

*Date: 28 June 2012*

**FINLES GLOBAL OPPORTUNITIES FUND B.V.**

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INVESTMENT MEMORANDUM

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## CONTENTS

	Page
1. <b>EXECUTIVE SUMMARY</b> .....	6
2. <b>DEFINITIONS</b> .....	8
3. <b>THE INVESTMENT OPPORTUNITY</b> .....	12
3.1 Investment Strategy .....	12
3.2 Investment Restrictions .....	13
3.3 The Fund's operational and investment processes.....	14
4. <b>RISK FACTORS</b> .....	15
4.1 Introduction .....	15
4.2 General risks associated with investments .....	15
4.3 Risks relating to the Fund Manager .....	17
4.4 Risks relating to the Fund .....	17
4.5 Risks relating to conflicts of interests .....	18
5. <b>LEGAL AND REGULATORY STRUCTURE OF THE FUND</b> .....	19
5.1 Legal structure of the Fund.....	19
5.2 Regulatory position of the Fund. Supervision .....	20
6. <b>FUND MANAGEMENT AND GOVERNANCE</b> .....	21
6.1 The Fund Manager .....	21
6.2 The Administrator .....	22
6.3 Shareholders meetings / Participants meetings .....	23
6.4 Conflicts of interest .....	23
6.5 Complaints procedure .....	24
7. <b>ADMISSION TO THE FUND. SUBSCRIPTIONS</b> .....	25
7.1 Investor suitability.....	25
7.2 Subscriptions .....	25
7.3 Investor representations and warranties. Prevention of money laundering .....	26
8. <b>TRANSFER AND REDEMPTION OF PARTICIPATIONS</b> .....	27
8.1 Introduction .....	27
8.2 Redemption of Participations at the request of an Investor .....	27
8.3 Mandatory redemption of Participations .....	28
8.4 Holdback Reserve.....	28
9. <b>COSTS AND EXPENSES</b> .....	30
9.1 Introduction .....	30
9.2 Cost categories.....	30
10. <b>VALUATION. REPORTING AND INFORMATION DISCLOSURE</b> .....	32
10.1 Valuation principles.....	32
10.2 Reporting to Investors .....	32
11. <b>DISTRIBUTIONS</b> .....	34
11.1 Distribution policy .....	34
11.2 Form of distributions .....	34
12. <b>DUTCH TAXATION ASPECTS</b> .....	35
12.1 Introduction .....	35
12.2 Taxation of the Fund.....	35
12.3 Withholding taxes.....	35
13. <b>SELLING RESTRICTIONS</b> .....	36

13.1	General Distribution .....	36
13.2	The Netherlands .....	36
Annex 1 Articles of Association, Deed of incorporation .....		37
Annex 2 Subscription Form .....		38

## **DIRECTORY**

### **The Fund**

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### **Director and Fund Manager**

Finles N.V.  
Euclideslaan 151  
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The Netherlands

### **Administrator**

TMF FundAdministrators B.V.  
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3012 KG Rotterdam  
The Netherlands

### **Investment Advisor**

Arunvill Capital UK Ltd  
20th Floor  
125 Old Broad Street  
London  
United Kingdom

### **Independent Auditors**

PricewaterhouseCoopers Accountants N.V.  
Thomas R. Malthusstraat 5  
Postbus 90357  
1006 BJ Amsterdam  
The Netherlands

## **IMPORTANT NOTICE**

*Capitalized terms and expressions have the meaning ascribed to them in Section 2 (Definitions) of this Memorandum.*

Potential Investors should review this Memorandum and its ancillary documents carefully and consult their legal and financial advisors to ascertain possible legal, financial, tax or other issues related to the acquisition, holding, transfer or redemption of Participations. The contents of this Memorandum are not to be construed as an invitation to invest or as investment, legal or tax advice. The Participations are an appropriate investment only for professional and other investors who are capable themselves of evaluating the merits and risks of an investment in the Fund.

Potential Investors should review in particular the risk factors set out in Section 4 (Risk Factors) of this Memorandum. The Fund carries a high degree of risk and is suitable only for persons who can assume the risk of losing their entire investment. There is no guarantee that the Fund will achieve its Fund Objective. The value of your investments may fluctuate. Returns on past investments are no guarantee as to the returns on future investments.

This Memorandum is submitted to you on a confidential basis solely in connection with your consideration of an investment in Participations. Due to the confidential nature of this Memorandum, its use for any other purpose might involve legal consequences. Consequently, this Memorandum may not be reproduced, in whole or in part, and may not be delivered to any person, without the prior written consent of the Fund Manager.

The Fund Manager accepts responsibility for the information contained in this Memorandum. To the best knowledge and belief of the Fund Manager (which has taken all reasonable care to ensure that such is the case), the information contained in this Memorandum is in accordance with the facts and does not omit anything likely to affect the importance of such information.

The information herein is subject to change at any time. Neither the delivery of this Memorandum nor the offer, issue or sale of Participations will, under any circumstances, constitute a representation that the information contained in this Memorandum and its ancillary documents is correct at any time subsequent to the date of this Memorandum as printed on the cover of this Memorandum.

No person has been authorised to provide any information or make any representation in connection with the Fund, other than the information and representations contained in this Memorandum and its ancillary documents. Any such other information or representations, if given or made, should not be relied upon as having been authorised by the Fund Manager.

The Participations shall and may not be offered or acquired, directly or indirectly, in The Netherlands, and this Memorandum shall not be circulated in The Netherlands as part of initial distribution or at any time thereafter, except to persons or entities who are Qualified Investors (“gekwalificeerde beleggers”) within the meaning of article 1:1 of the FMSA. The Fund Manager requested and obtained a declaration of supervision (verklaring van ondertoezichtstelling) from the AFM for offering the Participations to Qualified Investors. As a consequence hereof, the Fund Manager is subject to conduct of business and prudential supervision by the AFM and DNB.

The Participations will not be listed on the Euronext Amsterdam Stock Exchange or any other official stock market.

The distribution of this Memorandum and the offer, sale and delivery of the Participations in certain jurisdictions may be restricted by law. No action has been or will be taken to permit

the distribution of this Memorandum in any jurisdiction where any action would be required for such purpose or where distribution of this Memorandum would be unlawful.

This Memorandum does not constitute an offer for, or an invitation to subscribe to or purchase, any Participations in any jurisdiction to any person to whom it is unlawful to make such offer or invitation in such jurisdiction. Persons into whose possession this Memorandum comes are required to inform themselves about and observe any such restrictions. Reference is furthermore made to the – non-exhaustive - list of selling restrictions set forth in Section 13 (Selling Restrictions) of this Memorandum.

This Memorandum will be governed by and construed in accordance with the laws of The Netherlands. This Memorandum will be published in the English language only. Translations of Dutch legal terms used in this Memorandum are for convenience only and shall not influence the interpretation thereof.

## 1. EXECUTIVE SUMMARY

### Introduction

The following is a brief summary only and is qualified in its entirety by the more detailed information appearing in the body of this Memorandum. Information in this executive summary is not intended to be exhaustive and should always be read in conjunction with the full text of this Memorandum. The information provided in this summary has been updated until and reflects the situation as per the date mentioned on the cover page of this Memorandum.

### The Fund, Director and Fund Manager.

The Fund is structured as a private limited company under Dutch law, founded on 15 June 2012. The Director of the Fund, Finles N.V., will act as the Fund Manager (*beheerder*) of the Fund. In managing the assets and liabilities of the Fund, the Fund Manager will act solely in the best interests of the Participants. The Fund itself will have the legal and economic ownership of all assets and liabilities of the Fund.

### Investment strategy

The Fund will have the capability to invest in a number of asset classes including equities (both listed and unlisted), fixed income and currencies. The Fund may invest in physical positions in these asset classes or may obtain exposure through derivatives (both exchange traded and over-the counter contracts). The Fund also may invest in short term money market instruments for cash management purposes or have cash on deposit. The Fund's objective is to create a positive return for investors through capital appreciation as well as from income generated by the Fund Assets.

It is expected that the Fund's core investment strategy will be taking long positions in listed equities.

### Risks

An investment in the Fund carries a high degree of risk as the Fund can invest in equities (both listed and potentially unlisted), fixed income and currencies. There can be no assurance that the Fund's investment policy will be successful. The value of the Fund's investments and the Participations may fall as well as rise and returns on past investments are no guarantee as to the returns on future investments.

An investment in the Fund requires the financial ability and willingness to accept for an indefinite period of time the risk inherent in the Fund.

A description of the risks related to the investment strategy of the Fund, the Fund Manager and the Fund are described in Chapter 4 of this Memorandum.

### Legal, tax and regulatory aspects of the Fund

#### *Legal structure*

The Fund is a legal entity (private limited company (*besloten vennootschap, B.V.*). This Memorandum governs the Fund. By entering into a Subscription Form, an Investor represents and warrants to have reviewed this Memorandum. At the start the Fund Company's authorized capital amounts to one hundred thousand euro (€ 100,000.00) divided into ten million (10,000,000) shares with a par value of one eurocent (€ 0.01) each.

The Fund has an open-end structure. The Fund is willing and entitled to issue and redeem shares – in accordance with the relevant legal provisions and barring exceptional circumstances – on a weekly basis on certain conditions as defined in this Memorandum and in the Articles of Association.

### ***Tax aspects***

The Fund has claimed for the status of FBI. As long as the conditions applicable for the FBI status are followed properly, the Dutch corporate income tax rate applicable to the Fund will be 0%. Note that all investors should investigate which taxation regime is applicable for them. Potential Participants are advised to consult their tax consultants.

### ***Regulatory position of the Fund***

The Fund is offered to Qualified Investors only and as such the Fund Manager is seeking to obtain a declaration of supervision from the AFM. As a consequence hereof, various conduct of business and prudential rules apply to the Fund Manager and the Fund.

### **Distribution policy**

The Fund, consistent with its status as an FBI, will make distributions of its net income, less a reinvestment reserve, at least within 8 months after termination of each financial year to holders of Participations of record on the specified record date for such distribution. The Fund, in its sole discretion, may make distributions more frequently.

### **Transfer of interests in the Fund.**

The Participations may be transferred to other Participants as well as third parties, only with the acceptance of the Fund Manager.

### **Investors' eligibility. Minimum investment. Subscriptions**

The Fund is open to Qualified Investors only. The minimum subscription is EUR 10,000 per Participation. Participants will be able to subscribe for Participations at least on a weekly basis.

Section 7 of this Memorandum contains the subscription procedures while section 8 contains the redemption procedures. The Fund Manager reserves the right to reject a subscription request in whole or in part.

2. **DEFINITIONS**

Unless the context otherwise requires, the following capitalised terms used in this Memorandum have the following meanings:

<b>"Administrator"</b>	means TMF FundAdministrators B.V. being the administrator of the Fund or such other administrator of the Fund as appointed from time to time in accordance with this Memorandum ;
<b>"Affiliate"</b>	means an entity or individual directly or indirectly controlling or controlled by or under common control with the party at issue;
<b>"AFM"</b>	means the Netherlands Authority for the Financial Markets ( <i>Stichting Autoriteit Financiële Markten</i> );
<b>"AIFM Directive"</b>	means the Directive of the European Parliament and of the Council on Alternative Investment Fund Managers and amending directives 2003/41/EC and 2009/65/EC;
<b>"Articles of Association"</b>	means the conditions that governs the Fund, as amended from time to time. The Articles of Association and the Deed of Incorporation of the Fund are combined into one document;
<b>"Business Day"</b>	means any day on which banks are generally open for business in The Netherlands;
<b>"DNB"</b>	means De Nederlandsche Bank N.V., the central bank of The Netherlands;
<b>"EUR" or "euro"</b>	means the euro, the single currency of the participating member states of the European Union;
<b>"FBI"</b>	means 'fiscal investment fund' (fiscale beleggingsinstelling) in the sense of article 28 of the Dutch Corporate Income Tax Act 1969;
<b>"FMSA"</b>	means the Dutch Financial Markets Supervision Act ( <i>Wet op het financieel toezicht</i> );
<b>"Fund"</b>	means Finles Global Opportunities

	Fund B.V.,
<b>"Fund Assets"</b>	means all securities, interests in public or private companies or investment funds and all other assets ( <i>goederen</i> ), including cash held by the Fund in its own name for the account and risk of the Investors in connection with the Fund;
<b>"Fund Manager"</b>	means Finles N.V., being the manager ( <i>beheerder</i> ) of the Fund, or such other manager as appointed from time to time in accordance with this Memorandum;
<b>"Fund Obligations"</b>	means the obligations which the Fund Manager in the name of the Fund assumes and/or incurs in its own name for the account and risk of the Investors in connection with the Fund;
<b>"Holdback Reserve"</b>	means 2% of the Total Redemption Price that will be maintained by the Fund in a separate account as a reserve for contingent liabilities
<b>"IFRS"</b>	means the International Financial Reporting Standards;
<b>"Investment"</b>	means any investment made by the Fund;
<b>"Investment Advisor"</b>	means Arunvill Capital UK Ltd being the investment advisor of the Fund or such other investment advisor of the Fund that can be appointed from time to time in accordance with this Memorandum;
<b>"Investment Restrictions"</b>	means the investment restrictions to be observed by the Fund as set forth in Section 3.1 of this Memorandum;
<b>"Investor"</b>	means an investor in the Fund;
<b>"Management Fee"</b>	means the fee due by the Fund to the Fund Manager as remuneration for its management/ directorship of the Fund as set forth in Section 9 of this Memorandum;
<b>"Memorandum"</b>	means this investment memorandum relating to the Fund, as amended from time to time;

<b>"Net Asset Value"</b>	means the balance, expressed in euro, of the value of the Fund Assets less the value of the Fund Obligations;
<b>"Net Proceeds"</b>	means all dividends and interest and all divestment, redemption and other income and proceeds of the Fund, net of taxes, fees, costs and other charges to be borne by the Fund, and after payment of or making reasonable reservation for any obligations and expenses of the Fund;
<b>"Organisational Expenses"</b>	means all costs incurred in connection with the formation of the Fund as further set forth in Section 9 of this Memorandum;
<b>"Participant"</b>	means a shareholder of the Fund;
<b>"Participation"</b>	means a share issued by the Fund;
<b>"Qualified Investors"</b>	means "qualified investors" as that term is defined in article 1.1 of the FMSA;
<b>"Redemption Date"</b>	means the last Business Day of every week and/or such other date or dates as the Fund Manager may from time to time determine at its sole discretion;
<b>"Redemption Form"</b>	means the standard form through which a request for redemption of Participations is made;
<b>"Redemption Price"</b>	means the Net Asset Value per Participation as at the last Valuation Date prior to the relevant Redemption Date on which the relevant Participation is redeemed;
<b>"Subscription Date"</b>	means the last Business Day of every week and/or such other date or dates as the Fund Manager may from time to time determine at its sole discretion;
<b>"Subscription Form"</b>	means the standard form through which a (prospective) Investor subscribes for Participations;

<b>"Subscription Price"</b>	means the Net Asset Value per Participation as at the last Valuation Date prior to the relevant Subscription Date;
<b>"Total Redemption Amount"</b>	means the Total Redemption Price reduced by a charge as specified further in Section 8 of this Memorandum;
<b>"Total Redemption Price"</b>	means the Redemption Price multiplied by the number of redeemed Participations;
<b>"Total Subscription Amount"</b>	means the Total Subscription Price increased by a charge as specified further in Section 7 of this Memorandum;
<b>"Total Subscription Price"</b>	means the Subscription Price multiplied by the number of issued Participations;
<b>"Valuation Date"</b>	means the day preceding the last Business Day of each week, or such other day or days as the Fund Manager may from time to time determine at its sole discretion.

### 3. **THE INVESTMENT OPPORTUNITY**

#### 3.1 **Investment Strategy**

The Fund will have the capability to invest in a number of asset classes including equities (both listed and unlisted), fixed income and currencies. The Fund may invest in physical positions in these asset classes or may obtain exposure through derivatives (both exchange traded and over-the counter contracts). The Fund also may invest in short term money market instruments for cash management purposes or have cash on deposit. The Fund's objective is to create a positive return for investors through capital appreciation as well as from income generated by the Fund Assets. It is expected that the Fund's core investment strategy will be taking long positions in equities.

If the Fund holds investments denominated in currencies other than the euro, this entails a foreign exchange risk. The Investment Manager may therefore decide, on behalf of the Fund, to hedge foreign exchange risks if it considers this to be in the interest of the Fund.

The Fund may also enter into securities lending activities to earn additional fee income and enhance the returns of the Fund.

The Fund is not tied to a benchmark nor will it track a specified index.

## 3.2 **Investment Restrictions**

### ***Instruments***

The Fund is not restricted from using any type of financial instrument to invest in the asset classes defined above, but it intends to invest primarily in listed equities and short-term money market instruments. It may, furthermore, invest in unlisted equities, fixed income securities and currencies. The Fund may also invest in listed or non-listed derivatives.

If in the future other techniques, instruments and/ or structures were to become available in the financial markets, which the Fund Manager considers suitable for achieving the objective of the Fund, the Fund Manager may also utilize such techniques, instruments and/or structures on behalf of the Fund. All such financial instruments may be traded on regulated markets and/or OTC, with appropriate counterparties. Although the Fund is not restricted from using any type of financial instrument, it intends to invest primarily in listed equities and short-term money market instruments.

### ***Investment Restrictions***

The following restrictions will apply to the Fund's investments:

1. The Fund will not invest directly in commodities, private equity funds or real estate;
2. The Fund will not utilize leverage for investments (no cash borrowings);
3. The Fund may enter into securities lending activities to extent permitted by, and within the limits set forth in applicable Dutch regulations ("verlicht toezichtsregime").

The Fund Manager is not authorised to vary from a restriction, unless prior agreement is reached with a majority of Investors.

### 3.3 **The Fund's operational and investment processes**

The Fund Manager will generate investment strategies or trade proposals for the Fund. In addition, the Fund Manager can from time to time receive advice or trade proposals from the Investment Advisor.

The Fund Manager will execute all trades on behalf of the Fund. The Fund Manager at all times has full discretion in relation to investment decisions following receipt of any trade proposal made by the Investment Advisor.

A stringent investment selection process is conducted to assess the quality of the underlying companies, the expected performance of the securities and the liquidity of the market for such securities. The investment process has a number of important steps:

1. Bottom-up stock selection
2. Portfolio construction
3. Monitoring investments and risk management

The initial selection of securities is performed using both internal and external sources.

After an initial selection of stocks has been made, qualitative and quantitative analysis are performed based on a number of specific criteria, for example, the stability of earnings, stability of dividends, pay-out ratio, available free float and the liquidity in the market for such securities.

The positions included in the portfolio are continuously monitored and assessed. Certain factors such as poor earnings and deviations from the indicated corporate strategy can cause the positions in the portfolio to be reconsidered. Moreover, positions may be reconsidered if other investments, using the appropriate investment selection criteria, appear more attractive on a relative basis.

## 4. **RISK FACTORS**

### 4.1 **Introduction**

An investment in the Fund carries a high degree of risk. There can be no assurance that the Fund's investment policy will be successful or that the Fund will achieve its fund objectives. The value of the Fund's investments and the Participations may fall as well as rise and returns on past investments are no guarantee as to the returns on future investments. Accordingly, Investors may lose all or part of their investment in the Fund. An investment in the Fund requires the financial ability and willingness to accept for an indefinite period of time the risk inherent in the Fund. Potential Investors should consider, among others, the non-exhaustive list of risks mentioned below, review this Memorandum and its ancillary documents carefully and in their entirety, consult with their professional advisors and conduct and subsequently rely upon their own investigation of risk factors associated with the proposed investment. Investors should realize that the existence and occurrence of certain risks may contribute to the existence and occurrence of other risks.

### 4.2 **General risks associated with investments**

#### *Market Risks*

Markets may rise and fall and the prices of financial instruments and other assets on the financial markets in general, and more specifically the prices of assets of the nature and type the Fund may invest in and hold, can rise and fall. A careful selection and spread of investments does not provide any guarantee of positive results.

#### *Availability of investment opportunities*

The success of the Fund depends upon the ability of the Fund Manager to identify and consummate Investments that it believes offer the potential for positive returns and subsequently to realise them. The activities of identifying, completing and realising an attractive investment opportunity is competitive and involves a high risk of uncertainty.

There can be no assurance that the Fund Manager will be able to identify and consummate a sufficient number of opportunities to permit the Fund to invest all of the Fund assets available for investment to the extent described herein.

#### *Lack of liquidity*

Some of the Fund's Investments may be in assets which are illiquid or may become illiquid under certain market conditions. Accordingly, it may not always be possible to purchase or sell those assets for their expected value or, if applicable, the prices quoted on the various exchanges. The Fund's ability to respond to market movements may be impaired and the Fund may experience severe adverse price movements upon liquidation of the Investments.

#### *Non-diversified status of Investments*

The Fund may, with regard to the Investments, not be able to achieve adequate diversification in respect of geography, instrument and investment type, sector, capitalisation, liquidity, volatility and/or currency. Consequently the Investments may be subject to and experience greater risk and market fluctuation than a fund that has investments representing a broader range of investment alternatives.

### *Concentration of Investments*

The Fund may hold relatively few, large investments in relation to the size of the Fund. The Fund could be subject to significant losses if it holds a large position in a particular Investment that declines in value or is otherwise adversely affected. Lack of liquidity may aggravate such losses significantly. In addition, the Fund may own a significant percentage of all of the shares or other securities issued by a company. It may not always be possible to dispose of such securities without incurring significant losses. Potential profits may not always be immediately realisable and may therefore be lost prior to realisation.

### *General political factors*

Investment results may be adversely affected by developments in countries in which the Investments or counterparties are located. This may result in a partial or complete loss by the Fund as a result of the breakdown of the country's financial system. Such developments include, without limitation: war; civil unrest, ranging from protests to civil war; changes in the political situation and/or government of a country; acts of terrorism; expropriation; and the inability to transfer moneys cross-border or convert moneys to hard currency.

### *Currency risk*

If the Fund holds investments denominated in currencies other than the euro, this entails a foreign exchange risk. The Investment Manager may therefore decide, on behalf of the Fund, to hedge foreign exchange risks if it considers this to be in the interest of the Fund.

### *Counter-party risk*

The Fund will be subject to the risk of the inability or refusal of dealers, brokers, custodians, payment or clearing institutions, principals or other service providers or other counterparties to its transactions, to perform or to perform in time under such services or transactions. Any such failure, refusal or delay, whether due to insolvency, bankruptcy or other causes, could subject the Fund to substantial losses. It is expected that the Fund will seek to mitigate these risks by reviewing the creditworthiness and reliability of all service providers and counterparties and only entering into transactions with those parties that the Fund believes to be creditworthy and reliable.

### *Securities lending*

The Fund may lend securities within the limits set out in the Investment Restrictions. Securities lending transactions may involve that securities will or cannot be returned to the Fund or will or cannot be returned to the Fund on the date agreed between the Fund and the lender. As a result the Fund may incur damages and the value of the Participations may decrease. Though the Fund will generally require from the lender security, this security may under circumstances appear not to be adequate or effective.

### *Redemption Risk*

The Fund is an open-ended fund and Participations may be redeemed at the request of an Investor in accordance with Section 8 of this Memorandum and the applicable terms of the Articles of Association. Redemptions may cause the Fund to dispose of assets in order to meet its redemption obligations earlier than anticipated or under less favourable market conditions than the Fund would otherwise have disposed of

such assets. This may result in a lower Net Asset Value of the Fund generating lower or negative returns for the non-redeeming Investors. Significant redemptions may lead to significant losses to Investors, which remain invested in the Fund.

#### *Inflation*

Due to inflation, the relative value of Participations may decline. The Fund will not specifically hedge inflation risk or take other measures to mitigate this specific risk.

#### 4.3 **Risks relating to the Fund Manager**

Due to the insolvency, negligence or fraudulent actions of the Fund Manager, its officers or employees or third parties used for the custody of assets of the Fund, the value of Participations may decline.

#### 4.4 **Risks relating to the Fund**

##### **FBI status**

It is intended that the Fund will qualify as an FBI from inception. The Fund Manager will make best efforts to ensure that the Fund so qualifies. There can be no assurance, however, that the Dutch tax regime applicable to the Fund will not change in the future and that the Fund will be able to maintain its FBI status.

The Fund Manager shall not be liable for damages incurred by the Fund and the Participants if the Fund loses the FBI status. The Fund Manager shall only be liable for damages incurred by the Fund and the Participants to the extent that such damages are the direct result of gross negligence (“grove schuld”), fraud or wilful default (“opzet”) by the Fund Manager.

##### *Changing legislation*

The regulatory and tax environment for investment funds in general as well as certain financial instruments and other types of investments is evolving and changes therein may adversely affect both the Fund's ability to pursue its investment strategies and the value of its Investments. The effect of any future regulatory or tax change on the Fund is impossible to predict.

##### *Unclear legislation*

Unclear rules and regulations and conflicting advice may result in a breach of rules and regulations applicable to the Fund. Resulting fines and other sanctions and possible damage to the reputation of the Fund, the Fund Manager and other connected persons may result in a negative impact on the Net Asset Value of the Fund and the Participations.

##### *Restrictions on transfers and potential illiquidity of Participations*

Participations may not be registered under any securities laws and, therefore, cannot be resold unless they are subsequently registered under such laws or regulations there under. Participations are also subject to substantial restrictions on their transferability under this Memorandum and the Articles of Association. There is no public market for the Participations and none is expected to develop. Under certain circumstances, the Fund Manager may suspend the redemption of Participations.

### *Limited rights of Investors*

The Fund Manager has exclusive authority for managing all operations of the Fund. Investors cannot exercise any management or control functions with respect to the Fund's operations, although they have limited voting rights in certain organisational respects as set forth in this Memorandum and the Articles of Association.

#### 4.5 **Risks relating to conflicts of interests**

##### *Other clients*

The Fund Manager and/or Affiliates of the Fund Manager may or will manage or advise clients other than the Fund. There can be no assurance that such services do not conflict with the interests of the Fund. Although the Fund Manager intends to manage potential and actual conflicts of interest issues in good faith in compliance with the Fund's Manager's Code of Conduct, there can be no assurance that such conflicts of interest may be resolved in the best interests of the Fund should they arise.

##### *Diverse Investors*

Investors may have conflicting investment, tax and other interests with respect to their investments in the Fund. The conflicting interests may relate to, among other things, the nature of Investments of the Fund, the structuring of Investments and the timing of disposition of Investments. As a consequence, conflicts of interest may arise in connection with decisions made by the Fund Manager that may be more beneficial for one Investor than for another Investor, especially with respect to Investors' individual tax situations. The Fund Manager will consider the investment, tax and other interests of the Fund and its Investors as a whole, not the investment, tax or other interests of any Investor individually.

## 5. LEGAL AND REGULATORY STRUCTURE OF THE FUND

### 5.1 Legal structure of the Fund

#### ***Legal form***

The Fund is a legal entity (private limited company (*besloten vennootschap, B.V.*) organised and established under Dutch law. The Memorandum of the Fund governs the Fund. Finles N.V. is appointed as the Director and as the Fund Manager of the Fund.

The Fund is a non-listed Dutch open-end collective investment scheme. The Fund Manager is willing and entitled to issue or redeem shares – in accordance with the relevant legal provisions and barring exceptional circumstances – on a weekly basis on certain conditions as defined in this Memorandum and in the Articles of Association. The Fund Manager has the authority to issue or redeem Participations on other days during the week at the relevant, separately calculated, Net Asset Value.

The Fund is founded under Dutch Law signed before a notary public by Mr. K.H.J. Flink, notary at Hermans & Schuttevaer Notarissen N.V. Utrecht, on 15 June 2012.

At inception of the Fund the Company's authorized capital amounts to one hundred thousand euro (€ 100,000.00) divided into ten million (10,000,000) shares with a par value of one eurocent (€ 0.01) each.

The Fund has its principal offices at the offices of the Director at Euclideslaan 151, 3584 BS Utrecht. The statutory place of residence of the Fund is Utrecht. The Fund is registered in Chamber of Commerce Midden-Nederland under number 55511783.

According to Article 2 of the Article of Association of the Fund the objective of the Fund is "for the benefit of its shareholders invest capital within the meaning of Article 28 of the Corporation Income Tax Act 1969".

#### ***Term and termination of the Fund***

The Fund has been established for an indefinite period of time. The Fund shall terminate early on certain grounds specified in this Memorandum and the Articles of Association.

#### ***Liquidation***

Upon termination of the Fund, no further business shall be conducted except for such action necessary for the winding up of the affairs of the Fund. The balance left after the liquidation shall be paid, in cash or in kind, to the Investors (pro rata to the numbers of Participations held by them, against cancellation of these Participations), subject to any amounts retained by the Fund pursuant to the Holdback Reserve as further described below in Section 8.4.

#### ***Key Fund documents. Governing law and jurisdiction***

The key document governing the Fund will be this Memorandum.

Dutch law will govern these key documents. The competent Dutch courts will have exclusive jurisdiction to settle any claims, actions or disputes arising out or in connection with the key Fund documents.

### ***Amendment of the Articles of Association or this Memorandum***

The Articles of Association and this Memorandum may be amended pursuant to a resolution of the Fund Manager.

Depending on the nature of the amendment, such resolution may, as set forth in this Memorandum and the Articles of Association (if applicable), be subject to the prior approval of the Participants (by Ordinary Consent, Special Consent or, as the case may be, unanimous consent of all Investors) or of each of those Participants that are adversely affected by the envisaged changes.

The Fund Manager shall by notification to the addresses of the Participants inform the Participants of a proposed amendment at least thirty (30) Business Days before the day on which the amendment shall come into effect.

After implementation of the amendment, the Fund Manager shall by notification to the addresses of the Participants inform the Participants of the effected amendment.

## 5.2 **Regulatory position of the Fund. Supervision**

### ***Existing position***

Finles N.V. is duly licenced to act as an investment manager according to article 2:65 FMSA. With this license Finles can offer Participations in collective investment schemes to retail investors. If Participations in collective investment schemes are only offered to Qualified Investors (*gekwalificeerde beleggers*) a registration for a light supervisory regime ("verlicht toezichtsregime) is possible.

The Fund Manager requested a declaration of this supervision (*verklaring van ondertoezichtstelling*) from the AFM for offering the Participations of the fund to Qualified Investors. As the Fund Manager is duly licenced to act as a investment manager the Fund Manager is subject to conduct of business and prudential supervision by the AFM and DNB.

### ***Envisaged changes***

A worldwide investment management regulatory climate exists in which, during the existence of the Fund, additional and/or amended legislation and regulations relating to the supervision on investment funds such as the Fund and fund managers such as the Fund Manager may come into force.

An example of such changes is the AIFM Directive (2011/61/EU). The Fund Manager shall fully comply with any licence requirement following from the implementation of the AIFM Directive in The Netherlands.

Furthermore, the Fund Manager may amend this Memorandum, if the Fund Manager reasonably determines that such regulatory change has a material adverse effect on the Fund and/or the Fund Manager, such that (i) the material adverse effect of the applicable change is removed or mitigated, and (ii) the Fund shall bear its reasonable allocable portion of the costs in relation to the implementation of and compliance with the change (it being understood such allocation is in principle determined on the basis of the percentage of assets managed through the Fund in proportion to the total assets under management of all funds managed by the Fund Manager).

## 6. FUND MANAGEMENT AND GOVERNANCE

### 6.1 The Fund Manager

#### ***Introduction and key duties***

The Fund will be managed by its Director and Fund Manager, Finles N.V. (using its trade name Finles Capital Management) as sole manager (*beheerder*) of the Fund. The Fund Manager is responsible for the entire management of the Fund in accordance with the provisions of the Fund's organisational documents and applicable laws.

Finles N.V. is a public limited company (*naamloze vennootschap*) under the laws of The Netherlands having its official seat (*zetel*) in Utrecht and its principal offices at Euclideslaan 15, 13584 BS, Utrecht. The Fund Manager is registered in the Trade Register (*handelsregister*) of the Chamber of Commerce in Utrecht under file number 30143997.

Finles N.V. is an independent investment manager providing innovative investment solutions to professional and institutional investors. Finles N.V. has a license from the AFM to offer Participations in collective investment schemes according to article 2:65 FMSA.

The company started in 1977 and seeks to deliver tailor made solutions such as in-house funds, mandates, research, due diligence and monitoring.

The Fund Manager's dedicated management and investment team will manage the Fund and identify, originate, structure and implement Investments for the Fund.

#### ***Management Board of the Fund Manager.***

The statutory management board (*bestuur*) of the Fund Manager directly determines the policy of the Fund. The management board of the Fund Manager consists of Rob van Kuijk, Co- CEO and CIO, Hans van der Holst, Co-CEO and COO and Jan Pieter van Oudvorst, CFO.

#### ***Rob van Kuijk***

Mr. Van Kuijk is responsible for Business Development. He is also responsible for overall investment strategies. Within Finles he has built up extensive experience in managing worldwide multi-manager portfolios, having been in 1998 one of the first Dutch fund managers to invest in hedge funds. Prior to joining Finles in 1994, Mr. Van Kuijk worked in auditing at Van Dien & Co (currently PriceWaterhouseCoopers) and as a Director at Delta Lloyd (Aviva). Mr. Van Kuijk is certified tax advisor, certified credit analyst and holds various academic business economy certificates and accountancy certificates.

#### ***Hans van der Holst***

Mr. Van der Holst is responsible for the operational and financial activities at Finles since 1994. He is also responsible for Risk Management of all the investments within the collective investment schemes of Finles. Prior to joining Finles he worked as a director at Delta Lloyd (Aviva) and later at UAP (currently AXA). Mr. Van der Holst holds a Bachelor degree in Mathematics and Dutch Language and a Masters degree in Economics and Law.

### **Jan Pieter van Oudvorst**

Mr. Van Oudvorst started working for Finles in 1998. He is managing the Finance Department and is the company's CFO. He is also responsible for compliance. He holds a Bachelors degree in Economics and a Masters degree in Auditing (CPA). Prior to joining Finles, he worked as a group controller at a large car lease company, affiliated with Rabobank, for 9 years.

### **Delegation of duties**

The Fund Manager will delegate certain financial, accounting, administrative and other services to the Administrator and one or more other external service providers. For the Administrator and its duties see "*The Administrator*" below.

### **Resignation and removal of the Fund Manager**

The Fund Manager shall resign and can be removed as Fund Manager of the Fund on certain grounds set forth in this Memorandum and the Articles of Association. In case of resignation or removal of the Fund Manager, the Investors shall by resolution taken by Ordinary Consent appoint a substitute Fund Manager.

## 6.2 **The Administrator**

The Fund Manager has engaged TMF FundAdministrators B.V. to provide, subject to the overall direction of the Fund Manager, certain financial, accounting, administrative and other services to the Fund.

TMF FundAdministrators B.V. is a private company with limited liability (*besloten vennootschap*) established in Rotterdam, The Netherlands. The company is providing third party fund administration services to investment funds. The Administrator is part of the TMF group, a financial services company with over 100 offices in 75 countries and in excess of 4,000 staff.

Pursuant to an administration agreement between the Fund Manager and the Administrator, the Administrator will be responsible, *inter alia*, for the following matters under the general supervision of the Fund Manager:

- the general administration of the Fund Assets and Fund Obligations;
- the calculation of the Net Asset Value and the Net Asset Value per Participation; and,
- the provision of information to the Fund Manager to enable the Fund Manager to comply with financial and regulatory reporting obligations.

The Administrator will not provide any investment advisory or management services and therefore will not be in any way responsible for the Fund's performance.

Subject to certain restrictions set forth in the administration agreement, the Administrator will be indemnified out of the assets of the Fund against liabilities and charges incurred in connection with the performance of its duties and services to the Fund.

The Fund Manager reserves the right to, at its own discretion, but with due observance of any applicable terms of this Memorandum, change or terminate the administration agreement referred to above and/or to appoint a substituting Administrator.

## 6.3 Shareholders meetings / Participants meetings

### ***Introduction***

Prospective Participants should realize that they are not permitted to engage in the investment operations of the Fund and that they do not have any (voting) rights to guide or control the investment policy or execution of any particular investment by the Fund, which will be in the sole discretion of the Fund Manager.

The Fund Manager can make decisions that Investors do not agree to. In such a situation, an Investor can decide to dispose of its interest in the Fund, however subject to and in accordance with the applicable terms as set forth in this Memorandum and the Articles of Association.

Participants do have certain information rights vis-à-vis the Fund Manager and can participate in the decision taking on certain key aspects of the organisation of the Fund set forth in this Memorandum and the Articles of Association.

### ***Shareholders meetings Finles Global Opportunity Fund***

A shareholders meeting will be held at least annually within 6 months after the Company's prior financial year.

The Fund Manager must call a shareholders meeting as often as the Fund Manager deems the holding of a shareholders meeting necessary in the interest of the Investors.

Extraordinary shareholders meetings shall also be held at the written request of one or more shareholders representing at least ten per cent (10%) of the issued capital; such a request shall be sent to the Board of Directors and specify the business to be transacted. The Fund Manager may also decide to hold an extraordinary meeting.

Shareholders meetings shall be held, with discretion of the Fund Manager, in Amsterdam, Rotterdam, Den Haag, Utrecht, Haarlem or in the municipality Haarlemmermeer (Schiphol). At a shareholders meeting held elsewhere, valid resolutions may be passed only if the entire issued capital is represented.

Notice for a shareholders meeting will be given at least fifteen (15) calendar days prior to the date of the shareholders meeting. Such notice will state the date, time, place and location and the agenda for the meeting and enclose any documents relevant for the meeting.

### ***Voting by Participants***

To each Participation is attached the right to cast one (1) vote. Resolutions require, as set forth in this Memorandum and the Articles of Association, either a simple or a qualified majority of the votes that can be cast on all outstanding Participations being exercised in favour of the proposal.

## 6.4 Conflicts of interest

### ***General***

In the business and operations of the Fund, conflicts of interest may arise in respect of investment and divestment transactions, the hiring of services providers as well as other transactions. The Fund's organisational documents will provide for provisions safeguarding the appropriate equitable solution of such conflict of interest situation.

A key role in the solution of conflict of interests situations will be played by the shareholders meeting, it being understood, for instance, that except with prior approval of the Investors, the Fund will not, directly or indirectly:

- enter into any transaction with the Fund Manager, any Investor or any of its or their Affiliates;
- enter into any transaction that is not on arm's-length terms; or,
- enter into any transaction with any other funds managed by the Fund Manager or Affiliates of the Fund Manager.

#### ***Involvement of the Fund Manager in other funds***

The Fund Manager and its Affiliates may advise and manage, and in the future may continue to advise and manage, other clients and/or investment funds having fund objectives and an investment strategy substantially the same as those of the Fund.

The Fund Manager and its Affiliates will allocate investment opportunities among such clients and funds on an equitable basis in their good faith discretion, based on the applicable investment guidelines of such investors and funds, portfolio diversification requirements and other appropriate factors.

#### ***Agreements with service providers***

The Fund endeavours transparency in respect of agreements and transactions the Fund enters into with the Fund Manager and key services providers to the Fund (and their Affiliates). For the key terms of the agreements reached with the Fund Manager and other key service providers to the Fund reference is made to the applicable subsections of this Section 6.

#### **6.5 Complaints procedure**

An Investor can make complaints on the Fund, the Fund Manager or any service provider to the Fund in writing (which includes by e-mail) with the management board of the Fund Manager. The Fund Manager will confirm receipt of a complaint within three (3) Business Days. At the same time, the Fund Manager will indicate in which manner the complaint will be dealt with.

## 7. **ADMISSION TO THE FUND. SUBSCRIPTIONS**

### 7.1 **Investor suitability.**

The Fund focuses on an Investors' base consisting of institutional investors like pension funds and investment funds. In order to safeguard the elected regulatory status of the Fund, Investors in the Fund can only be persons or entities who are Qualified Investors (*gekwalficeerde beleggers*). The investment in the Fund of an Investor must amount to at least EUR 10,000. The Fund Manager may at its sole discretion resolve to accept subscriptions for lower amounts.

### 7.2 **Subscriptions**

#### ***Conditions***

On Subscription Dates, the Fund Manager may, on behalf of the Fund, issue Participations at the request of a new or existing Investor set forth in a Subscription Form.

#### ***In kind contributions***

If so requested by the subscriber on its Subscription Form, the Fund Manager may at its sole discretion agree that the Participations subscribed for by the subscriber and accepted by the Fund Manager will be paid-up in kind.

#### ***Subscription Price and subscription costs***

The subscription price of a Participation is equal to the Net Asset Value per Participation as per the Valuation Date preceding the applicable Subscription Date. The Total Subscription Price is the applicable subscription price multiplied by the number of issued Participations.

In order to determine the total amount due by the subscriber to the Fund in consideration for the issuance of Participations (the Total Subscription Amount), the Total Subscription Price will be increased by an amount expressed as a percentage of the Total Subscription Price (charge). In case an Investor has paid an amount exceeding the Total Subscription Amount, this amount will be repaid to the Investor.

The charge referred to above serves to compensate the Fund for (i) direct costs (like brokerage costs) incurred in connection with changes in its Investments portfolio it was forced to make in connection with the net inflow of funds and (ii) related market impact costs. At present, the percentage of the charge is set at 0.10%. The Fund Manager will at least annually review and assess, and where appropriate amend, the percentage of the charge. Investors will be informed of any amendment hereto. The Fund Manager may waive the charge in its reasonable discretion.

#### ***Procedure***

Applications for Participations should be made by submitting a duly signed and completed Subscription Form to the Administrator no later than 4 p.m. CET five (5) Business Days prior to the Subscription Date as per which the applicant wishes to receive Participations.

Payment of the Total Subscription Amount must be received in euro in the bank account of the Fund as specified in the Subscription Form at the latest on the Business Day prior to the relevant Subscription Date (please refer to the Subscription Form for further payment details and instructions).

If either (i) the signed and completed Subscription Form, or (ii) the Total Subscription Amount has not been received timely, no Participations will be issued and the application shall be retained until the next Subscription Date. In that case, the Net Asset Value per Participation on the Valuation Date prior to that Subscription Date shall be the basis for the determination of the Subscription Price for any Participation issued as per that Subscription Date.

The Fund Manager may decide, at its sole discretion, to (i) accept Subscription Forms which are not received timely and (ii) accept an application for Participations in case of overdue payment, provided that the Total Subscription Amount has been received one day prior to the relevant Subscription Date.

The Fund Manager reserves the right to accept or reject any application in whole or in part at its absolute discretion. When an application is rejected, the amount paid on application or the balance thereof (as the case may be) will be returned (without interest) as soon as practicable.

Completed Subscription Forms are irrevocable once received by the Administrator. Upon issuance of the Participations in satisfaction of an application, the Administrator will confirm the number and value of the Participations so issued.

Under exceptional circumstances and only in the interest of the Investors, the Fund Manager may decide that the Subscription Date may be a different day than the last Business Day of the week. In that case, the Investors concerned will be notified by mail of the change of the Subscription Date.

### 7.3 **Investor representations and warranties. Prevention of money laundering**

#### ***Representations and warranties***

The Subscription Form requires each applicant for Participations to make certain representations and warranties to the Fund Manager.

Persons subscribing on behalf of others, such as nominees, securities giro's and feeder and custody entities, will need to represent to the Fund Manager in addition to the Subscription Form certain additional representations, including but not limited to compliance with know your customer (KYC) and anti-money laundering (AML) rules.

#### ***Prevention of money laundering and financing of terrorism***

Measures aimed at the prevention of money laundering and financing of terrorism will require each applicant for Participations to evidence its identity to the Administrator. The procedure used by the Administrator is stated in the Subscription Form and is compliant with the Dutch Act on the prevention of money laundering and financing of terrorism (*Wet ter voorkoming van witwassen en financieren van terrorisme*).

Subscriptions made in violation with the applicable client identification and anti-money laundering requirements may result in the rejection of the subscription.

## 8. **TRANSFER AND REDEMPTION OF PARTICIPATIONS**

### 8.1 **Introduction**

Participations are not listed on a regulated stock exchange nor does the intention exist to apply for such listing in the foreseeable future. No developed unregulated market for Participations exists and no party has been instructed by the Fund or the Fund Manager to maintain a market for Participations. A transfer of Participations is subject to certain conditions. Though the Fund Manager is in principle prepared to redeem Participations at the request of an Investor, the Fund Manager will under certain circumstances not be able and/or not obliged to do so.

Participations therefore might be a less liquid investment as expected by an Investor and (prospective) Investors should take into account that under certain circumstances they can not liquidate any or all of their Participations

### 8.2 **Redemption of Participations at the request of an Investor**

On Redemption Dates, the Fund Manager shall on behalf of the fund, subject to the provisions of the Articles of Association (if applicable) and this Memorandum redeem Participations at the request of a Participant set forth in a Redemption Form.

#### ***Redemption Price. Costs of redemption***

The redemption price of a Participation is equal to the Net Asset Value per Participation as per the Valuation Date preceding the Redemption Date. The Total Redemption Price is the applicable redemption price multiplied by the number of redeemed Participations.

In order to determine the net amount due by the Fund to an Investor in consideration for the redemption of Participations (the Total Redemption Amount), the Total Redemption Price will be reduced by an amount expressed as a percentage of the Total Redemption Price.

The redemption charge referred to above serves to compensate the Fund for (i) direct costs (like brokerage costs) incurred in connection with changes in its Investments portfolio it was forced to make in connection with the net outflow of funds and (ii) related market impact costs. At present, the percentage of the redemption charge is set at 0.10%. The Fund Manager will at least annually review and assess, and where appropriate amend, the percentage of the discount. Investors will be informed of any amendments hereto. The Fund Manager may waive the discount in its reasonable discretion.

#### ***Procedure***

Applications for the redemption of Participations should be submitted to the Administrator by means of a duly signed and completed Redemption Form at least one (1) Business Day prior to the envisaged Redemption Date. Completed Redemption Forms are irrevocable once received by the Administrator.

If the signed and completed Redemption Form has not been received on a timely basis, the application shall be retained until the next Redemption Date. In that case, the Net Asset Value per Participation on the Valuation Date prior to that next Redemption Date shall be the basis for the determination of the Redemption Price for any Participation redeemed as per that Redemption Date.

The Total Redemption Amount, excluding the Holdback Reserve pursuant to section 8.4 below, will be paid to the redeeming Investor within five (5) Business Days after the release of the Net Asset Value of the applicable Redemption Date unless exceptional circumstances occur, in which case the consideration will be paid at the earliest possible Business Day thereafter.

### ***Suspension of redemption***

The Fund Manager may suspend the redemption of Participations if:

- (a) the determination of the Net Asset Value has been suspended (see Section 10.2);
- (b) the transfer of funds realised from the sale of Fund Assets cannot, in the sole opinion of the Fund Manager, be effected at normal rates of exchange;
- (c) relevant exchanges are not open for business or the sale of Fund Assets is otherwise restricted or suspended;
- (d) a state of affairs exists which constitutes a state of emergency as a result of which the sale of Fund Assets would, in the sole opinion of the Fund Manager, not be practical or would negatively affect the rights of other Investors;
- (e) the Investor did not act in compliance with applicable legislation or the Articles of Association;
- (f) the conditions for the FBI status may be violated; or
- (f) for whatever reason, the valuation of Fund Assets cannot be promptly or accurately ascertained.

### 8.3 **Mandatory redemption of Participations**

The Fund Manager shall under certain extraordinary circumstances as set forth in this Memorandum and the Articles of Association and with due regard to the general provisions and conditions relating to redemption of Participations be entitled to redeem all (but not part of) the Participations of any Investor.

### 8.4 **Holdback Reserve**

The Fund may have potential liabilities or other financial obligations the existence of which may only be confirmed after the Administrator has received and processed a Redemption. The Fund also may have current liabilities or other financial obligations arising from past events the cost of which, at the time of paying the Total Redemption Price, cannot be fully determined.

To prudently provide for such potential liabilities the Fund, through the Administrator, will remit to a redeeming Participant 98% of the Total Redemption Price within the time frame specified in section 8.2, and will withhold the remaining 2% of such Total Redemption Price in a reserve for contingent liabilities (the "Holdback Reserve").

The Holdback Reserve will not be taken into account for the calculation of the NAV of the Fund and will be deposited in a bank account of the Fund until any contingent obligations or liabilities are ascertained. To the extent commercially practicable, the Administrator will provide relevant information of the Holdback Reserve on request from an affected Participant.

As soon as the extent of the obligations or liabilities is determined to the satisfaction of the Fund, any funds remaining in the Holdback Reserve will be remitted to the affected Participant (as part of the Total Redemption Price due, but unpaid at Redemption) to the account to which other Redemption proceeds were paid or wherever else the affected Participant instructs, subject to the Administrator's AML obligations.

## 9. COSTS AND EXPENSES

### 9.1 Introduction

In this Section 9 are mentioned the costs and expenses related to the organisation, management and transactions of the Fund which will be paid by or charged to the Fund and accordingly result in a reduction of the Fund's Net Asset Value. Some costs can not be specified as it depends on the number of actual transactions and/or trades.

This Section does not refer to costs and fees charged to the Investors by the Fund upon a subscription for or redemption of Participations (for these costs and fees see Sections 7 and 8) or by their own service providers in connection with an envisaged investment in or divestment from the Fund (like fees and costs charged to an Investor by its advisors, banks or brokers).

All costs referred to in this Section will be allocated to the period to which they relate. Unless indicated otherwise, all costs will be brought at the charge of the Fund's profit and loss account.

All amounts and percentages mentioned in this Section 9 are exclusive of Dutch or foreign value added tax (VAT), if due. Under present legislation, the Fund cannot deduct VAT charged to the Fund.

### 9.2 Cost categories

#### ***Transaction costs***

Transaction costs include all costs of sourcing, evaluating, making, holding or disposing of Investments, including, but not limited to, finders' fees, brokerage fees, advisors' fees and (other) transaction costs and expenses. All transaction costs shall be borne by the Fund and be brought at the charge of the Fund's profit and loss account.

The Fund Manager will select transactional service providers on the basis of various considerations, like quality, promptness of performance of services and fee rates. Fee rates may not exceed market standard rates. The total amount of transaction costs from time to time is variable and depends on the number and size of transactions and applicable rates.

#### **Fund operational costs**

All operational costs shall be borne by the Fund and be brought at the charge of the Fund's profit and loss account as described below.

#### ***Management Fee***

The Fund Manager is entitled to a Management Fee equal to 50 bps of AUM. This will be charged on a monthly basis, but calculated on daily basis (accrued) and with a minimum of € 10.000 per month and with a minimum of € 240.000 per annum (VAT is not applicable). During the year when the Fund was launched the Management Fee will be calculated on a pro rata basis.

For the avoidance of doubt the Fund shall not bear the cost of remunerating any employee of the Fund Manager or any of its Affiliates or any office rental, utilities or office equipment or other overhead or travel costs of any of their respective personnel, it being acknowledged that the Management Fee is intended to compensate the Fund Manager for such costs.

### ***Administration fee***

The Fund Manager has engaged TMF FundAdministrators B.V. to provide, subject to the overall direction of the Fund Manager, certain financial, accounting, administrative and other services to the Fund. The minimum administration fee will be EUR 4.000 (VAT not applicable) per month and the maximum will be EUR 8.500 (VAT not applicable) per month.

### ***Other costs***

The costs for sub custodial services, bank accounts, legal advice, tax compliance advice and auditing services, reporting, similar services and advices provided to the Fund and all costs of communications with and meetings of the Investors shall be borne by the Fund. The costs for legal advice, tax compliance advice, bank accounts and sub custodial services will vary from year to year and cannot be maximized. The Fund Manager, on behalf of the Fund, has assigned PricewaterhouseCoopers Accountants N.V. as auditor of the Fund. The estimated costs are EUR 9.000 (VAT applicable) per annum.

### ***Start-up expenses***

The Fund will bear its own start-up expenses in connection with the establishment of the Fund, including (but not limited to) legal, accounting and tax advisory fees, research costs, incorporation expenses and travel costs, estimated at the maximum of EUR 100,000 (including VAT if applicable). Any costs in excess of this maximum shall be borne by the Fund Manager. Organisational Expenses shall be amortized over the Fund's first full five (5) years.

For the payment of the start-up costs the Fund may enter into a loan agreement with the direct involved parties (Fund Manager or Investment Advisor) or their Affiliates for the period of amortization.

### ***Income and expenses relating to securities lending***

The net income and expenses relating to the borrowing and lending of securities in the Fund's investment portfolio is the result of individually negotiated charges per transaction. The revenues from lending activities are credited to the Fund after deduction of a market-based fee for the party facilitating the lending activities. The Fund's financial statements will provide detailed disclosures concerning the results on securities lending operations.

### ***Total expense ratio***

The total expense ratio (TER) is the total amount of the costs of the Fund incurred in a year - except for transaction costs, interest costs and costs related to the issue and redemption of Participations that are chargeable to the net assets of the Fund - expressed as a percentage of the average Net Asset Value for the year concerned. The TER will be published annually in the Fund's annual accounts.

## 10. VALUATION, REPORTING AND INFORMATION DISCLOSURE

### 10.1 Valuation principles

The Net Asset Value will be calculated in euro and published weekly as of the day preceding the last Business Day of every week or in such other Valuation Dates as applicable. The valuation of the investments and other assets and liabilities is carried out according to conventional market standard methodologies.

For the purpose of determining the Net Asset Value, the investments and other assets and liabilities of the Fund are valued as follows:

- investments listed at the stock exchange are valued at the official closing rate of the previous dealing day or, if no rating took place, at the average of the bid and ask rate of the previous Business Day or the real value established by the Fund Manager;
- cash and deposits are valued at their nominal value;
- other assets and liabilities are also valued at nominal value. These include for instance capitalised costs, increased undistributed return, not yet received dividends that are payable, and indebted unaccounted costs and fees;
- assets and liabilities in foreign currencies are converted into euro based on the current exchange rates.

The Net Asset Value is determined by deducting the charges in the period under review from the realised and unrealised capital gains, dividends and returns that are accountable to the period under review. The realised and unrealised capital gains in the period under review are determined by deducting the purchase revenue or balance value at the end of the period under review from the sales revenue or balance value at the end of the previous period.

### 10.2 Reporting to Investors

#### ***Financial year***

The financial year of the Fund shall begin on the first day of July and end on June thirty of the next calendar year. The first financial year of the Fund will begin on the date the Fund is formed and will end on June 30, 2012.

#### ***Reporting on Net Asset Value***

Subject to certain exception grounds set forth in this Memorandum, the Fund Manager shall as per each Valuation Date determine the Net Asset Value and the Net Asset Value per Participation. The Net Asset Value shall be expressed in euro and be determined in accordance with the Fund's valuation principles referred to above.

The Fund Manager has delegated the determination of the Net Asset Value and the Net Asset Value per Participation to the Administrator. In determining the Net Asset Value of the Fund and the Net Asset Value per Participation, the Administrator will follow the valuation policies and procedures adopted by the Fund as set out above. If and to the extent that the Fund Manager is responsible for or otherwise involved in the pricing of any of the Fund's portfolio securities or other assets, the Administrator may accept, use and rely on such prices in determining the Net Asset Value of the Fund and shall not be liable to the Fund, any Investor in the Fund, the Fund Manager or any other person in so doing.

The Fund Manager may declare a suspension of the determination of the Net Asset Value and the Net Asset Value per Participation:

- (a) if one or more stock exchanges on which Fund Assets are listed (or on which securities which belong to the assets of a collective investment scheme in which the Fund is invested are listed directly or indirectly), are closed on other days than normal days of closure or if the transactions on these exchanges are suspended or subject to irregular restrictions;
- (b) if the communication means or calculation facilities normally used to determine the Net Asset Value no longer function or if, for any other reason, the value of a Fund Asset or Fund Obligation, cannot be determined with the speed or accuracy desired by the Fund Manager;
- (c) if there are factors relating to the political, economic, military or monetary situation that make it impossible for the Fund Manager to determine the Net Asset Value; or
- (d) if a resolution to liquidate the Fund is passed.

When the Fund Manager is unable to determine the Net Asset Value and the Net Asset Value per Participation, the Investors will be informed hereof.

In case of errors in the calculation of the Net Asset Value, the Fund Manager will as soon as possible prepare a report on the errors that were made and which correction will need to be made to the Net Asset Value. If a correction is required of more than one per cent. (1%) of the Net Asset Value, and an Investor incurred a loss exceeding EUR 10,000 by an allocation or redemption against the erroneously calculated Net Asset Value, the Fund will at the request of such Investor provide compensation (in cash or in Participations) for the relevant Investor for the actual loss incurred.

### ***Annual reporting***

Within four (4) months after the end of each financial year of the Fund, the Fund Manager shall, in accordance with the applicable legal requirements (ex. article 4:51 FMSA), prepare and publish the annual accounts of the Fund (consisting of at least a balance sheet, profit and loss account and explanatory notes), annual report and other information for such financial year of the Fund.

The annual accounts shall be drawn up in accordance with the applicable provisions of IFRS and will be audited by an independent auditor.

The Fund Manager will make available copies of the annual accounts and annual report free of charge to each Investor, notwithstanding its compliance with other publication requirements under applicable laws.

## 11. **DISTRIBUTIONS**

### 11.1 **Distribution policy**

The Fund opts for the fiscal regime of a fiscal investment fund in correspondence with article 28 of the Dutch Corporate Income Tax Law 1969. This implies that the Fund is subject to Dutch corporate tax at a rate of 0%.

In principle, the distributable profit shall be paid to the Participants within eight months after termination of each financial year. In general, realized capital items on investments may be added to the reinvestment reserve.

However, the Fund Manager may decide to make interim distributions at any time, without prejudice to the provisions by law.

Profit distributions shall be available for payment no later than 5 Business Days after the resolution to make a distribution is passed, unless the Fund Manager specifies an earlier date.

Any distribution to the Investors, including the amount, composition and manner of payment, shall be separately notified to the Investors in accordance with the applicable provisions of this Memorandum and the Articles of Association.

All distributions to the Participants will be made pro rata to the number of Participations held by each of them.

### 11.2 **Form of distributions**

Distributions of Proceeds will be made in cash, in euro, or in marketable securities, provided that the Fund Manager shall only decide to such distribution in kind if the Fund Manager determines that such a distribution of marketable securities will be more advantageous to the Investors. Securities will be deemed "marketable" only if these securities are:

1. listed on an internationally recognized exchange or quotation system; and
2. free from any contractual or legal restrictions (such as an underwriter lock-up or restriction to preserve tax-free merger treatment on immediate resale).

## 12. **DUTCH TAXATION ASPECTS**

### 12.1 **Introduction**

The following summary of certain Dutch taxation matters is based on the laws and practice in force as of the date of this Prospectus and is subject to any changes in law and the interpretation and application thereof, which changes could be made with retroactive effect. The following summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to an Investor, and does not purport to deal with the tax consequences applicable to all categories of Investors. Investors should consult their professional advisers on the tax consequences of their acquiring, holding and disposing of the Participations.

### 12.2 **Taxation of the Fund**

The Fund has claimed for the status of FBI. As long as the conditions applicable for the FBI status are followed properly and remain unchanged, the Dutch corporate income tax rate applicable to the Fund will be 0%.

To qualify as an FBI:

- the Fund must exclusively be engaged in portfolio investment activities, i.e. it may not (partly) carry on a business;  
the Fund must distribute its 'distributable' profits annually within eight months after the end of the relevant book year ('Profit Distribution Obligation'), except for the unrealised gains on securities and the realised gains on all other investments, which it may add to a reinvestment reserve.

### 12.3 **Withholding taxes**

Dividend distributions by the Fund to its investors are in principle subject to 15% Dutch dividend withholding tax, which may be reduced or eliminated under relevant tax treaties and/or the EU Parent-Subsidiary Directive, in particular circumstances. Investors should consult their professional advisers on the tax consequences of their acquiring, holding and disposing of the Participations, as well as distributions received in respect of those Participations.

## 13. **SELLING RESTRICTIONS**

### 13.1 **General Distribution**

The distribution of this Memorandum and the offer, sale and delivery of the Participations in certain jurisdictions may be restricted by law. No action has been or will be taken to permit the distribution of this Memorandum in any jurisdiction where any action would be required for such purpose or where distribution of this Memorandum would be unlawful.

This Memorandum does not constitute an offer for, or an invitation to subscribe to or purchase, any Participations in any jurisdiction to any person to whom it is unlawful to make such offer or invitation in such jurisdiction. Persons into whose possession this Memorandum comes are required to inform themselves about and observe any such restrictions. Set forth below is a non exhaustive list of selling restrictions.

### 13.2 **The Netherlands**

The Participations shall and may only be offered to or acquired, directly or indirectly, in The Netherlands, by, and this Memorandum shall only be circulated in The Netherlands as part of initial distribution or at any time thereafter, to, persons or entities who are "Qualified Investors (*gekwalificeerde beleggers*).

The Fund Manager requested a declaration of supervision (*verklaring van ondertoezichtstelling*) from the AFM for offering the Participations to Qualified Investors.

**ANNEX 1**  
**ARTICLES OF ASSOCIATION, DEED OF INCORPORATION**

**ANNEX 2**  
**SUBSCRIPTION FORM**