained by a Fund Entity will have certain rights. These rights may include the right to access personal data, the right to require correction personal data, the right to require erasure of personal data, the right to object to processing of personal data, the right to restrict processing of personal data, the right to require a transfer of personal data and the right to withdraw any consents provided to the use of personal data. Any person seeking to exercise any such right should contact the AIFM. In certain circumstances, the relevant Fund Entity may charge reasonable fees if any such request is clearly unfounded, repetitive or excessive.

24. Cayman Islands Data Protection

The Cayman Islands Government enacted the Data Protection Law, 2017 (the "***DPL***") on 18 May 2017. The DPL introduces legal requirements for the Fund based on internationally accepted principles of data privacy.

The Fund has prepared a document outlining the Fund's data protection obligations and the data protection rights of investors (and individuals connected with investors) under the DPL (the "***Fund Privacy Notice***"). The Fund Privacy Notice is contained within the application form and is available to existing investors, who should contact the AIFM at 30 Jermyn Street, London SW1Y 4UR, England.

Prospective investors should note that, by virtue of making investments in the Fund and the associated interactions with the Fund and its affiliates and/or delegates (including completing the application form, and including the recording of electronic communications or phone calls where applicable), or by virtue of providing the Fund with personal information on individuals connected with the investor (for example directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents) such individuals will be providing the Fund and its affiliates and/or delegates (including, without limitation, the Sub-Administrator) with certain personal information which constitutes personal data within the meaning of the DPL. The Fund shall act as a data controller in respect of this personal data and its affiliates and/or delegates, such as the Sub-Administrator and the AIFM, may act as data processors (or data controllers in their own right in some circumstances).

By investing in the Fund and/or continuing to invest in the Fund, investors shall be deemed to acknowledge that they have read in detail and understood the Fund Privacy Notice and that the Fund Privacy Notice provides an outline of their data protection rights and obligations as they relate to the investment in the Fund. The application form contains relevant representations and warranties.

Oversight of the DPL is the responsibility of the Ombudsman's office of the Cayman Islands. Breach of the DPL by the Fund could lead to enforcement action by the Ombudsman, including the imposition of remediation orders, monetary penalties or referral for criminal prosecution.

25. Legal Counsel

Each of the Fund and the Master Fund has engaged Maples and Calder and Dechert LLP (each, a "***Legal Adviser***" and together the "***Legal Advisers***") to provide legal advice regarding the formation of the Fund and the Master Fund and certain other matters for which each Legal Adviser has been specifically engaged. None of the Legal Advisers has represented nor will represent the Shareholders in their capacity as investors in the Fund.

26. Material contracts

The following contracts, not being contracts entered into in the ordinary course of business, have been entered into by the Fund and/or the Master Fund, as the case may be and are, or may be, material:

(A) A Procurement Agreement dated as of 1 April 2020 among (1) the Fund, (2) the Master Fund and (3) the Procurement Agent whereby, inter alia, the Fund and the Master Fund appointed the Procurement Agent to procure the appointment of the AIFM as the alternative investment fund manager of the Fund and the Master Fund, the Research Provider as a provider of research and consultancy services to Ayres and each Argentine Introducer and the European Introducer as placement agents to the Fund. The Procurement Agreement will continue in force until terminated by any party on 90 days' notice in writing to the other parties. It may be terminated forthwith by any party on immediate written notice if any other party commits any material breach of its obligations and fails to remedy the breach within 30 days of receipt of written notice requiring the same, or if any other party is dissolved or otherwise enters into insolvency proceedings. The Procurement Agent will not be liable for any loss suffered by the Fund or the Master Fund in connection with the performance or non-performance by it of its obligations and duties under the

Procurement Agreement in the absence of negligence, wilful default or fraud on the part of the Procurement Agent. The Fund and the Master Fund have agreed to indemnify the Procurement Agent against all liabilities incurred by it in the performance of its obligations and duties under the Procurement Agreement other than liabilities arising out of the negligence, wilful default or fraud on the part of the Procurement Agent in the performance or non-performance of its obligations and duties.

(B) An AIFM Agreement dated as of 1 April 2020 among (1) the Fund, (2) the Master Fund, (3) the AIFM, (4) the Procurement Agent and (5) Ayres whereby, *inter alia*, the AIFM has been appointed as the alternative investment fund manager or AIFM of the Fund and Master Fund, with responsibility for managing and investing the assets of the Fund and the Master Fund. The AIFM Agreement will continue in force until terminated by any party on 60 days' notice in writing to the other parties. It may be terminated forthwith by any party on immediate written notice if another party commits any material breach of its obligations and fails to remedy the breach within 15 days of receipt of written notice requiring the same, or if another party is dissolved or otherwise enters into insolvency proceedings. The AIFM Agreement shall terminate forthwith if the AIFM ceases to be authorised for the purposes of the Financial Services and Markets Act 2000, as amended. The AIFM will not be liable for any loss suffered by the Fund and the Master Fund in connection with the performance or non-performance by it of its obligations and duties under the AIFM Agreement in the absence of fraud, wilful default or negligence on the part of the AIFM. Each of the Fund and the Master Fund has agreed to indemnify the AIFM against all liabilities incurred by it in the performance of its obligations and duties under the AIFM Agreement other than liabilities arising out of the fraud, wilful default or negligence on the part of the AIFM in the performance or non-performance of its obligations and duties.

(C) An Administration Agreement dated as of 1 April 2020 among (1) the Fund, (2) the Master Fund and (3) the Administrator pursuant to which, inter alia, the Administrator was appointed to provide certain administration, accounting, registration, transfer agency and related services to the Fund and the Master Fund. The Administration Agreement will continue in force until terminated by any party on 90 days' notice in writing to the other parties. It may be terminated forthwith by any party on immediate written notice if another party commits any material breach of its obligations and fails to remedy the breach within 30 days of receipt of written notice requiring the same, if another party is dissolved or otherwise enters into insolvency proceedings, by the Fund and/or the Master Fund if directed to do so by a regulatory authority and by the Administrator if the External Valuer Agreement is terminated. The Administration Agreement provides that in the absence of fraud, negligence, bad faith, wilful default or material breach of the Administration Agreement, the Administrator and other indemnified parties including the Sub-Administrator will not be liable for any loss incurred by the Fund or the Master Fund and each of the Fund and the Master Fund agrees to indemnify the Administrator and other indemnified parties against any loss suffered by the Administrator and other indemnified parties save where such loss results from fraud, wilful default, bad faith or negligence on the part of the Administrator and other indemnified parties.

(D) An External Valuer Agreement dated as of 1 April 2020 among (1) the Fund, (2) the Master Fund, (3) the AIFM and (4) the External Valuer pursuant to which the External Valuer is appointed to carry out certain external valuer services in accordance with the AIFM Directive. The External Valuer Agreement shall continue in full force and effect until terminated by either the Fund or Master Fund and/or the AIFM or the External Valuer giving 90 days' (or such shorter period as such other party may agree to accept) prior written notice to the other, and sooner in certain circumstances. The External Valuer will be liable for a direct loss arising directly from its negligence, fraud, or intentional failure by the External Valuer in the provision of its services. The Fund and Master Fund

will indemnify and hold harmless the External Valuer from and against all or any losses suffered by the External Valuer save where such loss results from the External Valuer's negligence or fraud, or the intentional failure by the External Valuer in the provision of its services.

(E) A Depositary Services Agreement dated 11 June 2019 (as amended) among (1) the Fund, (2) the Master Fund and (3) the Depositary Services Provider pursuant to which the Depositary Services Provider is appointed to carry out cash flow monitoring, safekeeping of other assets and the oversight services as set out under Article 21(7), (8)(b) and (9) of the AIFM Directive. The Depositary Services Agreement shall continue in full force and effect until terminated by either the Fund and/or the Master Fund or Depositary Services Provider giving 90 days' (or such shorter period as such other party may agree to accept) prior written notice to the other, and sooner in certain circumstances. The Depositary Services Provider will be liable for a direct loss arising directly from its negligence, fraud, or wilful default in the performance of its duties. The Fund and the Master Fund will indemnify and hold harmless the Depositary Services Provider from and against all or any losses suffered by the Depositary Services Provider save where such loss results from the Depositary Services Provider's negligence, fraud, or wilful default.

(F) An Institutional Account Agreement among (1) the Master Fund and (2) the Prime Broker and Custodian (the "***JPM Customer Documents***") pursuant to which the Prime Broker and Custodian has agreed to provide prime brokerage and custody services to the Master Fund. The JPM Customer Documents contain provisions limiting the liability of the Prime Broker and Custodian to the Master Fund and under which the Master Fund agrees to indemnify the Prime Broker and Custodian, and can be terminated as described under "Prime Broker and Custodian to the Master Fund" above.

(G) A Client Agreement between (1) the Master Fund and (2) the Clearing Broker (the "***Clearing Broker Agreement***") pursuant to which the Clearing Broker has been appointed by the Master Fund to provide execution and clearing services in respect of exchange listed or OTC cleared products. The Clearing Broker Agreement contains provisions limiting the liability of the Clearing Broker to the Master Fund and under which the Master Fund agrees to indemnify the Clearing Broker.

(H) A Research Services Agreement dated as of 1 April 2020 among (1) Ayres, (2) the Procurement Agent and (3) the Research Provider, pursuant to which Ayres, with the acknowledgement of the Procurement Agent appoints the Research Provider to provide certain consultancy and research services in respect of the Latin American regions in return for such costs as may be agreed between the parties from time to time. The Research Services Agreement shall continue and remain in force until terminated by any party giving 60 days' prior written notice to the others, and sooner in certain circumstances. The Research Provider will indemnify Ayres against all liabilities incurred by it relating to the business or activities undertaken by the Research Provider on behalf of Ayres, other than those resulting from the negligence, wilful default or fraud on the part of Ayres.

Copies of this Prospectus and the Articles of the Fund and the Master Fund, together with copies of the Fund's annual or periodic reports as detailed in this Prospectus, are available upon request from the Administrator and, upon reasonable notice, may be inspected at the offices of the Administrator.

27. Beneficial Ownership Regime

The Fund is regulated as a mutual fund under the Mutual Funds Law and, accordingly, does not fall within the scope of the primary obligations under Part XVIIA of the Companies Law (the "Beneficial Ownership Regime"). The Fund is therefore not required to maintain a beneficial ownership register. The Fund may, however, be required from time to time to provide, on request, certain particulars to

other Cayman Islands entities which are within the scope of the Beneficial Ownership Regime and which are therefore required to maintain beneficial ownership registers under the Beneficial Ownership Regime. It is anticipated that such particulars will generally be limited to the identity and certain related particulars of (i) any person holding (or controlling through a joint arrangement) a majority of the voting rights in respect of the Fund; (ii) any person who is a member of the Fund and who has the right to appoint and remove a majority of the board of directors of the Fund; and (iii) any person who has the right to exercise, or actually exercises, dominant direct influence or control over the Fund.

28. Winding up

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

29. Miscellaneous

(A) The Fund and the Master Fund were each incorporated on 17 April 2019. Since the date of incorporation, neither the Fund nor the Master Fund has paid or declared a dividend.

(B) Save as disclosed herein, no commissions are payable and no discounts, brokerages or other special terms have been granted by the Fund in connection with the issue of the Shares.

(C) Save as disclosed herein, no amount or benefit has been paid or given, or is intended to be paid or given, to any promoter.

(D) No share or loan capital of the Fund is under option or has been agreed conditionally or unconditionally to be put under option or has been issued or is proposed to be issued for a consideration other than cash.

(E) Neither the Fund nor the Master Fund is, or has been since its incorporation, engaged in any litigation or arbitration and the Directors are not aware of any litigation or arbitration or claims pending or threatened against the Fund or the Master Fund.

(F) Neither the Fund nor the Master Fund has established and none intends to establish a place of business in Great Britain.

(G) The Master Fund has no subsidiaries and no employees and the Fund has no subsidiaries (save for its investment in the Master Fund) and has no employees.

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APPENDIX 2

FORM OF LETTER AGREEMENT

Ayres Recovery Master Fund Limited
c/o Maples Corporate Services Limited
PO Box 309 Ugland House
Grand Cayman KY1-1104
Cayman Islands
(the "**Master Fund**")

Ayres Recovery Fund Limited
c/o Maples Corporate Services Limited
PO Box 309 Ugland House
Grand Cayman KY1-1104
Cayman Islands
(the "**Fund**")

Ayres Investment Management LLP
2nd Floor, Berkeley Square House, Berkeley Square
London W1J 6BD
United Kingdom
("**Ayres**")

Intertrust Trustees Limited
1 Bartholomew Lane
London EC2N 2AX
United Kingdom

To: The Directors
ETPCAP2 Designated Activity Company
1-2 Victoria Buildings
Haddington Road
Dublin 4
Ireland
(the "**Issuer**")

November 2020

Dear Sirs,

INVESTMENT IN THE CLASS E SHARES OF THE FUND

Reference is made to the issue by the Issuer of the Ayres Recovery Fund Limited (Series 376) Notes due 2030 (the "**Notes**").

The terms of issue of the Notes are specified in the (1) Master Trust Terms (2018 Edition), (2) the Series Memorandum relating to the Notes dated on or about the date hereof and (3) the constituting instrument relating to the Notes dated on or about the date hereof.

Reference is made to the application by the Issuer of the proceeds of issue of the Notes by way of subscription (the "**Subscription**") for ordinary shares of Class E of the Fund (the "**Class E Shares**").

It is acknowledged that the proceeds of the Subscription will be applied by the Fund by way of an immediate subscription for ordinary shares of class E of the Master Fund ("**Class E Master Fund Shares**"). The Fund and the Master Fund operate as an integrated structure and investment management of the Fund's assets takes place at the level of the Master Fund.

The Fund, the Issuer and Intertrust Trustees Limited (the "**Transferee**") intend to enter into a Class E Share Mortgage, to be dated on or around the date hereof, pursuant to which, *inter alia*, the Issuer will agree to assign, mortgage and/or charge as applicable in favour of the Transferee its legal and beneficial interest in all of the Class E Shares (the "**Class E Share Mortgage**").

Capitalised terms used but not defined in this letter agreement have the meanings given to such terms in the prospectus of the Fund dated 21 August 2020, as the same may be amended or supplemented from time to time (the "**Prospectus**").

In consideration of the Issuer making the Subscription, the parties hereby agree as follows:

NAV Reporting

Promptly following the finalisation of the Net Asset Value in respect of each Valuation Day, but in any event no later than 7 calendar days prior to the last Business Day of each calendar month, Ayres shall procure that the Issuer is provided with:

(1) the Net Asset Value per Class E Master Fund Share and the aggregate Net Asset Value of the Class E Master Fund Shares;

(2) the Net Asset Value per Class E Share and the aggregate Net Asset Value of the Class E Shares held by the Issuer; and

(3) the Net Asset Value of the Fund.

Minimum Initial Investment Amount

Each of the Fund, the Master Fund and Ayres (together, the "**Fund Parties**") hereby agrees that, notwithstanding anything to the contrary in the Prospectus, the minimum initial investment amount and the Minimum Holding in respect of the Class E Shares shall be reduced to $100,000.

Maximum Investment Level

The Fund and the Master Fund acknowledge that the Issuer intends to limit its investment in the Class E Shares so that on and from the date falling 18 months following the initial subscription by the Issuer for Class E Shares ("**Grace Period Expiry Date**"), the value of the investment in the Master Fund represented by the Class E Shares held by the Issuer shall not exceed 50% of the total amount invested in the Master Fund (the "**Maximum Investment Level**"). If at any time after the Grace Period Expiry Date the Maximum Investment Level is exceeded, the Issuer shall suspend the issuance and sale of Notes and shall make no further subscriptions for Class E Shares, in each case until such time as the Maximum Investment Level is no longer exceeded.

Class E Share Transfers

The parties to this letter agreement acknowledge and agree that, pursuant to Article 10.1 of the amended and restated articles of association of the Fund (the "**Articles**"), the Shares may not be transferred without the prior consent of the Directors.

Notwithstanding anything to the contrary in Article 10 of the Articles (Transfer of Shares), the Fund hereby irrevocably consents to, and undertakes to procure that the board of directors of the Fund consent to, the transfer of the Class E Shares by the (1) Issuer (to the Trustee or its nominee or delegate which is not an Ineligible Applicant) and (2) Trustee, its nominee or delegate (to a third party purchaser which is not an Ineligible Applicant) in accordance with the security arrangements referred to in the Class E Share Mortgage.

Programme Audit Reporting Requirements

The Fund shall provide to the Issuer: (i) an annual impairment assessment report, with quarterly updates, and (ii) a copy of an independent audit confirmation no later than 31 October of each year, each in the form and substance as the Issuer may reasonably request.

Facilitation Fee

The Fund agrees to pay to the Issuer out of the assets of the Class E Master Fund Shares a facilitation fee, calculated as described herein (the "**Facilitation Fee**"). The Facilitation Fee shall be equal to (i) 0.35% per annum of the first USD50,000,000 of the Subscription (the "**Threshold**

Amount") and (ii) 0.30% per annum of the Net Asset Value of any further Subscription made in excess of the Threshold Amount, subject to a minimum payment of EUR2,000 per month. The Facilitation Fee shall accrue monthly and shall be payable quarterly in arrears on the last Business Day of March, June, September and December in each year that the Notes remain outstanding and on the date of the final redemption of the Class E Shares held by the Issuer.

Distribution of the Prospectus

Each of the Fund Parties hereby consents to the distribution of the Prospectus to prospective investors in the Notes provided that the Prospectus is accompanied by the following legend:

"The distribution of the Prospectus of Ayres Recovery Fund Limited (the "Fund") is not permitted in any jurisdiction in which such distribution is unlawful or to anyone who is not qualified to receive such Prospectus. This Prospectus is confidential and should not be transferred or disclosed by you to any other person. The distribution to you of the Prospectus of the Fund does not constitute an offer or solicitation to anyone to subscribe for any shares of the Fund. Any investment in the Notes does not provide an investor with any rights to acquire or hold shares in the Fund. Investors in the Notes should make their own determination regarding the terms and risks of an investment in the Notes. None of the Fund, the Master Fund, the Directors, the Investment Manager or Ayres gives any representation or warranty to any holder of the Notes as to the Fund or the Master Fund or their performance and profitability."

Non Petition and Limited Recourse

Notwithstanding any of the provisions of this letter agreement, the Articles, the Prospectus or the application form (together, the "**Fund Documents**"), each of the Fund Parties hereby agrees that its rights against the Issuer under the Fund Documents are limited to the extent that it will not take any action or proceedings against the Issuer to recover any amounts due and payable by the Issuer to the Fund Parties under the Fund Documents except as expressly permitted by the provisions of this letter agreement. Each of the Fund Parties further agrees that it will not in its capacity as a Fund Party petition a court for, or take any other action or commence any proceedings for, the liquidation, examination or winding-up of the Issuer or any other bankruptcy or insolvency proceedings with respect to the Issuer.

Notwithstanding any provision in this letter agreement to the contrary, the rights of recourse of the Fund Parties against the Issuer shall be limited to the aggregate value of the property of the Issuer related to the Notes, having satisfied or provided for all other prior ranking liabilities of the Issuer. Accordingly, the Fund Parties shall have no claim or recourse against the Issuer in respect of any amount which is or remains unsatisfied after the application of the funds comprising such property of the Issuer related to the Notes and/or representing the proceeds of realisation thereof and any remaining obligation to pay any further unsatisfied amounts shall be extinguished. This clause shall survive termination of this letter agreement.

General

Upon execution of this letter agreement, the terms of this letter agreement shall be binding upon, and in full force and effect, against the parties hereto. In the event of any inconsistency between any of the provisions of this letter agreement and the Prospectus and application form, the provisions of this letter agreement shall prevail solely with respect to the matters addressed herein. For the avoidance of doubt, the provisions of this letter agreement shall apply in respect of the Issuer's Subscription as of the date of this letter agreement and also in respect of any subsequent increase to the Issuer's Subscription.

This letter agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as well as their heirs, legal representatives and successors. Nothing in this letter agreement shall restrict or otherwise prohibit the assignment by the Issuer of any of its right, title and interests into and under this letter agreement to any other party and the Fund acknowledges that the Issuer has assigned by way of fixed security assignment, charge and pledge all of its right, title, benefit and interest to this letter agreement in favor of Intertrust Trustees Limited.

This letter agreement will terminate upon the redemption in full of the Issuer's Class E Shares.

This letter agreement may be executed in multiple counterparts which, when taken together shall constitute one and the same agreement.

This letter agreement and the rights of the parties shall be governed by and construed in accordance with the laws of Ireland. Each of the parties agrees that the courts of Ireland will have non-exclusive jurisdiction to hear and determine any action or proceeding arising out of or in connection with this letter agreement and for that purpose irrevocably submits to the jurisdiction of such courts and agrees that the process by which such action or proceeding is begun may be served on it by being delivered to its registered address.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The parties have executed this letter agreement on the date shown on its head.

Ayres Recovery Master Fund Limited)
)

Ayres Recovery Fund Limited)
)

Ayres Investment Management LLP)
)

SIGNED for and on behalf of

INTERTRUST TRUSTEES LIMITED by its lawfully appointed attorney

_____

Signature of attorney

SIGNED for and on behalf of **ETPCAP2 DESIGNATED ACTIVITY COMPANY** by its lawfully appointed attorney:

Name of attorney

Signature of attorney

in the presence of:

Witness signature

Print name

Print address

Witness occupation

ISSUER

ETPCAP2 Designated Activity Company
1-2 Victoria Buildings,
Haddington Road,
Dublin 4

AUDITORS OF THE ISSUER

Deloitte Ireland LLP
29 Earlsfort Terrace
Dublin 2 D02 AY27
Ireland

BACK OFFICE AGENT

GWM LTD
Cedar House 5th Floor
41 Cedar Avenue, Hamilton HM 12
Bermuda

PROGRAMME COORDINATOR, CALCULATION AGENT AND CHARGED ASSETS REALISATION AGENT

FlexFunds ETP, LLC
1221 Brickell Ave, Ste 1500
Miami, FL 33131
USA

TRUSTEE

Intertrust Trustees Limited

1 Bartholomew Lane
London, EC2N 2AX
United Kingdom

ISSUE AGENT AND PRINCIPAL PAYING AGENT

The Bank of New York Mellon, London Branch

One Canada Square
London, E14 5AL,
United Kingdom

LEGAL ADVISERS

To the Issuer as to Irish law:

Mason Hayes & Curran LLP
South Bank House
Barrow Street, Dublin 4
Ireland

To the Trustee as to Irish law:

A&L Goodbody
IFSC
North Wall Quay, Dublin 1
Ireland