

PRIVATE OFFERING MEMORANDUM

Yorkshire Agility Fund
(a South Dakota Business Trust)

Target Offering Size: \$15,000,000

Offering
Regulation D Rule 506(b)
Accredited Investors

Minimum Fund Size: \$10,000,000
Minimum Investment: \$50,000
Maximum Number of Investors: 100

Dated May 1, 2022

THE INTERESTS OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (“**SECURITIES ACT**”), OR ANY STATE SECURITIES LAWS. THEY ARE OFFERED PURSUANT TO EXEMPTIONS FROM SUCH REGISTRATION AND QUALIFICATION. THIS MEMORANDUM HAS NOT BEEN FILED WITH OR REVIEWED BY THE SECURITIES AND EXCHANGE COMMISSION (“**SEC**”) AND NEITHER THE SEC NOR ANY STATE SECURITIES ADMINISTRATOR HAS PASSED UPON OR ENDORSED THE MERITS OF AN INVESTMENT IN THE FUND OR THE ACCURACY OR THE ADEQUACY OF THE INFORMATION CONTAINED IN THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

Important Notices

THIS CONFIDENTIAL PRIVATE OFFERING MEMORANDUM (“**MEMORANDUM**”) HAS BEEN PREPARED SOLELY FOR, AND IS BEING DELIVERED ON A CONFIDENTIAL BASIS TO, PROSPECTIVE INVESTORS CONSIDERING PURCHASING AN INTEREST (“**INTEREST**”) IN YORKSHIRE AGILITY FUND (“**FUND**”).

ANY REPRODUCTION OR DISTRIBUTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, OR THE DISCLOSURE OF ITS CONTENTS, WITHOUT THE PRIOR WRITTEN CONSENT OF THE FUND’S SPONSOR, YORKSHIRE CAPITAL INVESTMENTS LLC (“**SPONSOR**”), IS PROHIBITED AND ALL RECIPIENTS AGREE THEY WILL KEEP CONFIDENTIAL ALL INFORMATION CONTAINED HEREIN AND NOT ALREADY IN THE PUBLIC DOMAIN AND WILL USE THIS MEMORANDUM FOR THE SOLE PURPOSE OF EVALUATING A POSSIBLE INVESTMENT IN THE FUND. BY ACCEPTING THIS MEMORANDUM, EACH PROSPECTIVE INVESTOR AGREES TO THE FOREGOING.

PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THIS MEMORANDUM AS LEGAL OR TAX ADVICE. EACH PROSPECTIVE INVESTOR SHOULD CONSULT HIS/HER OR ITS OWN COUNSEL, ADVISORS AND ACCOUNTANTS CONCERNING THE VARIOUS LEGAL, TAX, ERISA AND ECONOMIC MATTERS CONCERNING HIS/HER OR ITS INVESTMENT.

NASAA UNIFORM LEGEND:

IN MAKING AN INVESTMENT DECISION, PROSPECTIVE INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THIS OFFERING (“**OFFERING**”), INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY FEDERAL OR STATE SECURITIES COMMISSIONS OR REGULATORY AUTHORITIES. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND THE APPLICABLE STATE SECURITIES LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

* * *

THE INTERESTS OFFERED HEREBY MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF BY ANY PERSON OR ENTITY OWNING AN INTEREST IN THE FUND (“**INTEREST OWNER**”) WITHOUT THE PRIOR WRITTEN CONSENT OF THE SPONSOR, WHICH MAY REQUIRE, AMONG OTHER THINGS, THE WRITTEN OPINION OF COUNSEL TO OR APPROVED BY THE FUND THAT SUCH PROPOSED SALE, TRANSFER OR OTHER DISPOSITION IS CONSISTENT WITH ALL APPLICABLE PROVISIONS OF THE SECURITIES ACT, THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED (“**1940 ACT**”), THE RULES AND REGULATIONS PROMULGATED UNDER EACH OF SUCH ACTS AND ANY APPLICABLE STATE “BLUE SKY” OR SECURITIES LAWS. AN INTEREST OWNER THEREFORE CANNOT EXPECT TO READILY LIQUIDATE ITS INTERESTS IN THE FUND.

* * *

THE FUND IS NOT REGISTERED AS AN INVESTMENT COMPANY UNDER THE 1940 ACT. THE INTERESTS OFFERED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT, OR ANY STATE OR OTHER SECURITIES LAWS. INTERESTS IN THE FUND ARE OFFERED AND SOLD FOR INVESTMENT ONLY PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE SEC AND IN COMPLIANCE WITH APPLICABLE STATE OR OTHER SECURITIES LAWS.

THE INTERESTS ARE BEING OFFERED ONLY TO PERSONS WHO ARE (1) ACCREDITED INVESTORS WITHIN THE MEANING OF RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT AND (2) KNOWLEDGEABLE AND EXPERIENCED IN MANAGEMENT AND BUSINESS MATTERS SUCH THAT THEY ARE CAPABLE OF EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE FUND. THE FUND WILL BE OFFERED TO PROSPECTIVE INVESTORS PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 506(b) OF REGULATION D. UNDER RULE 506(b) GENERAL SOLICITATION AND ADVERTISING OF THE OFFERING ARE NOT ALLOWED.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR OTHER JURISDICTION IN WHICH AN OFFER OR SOLICITATION IS NOT LAWFUL OR AUTHORIZED OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO.

THE INTERESTS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.

AN INVESTMENT IN THE FUND INVOLVES RISK FACTORS THAT SHOULD BE REVIEWED CAREFULLY BY PROSPECTIVE INVESTORS. THERE IS NO ASSURANCE THAT THE FUND WILL ACHIEVE ITS INVESTMENT OBJECTIVE, AND INVESTMENT RESULTS MAY VARY SUBSTANTIALLY OVER TIME. INVESTMENT IN THE FUND IS THEREFORE SUITABLE FOR PROSPECTIVE INVESTORS WHO ARE ABLE TO BEAR THE LOSS OF A SUBSTANTIAL PORTION OR EVEN ALL OF THE MONEY INVESTED IN THE FUND.

TRANSACTIONS IN MARKETS LOCATED OUTSIDE OF THE UNITED STATES, INCLUDING MARKETS FORMALLY LINKED TO A UNITED STATES MARKET, MAY BE SUBJECT TO REGULATIONS THAT OFFER DIFFERENT OR DIMINISHED PROTECTION TO THE FUND AND ITS INTEREST OWNERS. FURTHER, UNITED STATES REGULATORY AUTHORITIES MAY BE UNABLE TO COMPEL THE ENFORCEMENT OF THE RULES OF REGULATORY AUTHORITIES OR MARKETS IN NON-UNITED STATES JURISDICTIONS WHERE TRANSACTIONS FOR THE FUND MAY BE EFFECTED.

EACH PROSPECTIVE INVESTOR IN THE FUND OFFERED HEREBY MUST ACQUIRE SUCH INTERESTS SOLELY FOR SUCH PROSPECTIVE INVESTOR'S OWN ACCOUNT, FOR INVESTMENT PURPOSES ONLY AND NOT WITH AN INTENTION OF DISTRIBUTION, TRANSFER OR RESALE, EITHER IN WHOLE OR IN PART.

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND ARE MADE OR INTENDED, AND NONE SHOULD BE INFERRED, WITH RESPECT TO THE ECONOMIC RETURN OR THE TAX CONSEQUENCES FROM AN INVESTMENT IN THE FUND. NO ASSURANCE CAN BE GIVEN THAT EXISTING TAX LAWS WILL NOT BE CHANGED OR INTERPRETED ADVERSELY.

NO OFFERING LITERATURE IN ANY FORM SHALL BE EMPLOYED IN THE OFFERING OF THESE INTERESTS EXCEPT FOR THIS MEMORANDUM, THE TRUST AGREEMENT, THE SUBSCRIPTION DOCUMENTS PROVIDED HERewith, AND THE SPONSOR'S PRESENTATION MATERIALS. NO PERSON OTHER THAN THE SPONSOR HAS BEEN AUTHORIZED TO MAKE REPRESENTATIONS, OR GIVE ANY INFORMATION, WITH RESPECT TO THESE INTERESTS, EXCEPT THE INFORMATION CONTAINED HEREIN, AND ANY INFORMATION OR REPRESENTATION NOT EXPRESSLY CONTAINED HEREIN OR OTHERWISE SUPPLIED BY THE SPONSOR IN WRITING MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE FUND OR THE SPONSOR.

A PROSPECTIVE INVESTOR SHOULD NOT SUBSCRIBE FOR INTERESTS UNLESS SATISFIED THAT IT AND/OR ITS ADVISOR, AGENT OR REPRESENTATIVE HAS ASKED FOR AND RECEIVED ALL INFORMATION THAT WOULD ENABLE IT TO EVALUATE THE MERITS AND RISKS OF THE PROPOSED INVESTMENT.

PRIOR TO THE SUBMISSION OF COMPLETED SUBSCRIPTION DOCUMENTS, EACH PROSPECTIVE INVESTOR AND/OR ITS ADVISORS, AGENTS AND REPRESENTATIVES MAY ASK QUESTIONS AND/OR REQUEST AND RECEIVE ADDITIONAL INFORMATION FROM THE SPONSOR CONCERNING ANY ASPECT OF THE FUND AND ITS PROPOSED INVESTMENTS AND OPERATIONS WHICH IS REASONABLY NECESSARY, IN THE SPONSOR'S SOLE DISCRETION, FOR THE PROSPECTIVE INVESTOR TO VERIFY THE ACCURACY OF THE INFORMATION SET FORTH HEREIN AND TO OTHERWISE MAKE AN INFORMED INVESTMENT DECISION, PROVIDED THE SPONSOR POSSESS SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE.

NEITHER THE DELIVERY OF THIS MEMORANDUM NOR ANY SALES MADE HEREUNDER SHALL UNDER ANY CIRCUMSTANCES CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE MATTERS DISCUSSED HEREIN SINCE THE DATE HEREOF.

FOR NON-U.S. RESIDENTS:

NO ACTION HAS BEEN OR WILL BE TAKEN IN ANY JURISDICTION OUTSIDE THE UNITED STATES OF AMERICA THAT WOULD PERMIT AN OFFERING OF THE INTERESTS, OR POSSESSION OR DISTRIBUTION OF OFFERING MATERIAL IN CONNECTION WITH THE ISSUANCE OF THE INTERESTS, IN ANY COUNTRY OR JURISDICTION WHERE ACTION FOR THAT PURPOSE IS REQUIRED. IT IS THE RESPONSIBILITY OF PROSPECTIVE INVESTORS TO SATISFY THEMSELVES AS TO FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT TERRITORY OUTSIDE THE UNITED STATES OF AMERICA IN CONNECTION WITH ANY SUCH PURCHASE, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE FORMALITIES.

FORWARD-LOOKING STATEMENTS

Certain statements contained in this Memorandum, including statements containing the words “anticipate,” “expect,” “believe,” “should,” “would,” “could,” “estimate,” “project,” “foresee,” “expect,” “intend,” “may,” “objective,” “plan,” “priority,” “continue,” “will,” or a variation of one of these words or words or phrases of similar import, constitute “forward-looking statements.” Such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Certain of these factors are discussed in more detail elsewhere in this Memorandum, including in the “RISK FACTORS” section. Given these uncertainties, Prospective Investors are cautioned not to place undue reliance on such forward-looking statements. We disclaim any obligation to update any such factors or to announce the result of any revisions to any of the forward-looking statements contained herein to reflect future events or developments.

In addition, all materials or documents supplied by the Fund, including any financial information or anticipated tax consequences of an investment in the Fund, should be considered speculative and are qualified in their entirety by the assumptions, information and risks disclosed in this Memorandum. Any projections are based on assumptions made by the Sponsor regarding future events. There is no assurance that actual events will correspond with these assumptions. Actual results for any period may or may not approximate projections and may differ significantly. Prospective investors should consult with their advisors regarding the validity and reasonableness of any factual, accounting and tax assumptions. Due to the significant uncertainties inherent in any prediction of future events, the inclusion of such forward-looking statements should be regarded as illustrations only and should not be treated as a representation made by the Sponsor or the Fund as to the certainty of future results and not relied upon in making an investment decision concerning this Memorandum.

Neither the Sponsor, the Fund, nor any other person or entity makes any representation or warranty as to the future profitability of the Fund or an investment in the Interests. In considering any prior performance information, Prospective Investors should bear in mind that past performance is not necessarily indicative of future results, and there can be no assurance that the Fund will achieve comparable results.

This Memorandum is part of a continuing Offering. Periodically, if there are material developments, the Sponsor and the Fund may, but are under no obligation to, supplement or amend this Memorandum. Any such supplement or amendment will modify and supersede any inconsistent or updated statement made in this Memorandum.

This Memorandum and the other documents and information provided to Prospective Investors is confidential and proprietary to the Sponsor and the Fund. It is provided to the Prospective Investor in confidence with the understanding that the Prospective Investor will observe and comply with the terms and conditions in this paragraph, the balance of this Memorandum and the other documents provided. The Prospective Investor's acceptance and retention of this Memorandum constitutes an agreement to be bound by such terms and conditions. If any of such terms or conditions are not acceptable, this Memorandum should be promptly returned to the Sponsor of the Fund.

Table of Contents

SUMMARY	7
DIRECTORY	16
INVESTMENT OBJECTIVE AND STRATEGY	17
FUND ADMINISTRATION	18
FEES AND EXPENSES	22
ALLOCATIONS / DISTRIBUTIONS	24
SPONSOR.....	27
TRUSTEE.....	29
VALUATIONS / REPORTING	33
REGULATORY MATTERS.....	36
TAXES.....	39
ERISA AND OTHER TAX-EXEMPT INVESTORS	44
FOREIGN INVESTORS	48
RISK FACTORS	50
CONFLICTS OF INTEREST / RELATED-PARTY TRANSACTIONS.....	60
PRIVACY POLICIES	62
SUBSCRIPTION PROCEDURE / ADDITIONAL INFORMATION	64

SUMMARY

The following information is presented as a summary of certain terms of the offering (“Offering”) and the Fund (as defined below). Accordingly, those persons interested in investing (“Prospective Investors”) should refer to the balance of this Memorandum for more complete information and should not rely solely on this information contained in this summary. This summary is qualified by the detailed formation appearing elsewhere in this Memorandum, the Trust Agreement (as defined below) and the Subscription Documents provided herewith (“Subscription Documents”). Various terms used and not defined in this Memorandum are defined in the Trust Agreement and/or the Subscription Documents.

The Fund

Yorkshire Agility Fund is a South Dakota Business Trust (“**Fund**”) formed on 30, 2021 and governed by the terms of a trust agreement with the Sponsor and the Trustee (defined below) dated May 1, 2022 (“**Trust Agreement**”). To the extent there is a conflict between the provisions of this Memorandum and the Trust Agreement, the provisions of this Memorandum will be controlling. The Fund is being operated as an exempt private fund under Section 3(c)(1) of the Investment Company Act of 1940, as amended (“**1940 Act**”).

Sponsor and Investment Management

The Sponsor of the Fund is Yorkshire Capital Investments LLC, a limited liability company, organized in the State of Florida (“**Sponsor**”). The Sponsor will have exclusive control over day-to-day operations of the Fund. In addition, the Sponsor will serve as the investment manager of the Fund and provide discretionary investment advisory and portfolio management services to the Fund as the investment trust adviser under South Dakota Codified Law (“**SDCL**”) Ch. 55-1B.

The Sponsor is not currently registered with the Securities and Exchange Commission (“**SEC**”) under the Investment Advisers Act of 1940 (“**Advisers Act**”); however, the Sponsor intends to engage a registered investment adviser or will complete the registration process if required.

Fund Investment Objective and Strategy

Objective. The Fund seeks long-term capital appreciation that outpaces the market (the “**Benchmark**”).

Strategy. The Fund plans to meet its objective by employing a tactical, go-anywhere approach. The Fund is opportunistic and may invest across all asset classes and/or market sectors at the Sponsor’s sole discretion . . . which the Fund defines based on market capitalization and/or industry classification. The Fund plans to primarily invest in approximately ten to fifteen individual stocks from the Nasdaq and S&P 100 along with exchange-traded funds (“**ETFs**”) that invest in equity securities of any market capitalization, including convertible equity

securities and fixed income ETFs. While the Fund seeks to be fully invested the Sponsor may attempt to protect against potential downside volatility by liquidating certain Portfolio Investments to cash to avoid major corrections at the Sponsor's sole discretion.

Investment Guidelines and Process

Guidelines. The Sponsor plans to invest the Fund portfolio in accordance with the following investment:

Asset Classes: Domestic, International, Large Cap, Mid Cap, Small Cap, Fixed Income, Cash

Sectors: Energy, Materials, Industrials, Utilities, Healthcare, Financials, Consumer Discretionary, Consumer Staples, Information Technology, Communication Services, Real Estate, Transportation

Security Types: U.S. Equities, American Depository Receipts, Exchange Traded Funds, Exchange Traded Notes, U.S. Treasuries, U.S. Corporate Bonds

Leverage: None

Liquidity: Appropriate amount of liquidity maintained.

Target Allocations:

Equity: 70%

Fixed Income: 30%

Note: The target allocations may vary based on market conditions, market movements and at the Sponsor's discretion.

The Investment Process.

Alpha Mode: Each Portfolio Investment receives a mathematical score based off of its price performance. If a Portfolio Investment is performing better or worse than anticipated, the Alpha model is responsive and will recommend an increase in or decrease in the Portfolio Investment and/or an alternative Portfolio Investment if necessary. If the Portfolio Investment is underperforming and no alternative Portfolio Investment appears promising, the Fund may simply liquidate all or a portion of the Portfolio Investment.

Beta Mode: EdgeTech's Beta models are our strategic investment management solution focused on targeting a certain level of market risk based upon a stated risk tolerance. Each Portfolio Investment is given a volatility score based off of its price performance. This volatility score is compared to the designated target and Portfolio Investment

allocations are quantitatively adjusted on a periodic basis to help maintain appropriate risk exposure regardless of the market environment.

Suitability

The ownership interests in the Fund (“*Interests*”) are intended to be held on a long-term basis. Therefore, the Fund is suitable only for those Prospective Investors and Interest Owners who are able to bear the potential loss and financial risks of an illiquid investment in the Fund for a substantial and indefinite period of time. See “RISK FACTORS.”

Subscriptions will be accepted only from those Prospective Investors (i) meeting the definition of Accredited Investor as set forth in Rule 501 of Regulation D under the Securities Act of 1933, as amended (“*Securities Act*”) and (ii) who are knowledgeable and experienced in management and business matters such that they are capable of evaluating the merits and risks of an investment in the Fund.

The Fund will be offered to Prospective Investors pursuant to the exemption from registration provided by Rule 506(b) of Regulation D. Under Rule 506(b) general solicitation and advertising of the Offering are not allowed.

Valuations

The Fund will be valued monthly (“*Valuation Period*”), and the last day of each Valuation Period will be the date on which the Fund is valued (“*Valuation Date*”). The Sponsor may direct the Trustee to perform a special valuation at any time. See “VALUATIONS / REPORTING.”

Target Offering and Minimum Fund Size

The Target Offering Size is \$15,000,000 and the Minimum Fund Size is \$10,000,000.

Currency

The currency of the Fund will be U.S. Dollars.

Minimum Investment

The investment of each Interest Owner in the Fund (“*Investment*”) is subject to a minimum of \$50,000; however, the Sponsor may, in its sole discretion, accept an Investment from a Prospective Investor in any amount.

Offering

The Offering commences on the date of this Memorandum. The Sponsor may, in its sole discretion, temporarily or permanently suspend the Offering at any time.

Subscriptions

Subscriptions for Interests may be made on the first day of any Valuation Period or at such other times as determined by the Sponsor in

its sole discretion. Persons or entities which have timely submitted completed and fully executed Subscription Documents and such other documents or agreements as the Sponsor may require (“**Subscribers**”) will be admitted to the Fund as Interest Owners, provided that the Sponsor accepts the Subscriber’s subscription. The Sponsor, in its sole discretion, may reject any subscription for any or no reason. By executing the Subscription Documents, Subscribers are agreeing to make the Investment in the Fund payable by check or wire transfer which must be received by the Fund within five (5) business days after acceptance of the Subscription Documents by the Sponsor. Subscribers will become Interest Owners when the Sponsor causes the Trustee to enter the Subscriber as an Interest Owner on the books of the Fund.

Other Classes of Interests

The Sponsor, in its sole discretion, has the right to create additional classes of Interests which may have terms that are different than those of the Interests offered by this Memorandum. However, the creation of additional classes of Interests may not materially and adversely change the rights or obligations of existing Interest Owners without the consent of Interest Owners holding at least 50% of the outstanding Interests of the Fund.

Term of the Fund

The Fund will continue until terminated at the election of the Sponsor or otherwise by operation of law, as provided for in the Trust Agreement.

Allocation of Profits and Losses

The profits and losses (including, taxable income, gain, deductions, loss and similar tax items) generated by the Fund will be allocated among the capital accounts of the Owners and the (“**Capital Accounts**”). The profits and losses will be allocated among the Capital Accounts in proportion to the ownership interest percentage of each Interest Owner and the Sponsor (“**Ownership Interest Percentage**”) as determined by their relative Investments. The *pro rata* allocations are made during the valuations of the Fund (“**Valuations**”) and increase / decrease the Capital Account balances of the Interest Owners and the Sponsor. See “ALLOCATIONS / DISTRIBUTIONS.”

Sponsor’s Performance Allocation

The Sponsor’s performance allocation is 20% of the net profits allocated to the Interest Owner’s Capital Account annually (payable after the Fund has met the Hurdle Rate, as defined below, with respect to the Interest Owner’s unreturned Investments and subject to a High-Water Mark, as defined below (“**Performance Allocation**”).

Hurdle Rate

The Sponsor’s Performance Allocation will be subject to a hurdle rate (“**Hurdle Rate**”) of a 6% annual rate of return compounded annually on

the unreturned Investments made by an Interest Owner, such that no allocation will be made to the Sponsor with respect to its Performance Allocation unless and until the Fund has met the Hurdle Rate. The Hurdle Rate will accrue from the date the Interest Owner's Investment is received by the Fund.

High-Water Mark

The Sponsor's Performance Allocation is subject an annual high-water mark ("**High-Water Mark**"). The High-Water Mark starts as the amount of the Interest Owner's initial Investment and then increases to the highest value of the Interest Owner's Capital Account at the end of each year, such that the Sponsor will not receive a Performance Allocation unless the Interest Owner's Capital Account at the end of the year exceeds the most recent / highest High-Water Mark.

Distributions

Although Distributable Proceeds (as defined in the "ALLOCATIONS / DISTRIBUTIONS" section of this Memorandum) may be distributed to Interest Owners at such times as determined in the Sponsor's sole discretion, no distributions are anticipated to be made by the Fund prior to the end of the Fund Term.

Only cash or marketable securities may be distributed prior to the final distribution following the dissolution and winding up of the Fund. If an Interest Owner prefers not to receive distributions of marketable securities, the Sponsor shall use commercially reasonable efforts to sell for cash any securities that would otherwise have been distributed to such Interest Owner; provided, however, (i) such efforts may not be successful, (ii) such sales may be at a substantial discount, (iii) the Sponsor will not be required to obtain the Interest Owner's approval for such sales and (iv) such sales will be final.

Management Fee

The Fund will pay the Sponsor a management fee ("**Management Fee**") of 2.25% per quarter based on the Investment of each Interest Owner. The Management Fee is payable quarterly in advance.

Trustee

Alta Trust Company, a South Dakota trust company ("**Alta Trust**"), serves as a directed trustee to the Fund ("**Trustee**") pursuant to South Dakota law SDCL §55-1B-2 and the Trust Agreement, and provides administrative services to the Fund pursuant to the Fund Administration Agreement with the Sponsor and the Fund ("**Fund Administration Agreement**").

Organizational and Offering Expenses

The Fund shall pay or reimburse the Sponsor for all fees and expenses reasonably and properly incurred in connection with the formation of the Fund, including, without limitation, the establishment fee paid to the

Trustee under the initial engagement agreement between the Sponsor and the Trustee, and any other costs and expenses incurred to set up the Fund and prepare the necessary documents to offer Interests in the Fund. The Sponsor may pay fees to registered broker-dealers and other persons (whether or not affiliated with the Sponsor) who are instrumental in the offer or sale of Interests in the Fund. Any such fees will in no event be payable by or chargeable to the Fund or any Interest Owner or Prospective Investor.

Ongoing Expenses

The Fund is responsible for all direct costs, fees and expenses incurred by or on behalf of the Fund in connection with its ongoing management and operations, including, without limitation: (i) the administrative fees and any other amounts to be paid to the Trustee under the Fund Administration Agreement; (ii) all costs, fees and expenses of the Fund directly related to the purchase, sale, valuation, retention or liquidation of Portfolio Investments (including all fees and commissions of brokers and custodians, bank fees, pricing services, attorney fees and transfer taxes); (iii) all federal, state and local taxes of the Fund; (iv) all costs, fees and expenses of the Fund relating to Interest Owners meetings (including travel, hotel and meals); (v) all costs and expenses of the Fund in the preparation and mailing of reports and notices to Interest Owners, including online portals; (vi) all fees and disbursements to the Fund's attorneys, accountants, advisors, auditors and consultants; (vii) all filing and recording fees; (viii) all interest expense of the Fund; and (ix) any extraordinary expenses of the Fund, such as litigation expenses (including attorney fees and indemnification costs) in connection with the Fund or any Portfolio Investment.

Sponsor Expenses

The Interest Owners will not be burdened with and the Sponsor agrees to assume and pay all of the Sponsor's overhead and normal operating expenses ("*Sponsor Expenses*") regardless of whether attributable to the Fund's investment activities or operations, including, without limitation: (i) routine, recurring expenses incident to the activities of the Sponsor on behalf of the Fund; (ii) compensation and benefits of the officers and employees of the Sponsor and its affiliates; (iii) clerical, legal, accounting and support services performed by employees of the Sponsor and/or its affiliates; (iv) expenses incurred in maintaining the Sponsor's registration as an investment adviser; (v) costs and expenses of entertainment, including speaker fees, incurred in connection with conferences or meetings; and (vi) office space, furniture, computers, telephones, facilities, utilities and communications.

Leverage

See "RISK FACTORS"

Brokerage Practices

The Fund will use reputable brokers for all publicly traded securities held by the Fund. Portfolio transactions for the Fund and for other accounts and entities which the Sponsor or its principals may advise or invest for, generally will be allocated to brokers on the basis of best execution and in consideration of such brokers' provision of, or payment of the costs of, certain services and products that are of benefit to the Fund, the Sponsor, and such other accounts and entities. See "FUND ADMINISTRATION."

Tax Considerations

The Fund has elected to be treated as a partnership for U.S. federal income tax purposes. As such, the Fund is not subject to U.S. federal income tax and each Interest Owner will be required to include in computing its U.S. federal income tax liability its allocable share of the items of income, gain, loss and deduction of the Fund, regardless of whether there are any distributions by the Fund to the Interest Owner. Each Prospective Investor is advised to consult its own tax adviser as to the income tax consequences to such investor of an investment in the Fund. See "TAXES."

ERISA and Other Tax-Exempt Investors

Since the Fund may generate "unrelated business taxable income" within the meaning of the Internal Revenue Code of 1986, as amended ("*Code*"), an investment in the Fund may not be suitable for pension and other funds subject to the Employee Retirement Income Security Act of 1974, as amended ("*ERISA*"), or other plans or organizations that are generally exempt from income taxation pursuant to Section 501(c)(3) of the Code. See "ERISA AND OTHER TAX-EXEMPT INVESTORS."

Transferability of Interests

The Fund has been designed and structured so as not to permit any transfers, withdrawals or redemptions of Interests without the prior written approval of the Sponsor in its sole discretion, which may require, among other things, the written opinion of legal counsel to or approved by the Fund that such proposed sale, transfer, withdrawal, redemption or other disposition is consistent with all applicable provisions of the Securities Act, 1940 Act, the rules and regulations promulgated under each of such acts and any applicable state "blue sky" or securities laws. See "FUND ADMINISTRATION."

Required Withdrawals

The Sponsor may, in its sole discretion, require any Interest Owner to withdraw from the Fund, with or without cause, if the Sponsor shall determine, in its sole discretion that such termination and withdrawal shall be in the best interests of the Fund. The Sponsor shall give prior written notice of such termination to such Interest Owner. Such required

withdrawal could result in adverse tax and/or economic consequences to such Interest Owner.

Liability Limitation and Indemnification of the Sponsor and the Trustee

The Trust Agreement (and in the case of the Trustee, the Fund Administration Agreement) provides for limitations on the liability and for the indemnification of the Sponsor, the Trustee and each of their affiliates and each of its and their respective principals, managers, members, officers, directors, employees, contractors, equity holders, agents, consultants, servants, delegates and representatives, except that no such indemnification or limitation of liability will relieve any person or entity from liability for their own fraud, gross negligence or willful misconduct.

Conflicts of Interest / Related-Party Transactions

The Sponsor, the Trustee or their principals may be affiliated with or render services to other investment entities or accounts, including entities or accounts with investment goals and strategies similar to those of the Fund.

The Sponsor, the Trustee or their principals or affiliates may take action with respect to any of its or their other clients, or for itself or themselves, which may differ from advice given, or the timing or nature of action taken, with respect to the Fund. For instance, the Fund may sell investments at a time when the Sponsor is advising other clients to buy the same investments, or vice versa.

The Sponsor, the Trustee or their principals or affiliates also may be or become related to other service providers who will provide services to and receive compensation from the Fund.

As the Sponsor and the Trustee will be receiving compensation for serving as Sponsor and Trustee, respectively, the Sponsor, the Trustee or their respective principals or affiliates may have a conflict of interest in recommending that its or their clients or other persons purchase Interests in the Fund.

The Investment Management Agreement between the Sponsor and the Fund is a related-party transaction which was not subject to “arms-length” negotiation. The Sponsor unilaterally determined the terms and conditions of and the compensation payable pursuant to the Investment Management Agreement and, therefore, they may not reflect a market rate of compensation and/or commonly accepted terms and conditions.

The Fund may purchase interests in Portfolio Investments with which the Sponsor, the Trustee or their principals are affiliated or have direct or indirect financial or other interests. For example, the Sponsor and/or

an affiliate of the Sponsor may receive fees in connection with the Portfolio Investment.

See “CONFLICTS OF INTEREST / RELATED-PARTY TRANSACTIONS.”

Risks

PROSPECTIVE INVESTORS SHOULD NOTE THAT AN INVESTMENT IN THE FUND INVOLVES A SIGNIFICANT AMOUNT OF RISK, INCLUDING THE POSSIBILITY OF A TOTAL LOSS OF INVESTMENT. PROSPECTIVE INVESTORS SHOULD CAREFULLY CONSIDER THE RISK FACTORS DISCUSSED UNDER “RISK FACTORS.”

Audits

The Fund will be audited by a third-party auditor selected in the sole discretion of the Sponsor.

**Financial Statements /
Reports to Interest
Owners**

Audited annual financial statements of the Fund are to be distributed to all Interest Owners within 120 days of the end of the Fund’s Fiscal Year. The Interest Owners also will receive: (i) annual tax information for the completion of income tax returns; (ii) a statement for each Valuation Period detailing the Interest Owner’s Capital Account; and (iii) from time to time, unaudited periodic reports at the discretion of the Sponsor.

Fiscal Year

Calendar Year End

DIRECTORY

Sponsor/Principal Office of the Fund:

Yorkshire Capital Investments LLC
Yorkshire Agility Fund
111 North Orange Avenue
Orlando, Florida 32801
Phone: 407-495-2004
Email: chris@oxfordadvisorygroup.com

Registered Office of the Fund:

Yorkshire Agility Fund
101 South Main Avenue
Suite 310
Sioux Falls, SD 57104
Phone: 303-996-3781
Email: privatefunds@trustalta.com

Trustee/Administrator:

Alta Trust Company
Yorkshire Agility Fund
101 South Main Avenue
Suite 310
Sioux Falls, SD 57104
Phone: 303-996-3781
Email: privatefunds@trustalta.com

Tax Accountant/Auditor:

Cohen & Company, Ltd.
342 N. Water St.,
Suite 830
Milwaukee, WI 53202
Phone: (216) 579-1040
Email: altatrust@cohen CPA.com

INVESTMENT OBJECTIVE AND STRATEGY

Fund Investment Objective and Strategy

Objective. The Fund seeks long-term capital appreciation that outpaces the market (the Benchmark).

Strategy. The Fund plans to meet its objective by employing a tactical, go-anywhere approach. The Fund is opportunistic and may invest across all asset classes and/or market sectors at the Sponsor's sole discretion . . . which the Fund defines based on market capitalization and/or industry classification. The Fund plans to primarily invest in approximately ten to fifteen individual stocks from the Nasdaq and S&P 100 along with exchange-traded funds ("*ETFs*") that invest in equity securities of any market capitalization, including convertible equity securities and fixed income ETFs (each a Portfolio Investment). While the Fund seeks to be fully invested the Sponsor may attempt to protect against potential downside volatility by liquidating certain Portfolio Investments to cash to avoid major corrections at the Sponsor's sole discretion.

Investment Guidelines and Process

Guidelines. The Sponsor plans to invest the Fund portfolio in accordance with the following investment guidelines:

Asset Classes: Domestic, International, Large Cap, Mid Cap, Small Cap, Fixed Income, Cash

Sectors: Energy, Materials, Industrials, Utilities, Healthcare, Financials, Consumer Discretionary, Consumer Staples, Information Technology, Communication Services, Real Estate, Transportation

Security Types: U.S. Equities, American Depository Receipts, Exchange Traded Funds, Exchange Traded Notes, U.S. Treasuries, U.S. Corporate Bonds

Leverage: None

Liquidity: Appropriate amount of liquidity maintained

The Investment Process

Alpha Mode: Each Portfolio Investment receives a mathematical score based off of its price performance. If a Portfolio Investment is performing better or worse than anticipated, the Alpha model is responsive and will recommend an increase in or decrease in the Portfolio Investment and/or an alternative Portfolio Investment if necessary. If the Portfolio Investment is underperforming and no alternative Portfolio Investment appears promising, the Fund may simply liquidate all or a portion of the Portfolio Investment.

Beta Mode: EdgeTech's Beta models are our strategic investment management solution focused on targeting a certain level of market risk based upon a stated risk tolerance. Each Portfolio Investment is given a volatility score based off of its price performance. This volatility score is compared to the designated target and Portfolio Investment allocations are quantitatively adjusted on a periodic basis to help maintain appropriate risk exposure regardless of the market environment.

FUND ADMINISTRATION

The Offering / Suitability

The Fund is offering, through this Memorandum, Interests to eligible investors (each purchaser of an Interest being an Interest Owner). The Interests are intended to be held on a long-term basis. Therefore, the Fund is suitable only for those Prospective Investors who are able to bear the potential loss and financial risks of an illiquid investment in the Fund for a substantial and indefinite period of time. See “RISK FACTORS.”

Investment in the Fund may not be suitable for ERISA plans, individual retirement accounts, charitable remainder trusts and certain other tax-exempt investors. See “ERISA AND OTHER TAX-EXEMPT INVESTORS.”

The Offering commences on the date of this Memorandum. The Sponsor may, in its sole discretion, temporarily or permanently suspend the Offering at any time.

The Fund will be offering to Prospective Investors pursuant to the exemption from registration provided by Rule 506(b) of Regulation D under the Securities Act. Under Rule 506(b), general solicitation and advertising of the offering are not allowed.

All investors must be (i) “accredited investors” within the meaning of Rule 501 of Regulation D under the Securities Act and (ii) knowledgeable and experienced in management and business matters such that they are capable of evaluating the merits and risks of an investment in the Fund.

Accredited investors include, without limitation: (i) natural persons who have a net worth, taken together with the net worth of their spouse or spousal equivalent, in excess of \$1,000,000 (excluding residence, furniture and automobiles) or who had individual income of more than \$200,000 in each of the prior two calendar years, or joint income with their spouse or spousal equivalent in excess of \$300,000 for each of those years, and who reasonably expect to reach the same income level in the current year; (ii) individuals in good standing holding Series 7, 65 or 82 licenses; (iii) individuals who are “knowledgeable employees” of the Fund; (iv) investment partnerships and other entities consisting of such persons; (v) SEC and state registered investment advisers; (vi) exempt reporting advisers; (vii) rural business investment companies; and (viii) entities with assets in excess of \$5,000,000. See “SUBSCRIPTION PROCEDURE / ADDITIONAL INFORMATION.”

The Sponsor may, in its sole discretion, accept or decline to admit any Prospective Investor.

All Prospective Investors should carefully review the “CERTAIN FEDERAL INCOME TAX CONSIDERATIONS” section of this Memorandum and consult their accountants and tax and legal advisors.

The Fund is being operated as an exempt fund under Section 3(c)(1) of the 1940 Act. As a result, the number of Interest Owners in the Fund is limited to no more than 100 persons.

Management of the Fund

The Sponsor will have exclusive control over day-to-day operations of the Fund. The Sponsor will also serve as the investment manager of the Fund and provide discretionary investment advisory and portfolio management services to the Fund. The Sponsor, and not the Trustee, is responsible for the Fund's compliance with the Fund's investment strategy, guidelines and restrictions, and the Sponsor's and the Fund's compliance with applicable federal and state statutes, regulations, exemptions and filing requirements. The Sponsor is not currently registered with the SEC under the Advisers Act; however, the Sponsor intends to engage a registered investment adviser or will complete the registration process if required. Pursuant to the Trust Agreement, the principals of the Sponsor will devote as much time to the business of the Fund as the Sponsor, in its sole discretion, deems advisable. The Interest Owners do not have any right to participate in the management of the Fund and have limited or no voting rights.

Indemnification of the Sponsor and the Trustee

The Trust Agreement provides for limitations on the liability of, and for the indemnification of, the Sponsor, the Trustee and each of their affiliates and each of its and their respective principals, managers, members, officers, directors, employees, contractors, equity holders, agents, consultants, servants, delegates and representatives, except that no such indemnification or limitation of liability will relieve any person or entity from liability for their own fraud, gross negligence or willful misconduct.

Interest Owners; Investments

Subscriptions for Interests may be made on the first day of any Valuation Period or at such other times as determined by the Sponsor in its sole discretion. Subscribers which have timely submitted completed and fully executed Subscription Documents, such other documents or agreements as the Sponsor may require and payment of the Investment amount will be admitted to the Fund upon the next Valuation Date as Interest Owners; provided that the Sponsor accepts the Subscriber's subscription. The Sponsor, in its sole discretion, may reject any subscription for any or no reason. A Subscriber shall become an Interest Owner when the Sponsor causes the Trustee to enter the Subscriber as an Interest Owner on the books of the Fund.

The minimum Investment by each Interest Owner is \$50,000; however, the Sponsor may, in its sole discretion, accept an Investment from a Prospective Investor in any amount. Unless waived by the Sponsor, all Investments must be made by check or wiring cash to the Fund's bank account and received by the Fund within five (5) business days of the Sponsor's acceptance of the Subscription Documents. The Sponsor, in its sole discretion, may agree to accept Investments in the form of securities.

Transferability of Interests

The Fund has been designed and structured so as not to permit any transfers, withdrawals or redemptions of Interests without the prior written approval of the Sponsor in its sole discretion, which may require, among other things, the written opinion of legal counsel to or approved by the Fund that such proposed sale, transfer, withdrawal, redemption or other disposition is consistent with all applicable provisions of the Securities Act, 1940 Act, the rules and regulations promulgated under each of such acts and any applicable state "blue sky" or securities laws. Any transfer or purported transfer of Interests not made in accordance with the Trust Agreement and with the approval of the Sponsor shall be null and void. Notwithstanding this restriction, generally, upon the death of an Interest Owner, the Interest Owner's estate shall succeed to such

Interest Owner's Interests. Thereupon, the estate of a deceased Interest Owner may transfer all or any portion of the Interests pursuant to the deceased Interest Owner's will, other testamentary documents or the laws of intestacy. Such transferee(s) shall succeed to the transferor's rights in the Interests transferred and shall be deemed to be an Interest Owner of the Fund; provided, however, (i) in order to become an Interest Owner, each transferee must submit completed Subscription Documents, be an accredited investor and otherwise satisfy the requirements of the Subscription Documents and (ii) the Sponsor may reject the Subscription Documents and/or elect to treat such transfer as a request for withdrawal immediately prior to such transfer, in the Sponsor's sole discretion.

Required Withdrawals

The Sponsor may, in its sole discretion, require any Interest Owner to withdraw from the Fund, with or without cause, if the Sponsor shall determine, in its sole discretion, that such termination and withdrawal shall be in the best interests of the Fund. The Sponsor shall give not less than fifteen (15) days' prior written notice of such termination and required withdrawal to such Interest Owner. The value of an Interest Owner's Interest in the Fund upon a required withdrawal shall be equal to the amount in such Interest Owner's closing Capital Account as of the last day of the applicable Valuation Period. Such required withdrawal could result in adverse tax and/or economic consequences to such Interest Owner.

Withdrawal and Redemption Payments; Establishment of Reserves

The value of an Interest Owner's interest in the Fund upon a withdrawal or redemption is equal to the amount in such Interest Owner's closing Capital Account as of the last day of the Valuation Period. Partial or full withdrawals or redemptions may be paid in any combination of cash and securities, in the Sponsor's sole discretion. Transaction costs involved in a withdrawal or redemption may be charged to the withdrawing or redeeming Interest Owner. The Sponsor may withhold payment of all or any part of the amount withdrawn or redeemed by an Interest Owner to establish such reserves for contingencies as the Sponsor, in its sole discretion, may deem advisable. The Sponsor generally will confirm in writing within five (5) business days of receipt of a withdrawal or redemption request whether such request has been timely received in good order and is approved or denied. Interest Owners failing to receive such written confirmation from the Sponsor within five (5) business days should contact the Sponsor to obtain the same. Failure by the Interest Owner to obtain such written confirmation will render the withdrawal or redemption request null and void.

Other Classes of Interests

The Sponsor, in its sole discretion, has the right to create additional classes of Interests which may have terms that are different than those of the Interests offered by this Memorandum. However, the creation of additional classes of Interests may not materially and adversely change the rights or obligations of existing Interest Owners without the consent of Interest Owners holding at least 50% of the outstanding Interests of the Fund.

Brokerage Practices

The Fund will use reputable brokers for all publicly traded securities held by the Fund. The Sponsor will look to leverage and maximize relationship value and may employ the services of third parties and other broker-dealers to effectuate and process trade requests. Therefore, price is not the sole factor considered,

and is only one of many. The Fund may also consider the quality of the brokerage services provided, including value of reputation, execution capabilities, commission rates, and responsiveness. Accordingly, the Fund or an Interest Owner may pay higher custodial costs, commissions and/or trading costs than those that may be available elsewhere.

Portfolio transactions for the Fund and for other accounts and entities which the Sponsor or its principals may advise or invest for, generally will be allocated to brokers on the basis of best execution and in consideration of such brokers' provision or payment of the costs of certain products and services that are of benefit to the Fund, the Sponsor, and other accounts and entities. These products and services may take the form of research, special execution capabilities, clearance, settlement, reputation, net price, on-line pricing, block trading and block positioning capabilities, willingness to execute related or unrelated difficult transactions in the future, order of call, on-line access to computerized data regarding client accounts, performance measurement data, consultations, economic and market information, portfolio strategy advice, industry and Fund comments, technical data, information technology services, recommendations, general reports, financial strength and stability, efficiency of execution and error resolution. These products and services are often referred to as "soft dollars" and may be used by the Sponsor not only for the Fund but for other funds or clients as well.

From time to time the Fund may purchase securities which constitute a "new issue" under Financial Industry Regulatory Authority ("*FINRA*") Rule 5130. This Rule prohibits a FINRA member from selling any "new issue" (defined as any initial public offering of an equity security) to an account in which "Restricted Persons" have in the aggregate beneficial interests in excess of ten percent (10%). Essentially, a "Restricted Person" includes (i) a broker-dealer and its personnel, and (ii) certain persons associated with banks, savings and loan institutions, insurance companies, investment companies, investment advisers, and collective investment accounts such as hedge funds, investment funds, investment corporations and other collective investment vehicles that are engaged primarily in the purchase and sale of securities.

Term of the Fund

The Fund will continue until terminated at the election of the Sponsor or otherwise by operation of law, as provided for in the Trust Agreement.

FEES AND EXPENSES

Organizational Expenses

The Fund shall pay or reimburse the Sponsor for all fees and expenses reasonably and properly incurred in connection with the formation of the Fund, including, without limitation, the establishment fee paid to the Trustee under the initial engagement agreement between the Sponsor and the Trustee, any other fees, costs and expenses incurred to set up the Fund and prepare the necessary documents to offer Interests in the Fund. The Sponsor may pay fees to registered broker-dealers and other persons (whether or not affiliated with the Sponsor) who are instrumental in the offer or sale of Interests in the Fund. Any such fees will in no event be payable by or chargeable to the Fund or any Interest Owner or Prospective Investor.

Ongoing Expenses

The Fund is responsible for all costs, fees and expenses incurred by or on behalf of the Fund in connection with its ongoing management and operations, including, without limitation: (i) the administrative fees and any other amounts to be paid to the Trustee under the Fund Administration Agreement; (ii) all costs, fees and expenses of the Fund directly related to the purchase, sale, valuation, retention or liquidation of Portfolio Investments (including all fees and commissions of brokers and custodians, bank fees, pricing services, attorney fees and transfer taxes); (iii) all federal, state and local taxes of the Fund; (iv) all costs, fees and expenses of the Fund relating to Interest Owners meetings (including travel, hotel and meals); (v) all costs and expenses of the Fund relating to the preparation and mailing of reports and notices to Interest Owners, including online portals; (vi) all fees and disbursements to the Fund's attorneys, accountants, advisors, auditors and consultants; (vii) all filing and recording fees of the Fund; (viii) all interest expense of the Fund; and (ix) any extraordinary expenses of the Fund, such as litigation expenses (including attorney fees and indemnification costs) in connection with the Fund or any Portfolio Investment.

The Interest Owners will not be burdened with and the Sponsor agrees to assume and pay all of the Sponsor's Expenses, including, without limitation: (i) routine, recurring expenses incident to the activities of the Sponsor on behalf of the Fund; (ii) compensation and benefits of the officers and employees of the Sponsor and its affiliates; (iii) clerical, legal, accounting and support services performed by employees of the Sponsor and/or its affiliates; (iv) expenses incurred in maintaining the Sponsor's registration as an investment adviser; (v) costs and expenses of entertainment, including speaker fees, incurred in connection with conferences or meetings; and (vi) office space, furniture, computers, telephones, facilities, utilities, and communications.

Management Fee

Pursuant to the Investment Management Agreement between the Sponsor and the Fund, the Fund will pay the Sponsor a 2.5% per annum based on the total value of the portfolio that is managed by the Sponsor (including margin or borrowed funds). The Management Fee commences on the first date on which Subscription Documents are accepted by the Sponsor ("Subscription Date") and is payable monthly in advance.

The Management Fee shall be assessed on a *pro rata* basis to each Interest Owner based on the Interest Owner's Capital Account balance at the beginning of each month. Management Fees are nonrefundable.

The Sponsor shall have the right to waive all or a part of the Management Fee with respect to one or more Interest Owners from time to time in its sole discretion. The Sponsor also may pay over a portion of the Management Fee to one or more registered broker-dealers or other persons who introduce investors or perform other services for the Fund or the Sponsor.

See the “TRUSTEE” section of this Memorandum for the establishment and administrative fees, costs and expenses to be paid to the Trustee pursuant to the Trust Agreement and Fund Administration Agreement.

ALLOCATIONS / DISTRIBUTIONS

ALLOCATIONS

Allocations of Profits and Losses

The profits and losses (including, taxable income, gain, deductions, loss and similar tax items) generated by the Fund will be allocated among the Capital Accounts of the Interest Owners and the Sponsor. The profits and losses will be allocated among the Capital Accounts in proportion to the Ownership Interest Percentage of each Interest Owner and the Sponsor as determined by their relative Investments and shall be adjusted for any Performance Allocations. The *pro rata* allocations are made during the Valuations of the Fund and increase / decrease the Capital Account balances of the Interest Owners and the Sponsor.

The Investments and corresponding Ownership Interest Percentages of the Interest Owners and the Sponsor will not be affected by distributions or deemed distributions to the Interest Owners or the Sponsor. However, the Ownership Interest Percentages may change over time due to redemptions of Interests or withdrawals of Interest Owners or the Sponsor.

For accounting purposes, profits or losses of the Fund for a particular period will be measured in terms of the increase or decrease in the net assets of the Fund from the beginning to the end of the Valuation Period, after giving effect to the expenses of the Fund for such period. In calculating profits or losses, investments will be valued on a “marked-to-market” basis, with the result that the profits or losses for a particular period will not necessarily reflect amounts which have been or will be realized or sustained.

Sponsor’s Performance Allocation

The Sponsor’s Performance Allocation is 20% of the net profits allocated to the Interest Owner’s Capital Account annually payable after the Fund has met the Hurdle Rate with respect to the Interest Owner’s unreturned Investments and subject to a High-Water Mark (as defined below).

At the close of each Valuation Period, subject to the limitations set forth herein, the Performance Allocation is debited against the Capital Account of each Interest Owner and simultaneously credited to the Capital Account of the Sponsor.

The Sponsor may waive all or part of the Performance Allocation with respect to one or more Interest Owners from time to time in its sole discretion. The Sponsor may also pay over a portion of the Performance Allocation to one or more registered broker-dealers or other persons who introduce investors or perform other services for the Fund or the Sponsor.

Hurdle Rate

The Sponsor’s Performance Allocation will be subject to a Hurdle Rate of a 6% annual rate of return compounded annually on the unreturned Investments made by an Interest Owner, such that no allocation will be made to the Sponsor with respect to its Performance Allocation unless and until the Fund has met

the Hurdle Rate. The Hurdle Rate will accrue from the date the Interest Owner's Investment is received by the Fund.

High-Water Mark

The Sponsor's Performance Allocation is subject to an annual High-Water Mark. The High-Water Mark starts as the amount of the Interest Owner's initial Investment and then increases to the highest value of the Interest Owner's Capital Account at the end of each year, such that the Sponsor will not receive a Performance Allocation unless the Interest Owner's Capital Account at the end of the year exceeds the most recent / highest High-Water Mark.

By way of example only (and not necessarily indicative of the actual terms of the Sponsor's Performance Allocation or results of an Investment in the Fund), if the Sponsor's Performance Allocation were 10% of the net profits allocated to the Interest Owner's Capital Account annually, and the High Water Mark were determined annually: If the Capital Account of an Interest Owner with an initial Investment of \$500,000 were to increase to \$600,000 by the end of the first year, the Sponsor would have earned a Performance Allocation equal to \$10,000, being 10% of the \$100,000 net gain, and the High-Water Mark at the end of the first year would be \$590,000 (\$600,000, less the Sponsor's Performance Allocation of \$10,000). Accordingly, the Interest Owner's Capital Account would have to exceed \$590,000 in subsequent years before the Sponsor would earn an additional Performance Allocation. If at the end of the second year, the Capital Account had decreased to \$575,000, no Performance Allocation would be due to the Sponsor, and \$590,000 would remain the High-Water Mark. If at the end of the third year, the Capital Account had increased to \$640,000, a Performance Allocation of \$5,000 would be due to the Sponsor (the Performance Allocation would be calculated on the gain in excess of the High-Water Mark of \$590,000, or 10% of \$50,000) and the new High-Water Mark would be \$6635,000 (\$640,000, less the Sponsor's Performance Allocation of \$5,000). The calculations and amounts set forth in the foregoing example do not account or provide for any additional Investments, withdrawals, redemptions, transfers or other transactions which may affect the Interest Owner's Capital Account. The foregoing Performance Allocations also would be subject to the Hurdle Rate, such that no Performance Allocations would be made to the Sponsor unless and until the Fund had met the Hurdle Rate.

DISTRIBUTIONS

Distributable Proceeds

"Distributable Proceeds" means, as of any date, the excess of (i) the cash received by the Fund from any sale or other disposition of, or dividends, interest or other income from or with respect to, a Portfolio Investment or otherwise attributable to a Portfolio Investment, or otherwise received by the Fund from any source (other than Investments), over (ii) amounts necessary for the payment of the Fund's expenses and any Reserves established by the Sponsor; and subject to any other distribution limitations under applicable law.

Distributions

Although Distributable Proceeds (as defined in the "ALLOCATIONS / DISTRIBUTIONS" section of this Memorandum) may be distributed to Interest Owners at such times as determined in the Sponsor's sole

discretion, no distributions are anticipated to be made by the Fund prior to the end of the Fund Term.

Tax credits and tax payments allocated to, or made directly or indirectly by, the Fund will be deemed to have been distributed to the Interest Owners.

Only cash or marketable securities may be distributed prior to the final distribution following the dissolution and winding up of the Fund.

If an Interest Owner prefers not to receive distributions of marketable securities, the Sponsor shall use commercially reasonable efforts to sell any securities that would otherwise have been distributed to such Interest Owner for cash; provided, however, (i) such efforts may not be successful, (ii) such sales may be at a substantial discount, (iii) the Sponsor will not have to obtain the Interest Owner's approval for such sales and (iv) such sales will be final.

SPONSOR

Yorkshire Capital Investments LLC a limited liability company organized in the State of Florida is the Sponsor of the Fund. The Sponsor will have exclusive control over day-to-day operations of the Fund. The Sponsor will also serve as the investment manager of the Fund and provide discretionary investment advisory and portfolio management services to the Fund. The Sponsor is not currently registered with the SEC under the Advisers Act; however, the Sponsor intends to engage a registered investment adviser or will complete the registration process if required.

Sponsor Information

The speed at which information flows today makes it more important than ever to make informed investment choices. These investment choices should be based on a strategy that is active and quantifiable while filtering out emotional responses and the noise of an ever-growing amount of daily information.

When an allocated portfolio is “rebalanced”, it’s taking weight from assets that have done better than others to give to those that have underperformed. EdgeTech lets our winners run as long as it still makes sense for the portfolio. Why get off a winning horse?

Being under-reactive some models like to look at long lengths of data to make determinations about right now. This can make models lethargic and slow to react. EdgeTech is not a day trading process but we certainly understand the value of timely reaction.

The EdgeTech technology is designed to harness the power of statistical probabilities and mathematical precision to make trades based on current market dynamics, taking emotional trading decisions completely out of the equation.

The mathematical technology isn’t meant to be predictive or create what-if scenarios, it’s there to observe what is occurring in the market and react with actionable decisions as a result. We recognize clients have different needs and preferences to how their money is managed which is why we offer two different options for observation- Alpha mode and Beta mode.

Principals of the Sponsor

Samuel J. Dixon, RFC - Managing Partner

As a managing partner of Oxford Advisory Group, Samuel J. Dixon is focused on retirement planning, IRA legacy planning and investments for retirees, executives and small-business owners. He routinely offers informational seminars on risk aversion in retirement and developing a steady and reliable retirement plan.

Samuel also contributes articles that are featured in financial publications such as Kiplinger.

Samuel is an Investment Adviser Representative of AE Wealth Management, LLC. He has passed the Series 65 securities exam and also holds his insurance licenses in Florida and South Carolina. Samuel graduated from the College of Business at Florida State University with a degree in risk management and insurance with a focus in financial planning and wealth management.

Samuel and his wife, Katie, are raising their children, Clark and Callan. He teaches youth at his church and enjoys boating on Lake Butler with his family.

Samuel and his brother Christopher co-host the radio show “Reinventing Retirement” on WFLA 93.1 and WORL 105.5 on the weekends.

Christopher J. Dixon, RFC – Managing Partner

Christopher Dixon is a managing partner of Oxford Advisory Group. He is a Registered Financial Consultant focused on helping retirees develop retirement strategies designed to meet their long-term financial goals.

Christopher is a speaker at the firm’s informational seminars on Taxes in Retirement.

Christopher and his brother Samuel co-host the “Reinventing Retirement” radio show on WFLA 93.1 and WORL 105.5 on the weekends. Christopher also invented the Pre/Post Mixer Bottle, a nationally known sports bottle.

Christopher got his start in the industry as a founding member of Oxford Advisory Group. He holds insurance licenses in Florida and South Carolina and has a Bachelor of Science from Utah State University. He graduated with Political Science Honors.

In his spare time, Christopher likes spending time with his wife, Makenzie, his son, Jackson, and daughter, Adelaide. He enjoys college football, boating on Lake Butler and playing golf. In addition, he’s an active member of his church and teaches Sunday school.

TRUSTEE

Trustee Information

Alta Trust, a trust company chartered in the State of South Dakota, serves as Trustee of the Fund. Alta Trust was founded in November 2007 and provides trustee and fund services. Alta Trust primarily services private funds, collective investment trusts, and personal/family trusts. Since its founding, Alta Trust has successfully serviced hundreds of funds. Alta Trust undergoes a Statement on Standards for Attestation Engagements (SSAE) 18 audit of its fund valuation process each year to help ensure the highest level of quality to its clients.

Management of Alta Trust

Executive Team

Mark Ponder, Chairman of the Board

Mark has worked in the financial services industry since 1980. His experience includes, bank/trusts, broker/dealers, registered investment advisers, and third-party administration and recordkeeping for retirement plans. After successfully exiting his registered investment advisory firm, Mark turned his attention to Alta Trust, which he co-founded.

Adam Ponder, President and CEO

Adam Ponder is the co-founder of Alta Trust. Previously, Adam served as vice president of a registered investment advisory firm and recordkeeping/third-party administrator firm.

Stephen Ponder, Executive Vice President

Stephen Ponder has been with Alta Trust since 2012 and has extensive expertise in fund administration and the associated rules and regulations. He actively assists in fund compliance with state and federal laws.

Nathan Crisenberry, Chief Operating Officer

Nathan has been with Alta Trust since 2008. Nathan oversees Alta Trust's operations and works closely with the Sponsor to help ensure that the Fund is operating appropriately.

Services Provided by the Trustee

Alta Trust serves as a directed trustee to the Fund pursuant to SDCL §55-1B-2 and the Trust Agreement and provides administrative services to the Fund pursuant to the Fund Administration Agreement. The Trustee, among other things: (i) maintains the register of Interest Owners of the Fund and generally performs actions related to the admission, transfer and withdrawal of Interest Owners in the Fund at the direction of the Sponsor; (ii) reviews subscriptions; (iii) accepts the Investments on behalf of the Fund; (iv) computes and disseminates Valuations of the Fund and the value of each Interest Owner's Capital Account in accordance with this Memorandum and the Trust Agreement and subject to the Sponsor's approval; (v) keeps the accounts of the Fund and such financial books and records as are required by law or otherwise for the proper conduct of the financial affairs of the Fund; (vi) assists with the preparation of annual

financial statements of the Fund and furnishes such statements, as well as reports to Interest Owners; (vii) communicates with Interest Owners; and (viii) performs other accounting and clerical services in connection with the administration of the Fund.

Other than as set forth in the Trust Agreement, the services provided by Alta Trust are purely administrative in nature. Alta Trust has no responsibilities or obligations other than those specifically set forth in the Trust Agreement and the Fund Administration Agreement. No assumed or implied legal or fiduciary duties or services are accepted by or will be asserted against Alta Trust. Alta Trust does not provide tax, legal or investment advice. Alta Trust has no duty to communicate with Interest Owners other than as set forth in the Trust Agreement and the Fund Administration Agreement. Alta Trust does not verify the existence of, nor does it perform any due diligence on the Fund's assets or underlying investments, including, without limitation, investments in or via related or affiliated entities. In connection with the payment processing functions, Alta Trust may assist the Sponsor with, but is not responsible for, the performance of the due diligence and anti-money laundering review in connection with payments to the Interest Owners.

It is the obligation of the Sponsor, and not of Alta Trust, to review, monitor or otherwise ensure compliance by the Fund with the investment policies, restrictions or guidelines applicable to it or any other term or condition of this Memorandum (including, without limitation, with the valuation policy or investment strategy) and with laws and regulations applicable to the Fund's activities. The Sponsor, and not Alta Trust, is responsible for the management of the Fund, including, without limitation, the valuation of the Fund's assets and liabilities, the valuation policy, determining the fair value of the Fund's assets, the oversight of the services and review of the work product provided by Alta Trust.

Alta Trust is entitled to rely on any information (including, without limitation, valuation information) received by Alta Trust from the Fund, the Sponsor or other persons or entities (including, without limitation, broker-dealers and data vendors) without independent verification, audit, review, inquiry, or performing other due diligence, and Alta Trust will not be liable to the Fund, the Sponsor, any Interest Owner or any other persons or entities for losses suffered as a result of Alta Trust relying on incorrect information. Alta Trust has no responsibility to review, independently value, verify, compare to other pricing sources or otherwise perform due diligence on the valuation information. Alta Trust may accept such information as accurate and complete without independent verification. Furthermore, Alta Trust will not be liable to the Fund, the Sponsor, any Interest Owner or any other person or entity for any loss incurred as a result of an error or inaccuracy of any valuation information received from the Fund or from any pricing or valuation service or data service provider or delay, interruption in service or failure to perform of any pricing or valuation service or data service provider used by Alta Trust.

Where the Fund makes investments via related entities, in order to produce net asset value calculation, Alta Trust may use the valuation information of such intermediate, related entities. The valuation information of the intermediate, related entities may be provided by the Sponsor or the manager of the intermediate, related entities. Alta Trust is not responsible for performing any due diligence on any of the Fund's investments, including, the intermediate, related entities and for verifying the existence of the end investments. The Sponsor and the Fund are responsible for the completeness of records, documents and information provided to Alta Trust in performing the services.

The information in any statements and reports produced by Alta Trust is not an offer to sell or a solicitation of an offer to purchase any interest in the Fund, nor may it be used to induce or recommend the purchase, holding or sale of any interest in the Fund.

Alta Trust may employ, contract or associate itself with such person(s) or organization(s) as Alta Trust believes to be desirable in the performance of its duties and obligations under the Trust Agreement and the Fund Administration Agreement; provided that, in such event the compensation of such person(s) or organization(s) shall be paid by and be the sole responsibility of Alta Trust, and the Sponsor and the Fund shall not bear any cost or obligation with respect thereto; and provided further that Alta Trust shall not be relieved of any of its obligations under the Trust Agreement or the Fund Administration Agreement in such event and shall be responsible for all acts of any such person(s) or organization(s) taken in furtherance of the Trust Agreement or the Fund Administration Agreement to the same extent it would be for its own acts.

Limitations of Liability and Indemnification of the Trustee

The Trustee is an excluded fiduciary pursuant to SDCL §55-1B-2 and is exonerated from any and all liability for its acts or omissions that are directed by the Sponsor as provided in the Trust Agreement.

In addition, to the fullest extent permitted by applicable law, Alta Trust will not be liable to the Fund, the Sponsor, any Interest Owners or any other person or entity in absence of finding of willful misconduct, gross negligence or fraud on the part of Alta Trust. Furthermore, Fund and the Sponsor will indemnify, defend and hold harmless Alta Trust and each of its affiliates and each of its and their respective principals, managers, members, officers, directors, employees, contractors, equity holders, agents, consultants, servants, delegates and representatives (collectively, the “*Alta Trust Parties*”) from and against any liability, damages, claims, loss, cost or expense, including, without limitation, reasonable legal fees and expenses (individually, “*Loss*” and collectively, “*Losses*”), arising from, related to, or in connection with the duties, obligations and services provided to the Fund pursuant to the Trust Agreement and Fund Administration Agreement, unless any such Losses are the direct result of the willful misconduct, gross negligence or fraud of such person or entity. In no event will the Alta Trust Parties have any liability to the Fund, the Sponsor, any Interest Owner or any other person or entity which seeks to recover alleged damages or losses in excess of the fees paid to Alta Trust by the Fund in the one year preceding the occurrence of any loss, nor will the Alta Trust Parties be liable for any indirect, incidental, consequential, collateral, exemplary or punitive damages, including lost profits, revenue or data, regardless of the form of the action or the theory of recovery, even if the Alta Trust Parties have been advised of the possibility of such damages or such damages were foreseeable. Third-party beneficiary and other nonparty claims against the Alta Trust Parties are barred.

The Alta Trust Parties will not be liable to the Fund, the Sponsor, any Interest Owner or any other person or entity for the actions or omissions of any agent, contractor, consultant or other third party performing any portion of the services under the Trust Agreement or Fund Administration Agreement absent a finding of gross negligence, willful misconduct or fraud on the part of such agent, contractor, consultant or other third party in performing the services.

The Alta Trust Parties will not be liable to the Fund, the Sponsor, any Interest Owner or any other person or entity for actions or omissions made in reliance on instructions from the Fund, the Sponsor, the Interest Owners or advice of legal counsel.

The foregoing indemnification and limitation of liability provisions also will apply to any Losses arising from, related to, or in connection with, obligations arising under or in connection with Foreign Account Tax Compliance Act (FATCA) with respect to accounts of the Interest Owners, including but not limited to any withholding claimed by the Internal Revenue Service.

The Sponsor, and not Alta Trust, is responsible for the preparation of and information contained in this Memorandum.

Fees, Costs and Expenses

The Fund has agreed to pay the Trustee the administrative fees, costs and expenses (“*Administrative Fees*”) in accordance with the Fund Administration Agreement by and among the Sponsor, the Fund and the Trustee.

The Administrative Fees may increase upon 30 days’ prior written notice if the Trustee reasonably determines that there has been a material increase in the effort or associated costs necessary for the Trustee to meet its obligations under the Trust Agreement, the Fund Administration Agreement and/or the organizational and offering documents.

As additional compensation for its services, the Trustee will be entitled to receive the interest income on any cash assets of the Fund in the Trustee’s custody prior to the transfer of such assets to the Fund.

Any requested services in addition to those described in the Fund Administration Agreement must be approved by the Trustee and may result in additional charges, costs and expenses as determined by the Trustee, in its sole discretion. In addition to and without limiting the foregoing, any special projects generally will be billed at the Trustee’s then-current hourly rates and require a two-hour minimum and the payment of all associated fees, costs and expenses.

* The Trustee is not responsible for any fees, costs, commissions or other expenses not explicitly described as being the Trustee’s responsibility in the Fund Administration Agreement or the Trust Agreement, including, without limitation, accounting, audit, legal and tax fees and expenses, banking fees, government fees, filing fees, securities pricing or trading fees, commissions or custodial fees. All such fees, costs and expenses shall be the responsibility of and charged to the Fund and/or the Sponsor. All of the Trustee’s fees (except the establishment fee and initial filing fees invoiced to the Sponsor) and any administrative costs and expenses, such as federal or state filing fees, securities pricing, trade commissions, ongoing legal, custodian and other service provider fees, etc., will be charged to the Fund. Any of the Trustee’s fees, expenses and costs that the Fund is not able to bear or does not otherwise timely pay will be the responsibility of and promptly paid by the Sponsor, for which the Sponsor may be reimbursed by the Fund. All of the Trustee’s fees, expenses and costs not paid when due will accrue interest at the lower 2.0% per month or the highest rate allowed by applicable law.

VALUATIONS / REPORTING

Valuation of the Fund and its Assets

Pursuant to the Trust Agreement, the Valuations of the Fund will be prepared by the Trustee and reviewed and approved by the Sponsor. The Fund will be valued monthly (the Valuation Period) and will be valued on the last day of each Valuation Period (the Valuation Date). The Sponsor, in its sole discretion, may direct the Trustee to perform a special valuation at any time. The investments held by the Fund will be valued at fair value as of the close of business on each Valuation Date, except as hereinafter provided. The profits and losses of the Fund shall be calculated as of each Valuation Date. The profits and losses of the Fund shall be determined in accordance with U.S. Generally Accepted Accounting Principles (“*U.S. GAAP*”), including provisions for accruals and reserves in respect of any amounts constituting Fund liabilities.

The calculation of the profits and losses of the Fund will take into account the total assets of the Fund, including all cash and cash equivalents, accrued interest and dividends, and the fair value of all investments and other assets of the Fund and all liabilities of the Fund including, but not limited to, the fees and expenses as outlined in the “FEES AND EXPENSES” section of this Memorandum, the fees and expenses described in the Trust Agreement and the Fund Administration Agreement, accrued legal fees, accounting fees and auditing fees, solicitation fees, research-related expenses, operating fees and organizational expenses, and any other expenses, all determined in accordance with U.S. GAAP applied under the accrual basis of accounting.

The accounts of the Fund are maintained in U.S. dollars. If applicable, assets and liabilities denominated in other currencies are converted at the rates of exchange in effect as of the Valuation Date and conversion adjustments are reflected in the results of operations. Portfolio transactions and income and expenses are converted at the rates of exchange in effect at the time of each transaction.

In connection with the Valuations, the Fund’s Portfolio Investments and other assets shall be valued as follows:

1. Publicly traded and over-the-counter securities will be valued at the last reported sales price on the date of determination on the principal exchange or interdealer quotation system on which such securities are traded as provided by an industry recognized vendor such as, Bloomberg, ICE, etc.; provided:
 - a. Any security for which a last reported sales price is not available or which is in the form of an exchange listed option will be valued at the average between the closing “bid” and “asked” prices as of market close;
 - b. Investments in bonds or any other security in the form of debt or fixed income are valued at the “bid” price as of market close;
 - c. Investments in mutual funds are valued at the quoted net asset value of the fund; and
 - d. Forward currency exchange contracts will be valued at the current cost of covering or offsetting such contracts.

2. The fair value of any non-publicly traded security or asset shall be determined in good faith by the Sponsor in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820 (Fair Value Measurement).
3. An investment purchased and awaiting payment against delivery shall be included for valuation purposes as an investment held, and the cash account shall be adjusted by the deduction of the purchase price, including commissions or other expenses of the purchase.
4. An investment sold but not delivered pending receipt of proceeds shall be valued at the net sale price.
5. For the purpose of valuation of an investment, except an investment sold but not delivered, it shall be unnecessary to deduct from the value ascertained as above indicated commissions or other expenses, which would be incurred upon a sale thereof.
6. An investment in a privately held offering shall be valued in accordance with the valuation provided to the Fund by the issuer of the offering.
7. Forward currency exchange contracts will be valued at the current cost of covering or offsetting such contracts.

If market quotations are not available with respect to any Portfolio Investment or other asset, the fair value of such Portfolio Investment or asset will be determined in good faith by the Sponsor, and the Trustee may rely upon such determination. The Sponsor may use methods of valuing Portfolio Investments or assets other than those set forth herein, if the Sponsor believes, in its sole discretion, that the alternative valuation methodology is appropriate. The Sponsor may employ appraisers, valuation experts or other Pricing Sources (as defined below) to assist with such valuations at the expense of the Fund. Prospective Investors should understand that special situations involving uncertainties as to the valuation of Portfolio Investments could have an impact on the Fund's net asset value if the Sponsor's judgments regarding the appropriate valuation should prove to be incorrect.

In connection with the Valuations, the Trustee and Sponsor may consult with and are entitled to rely upon the advice of custodians, brokers, CPAs, accountants, appraisers, business valuation experts or any other industry recognized professionals ("**Pricing Sources**"). In no event and under no circumstances shall the Trustee or the Sponsor incur any liability or responsibility for any determination made or other action taken or omitted by the Sponsor and/or the Trustee in good faith. To the extent that the Sponsor or Trustee relies on information supplied by Pricing Sources, the Trustee and Sponsor's potential liability for the accuracy of its calculations is limited to the accuracy of its computations. The Trustee and the Sponsor are not liable for the accuracy of the underlying data provided by the Pricing Sources.

The Valuations as approved by the Sponsor shall be conclusive and binding upon all Interest Owners. In the event that the Sponsor, in its sole discretion, decides to revise and restate a Valuation, the Trustee, at the Sponsor's direction, will reprocess any activity for the Valuation Date which may result in an Interest Owner's Capital Account being adjusted up or down.

Financial Statements / Reports to Interest Owners

Audited annual financial statements of the Fund are to be distributed to all Interest Owners within 120 days of the end of the Fund's Fiscal Year. In general, the Fund's financial statements will be prepared in accordance with U.S. GAAP. However, the Fund intends to amortize its organizational and offering expenses over a period of 60 calendar months from the date the Fund commences operations because the Sponsor believes such treatment is more equitable than expensing the entire amount of the organizational and offering expenses in the Fund's first year of operation, as is required by US GAAP. The Sponsor may, however, limit the amount of organizational and offering expenses that the Fund amortizes so that the audit opinion issued with respect to the Fund's financial statements will not be qualified. If the Sponsor does not limit the amount of organizational and offering expenses the Fund amortizes, it is possible that the audit opinion may be qualified as to this issue.

The Interest Owners also will receive: (i) annual tax information for the completion of income tax returns; (ii) a statement for each Valuation Period detailing the Interest Owner's Capital Account; and (iii) from time to time, unaudited periodic reports at the discretion of the Sponsor.

Accountants / Auditors

The Fund, in the sole discretion of the Sponsor, may retain services from accounting and advisory firms to provide audit, tax and consulting services. The Fund has retained Cohen & Company, Ltd. as the Fund's auditor.

REGULATORY MATTERS

Privacy Policies

The Sponsor / Fund's Privacy Policy and the Trustee's Privacy Policy are included in this Memorandum, as required under federal law. See "PRIVACY POLICIES."

Anti-Money Laundering Considerations

In order to comply with regulations aimed at the prevention of money laundering in the United States, the Fund is required to (i) verify the identity of all Subscribers and/or Interest Owners and the source of their funds, as required under the USA PATRIOT Act and (ii) determine if any Subscribers and/or Interest Owners are Prohibited Investors (as defined in the Subscription Documents) identified on various lists maintained by the U.S. Government. If the Sponsor determines that any Subscriber and/or Interest Owner is a Prohibited Investor, the Sponsor may, among other things, freeze the Subscriber's and/or Interest Owner's assets in the Fund and notify appropriate legal authorities.

The Fund and the Sponsor reserve the right to request such documentation, as they deem necessary to verify the identity of a Subscriber and/or Interest Owner and the source of the Subscriber's and/or Interest Owner's funds used for Investments and other payments. The amount of detail required will depend on the circumstances. By way of example, an individual may be required to produce a copy of a passport or driver's license, together with evidence of his/her address, such as a utility bill or bank statement, and date of birth. For corporate Subscribers and/or Interest Owners, the Fund may require production of copies of their certificates of incorporation or other formation documents as amended (and any name changes) and information concerning their principals and/or beneficial owners. Failure to provide the necessary evidence may result in Subscription Documents being rejected or delays in the processing of admissions, transfers, withdrawals or redemptions.

Pending the provision of evidence satisfactory to the Sponsor in its sole discretion as to identity, any evidence of title in respect of the Interests may be retained at the sole discretion of the Sponsor. If within a reasonable period of time following a request for verification of identity, the Sponsor has not received evidence satisfactory to it as aforesaid, the Sponsor may, in its sole discretion, refuse to allot the Interests applied for, in which event any Investments received by the Fund from the Subscriber and/or Interest Owner may be returned without interest to the account from which such monies were originally debited. The Fund, the Sponsor, the Trustee and any of their principals, employees, contractors or agents will be held harmless, defended and fully indemnified by a Subscriber and/or Interest Owner for, from and against any loss arising as a result of a failure to accept a Subscription or process an admission, transfer, withdrawal or redemption if information requested by any of them has not been satisfactorily or timely provided by the Subscriber and/or Interest Owner.

If the Sponsor, or the Trustee, has a suspicion that a payment to the Fund (by way of subscription or otherwise) or a payment from the Fund (by way of withdrawal or otherwise) contains the proceeds of criminal conduct, the Sponsor or Trustee may report such suspicion to the appropriate authorities. Neither the Fund, the Sponsor, the Trustee, nor their principals, employees, contractors or agents, will incur any liability for adhering to the Fund's responsibilities under its anti-money laundering program, and will be

held harmless, defended and indemnified by the Subscriber and/or Interest Owner for, from and against any losses which they may incur as a result thereof.

Securities Laws

Investment Advisers Act of 1940. On June 22, 2015, the SEC repealed the private adviser registration exemption which previously exempted advisers with fewer than 15 clients who did not hold themselves out to the public as advisers. The SEC replaced the private adviser registration exemption with a new exemption) from registration (under new Rule 203(m) of the Advisers Act) for advisers solely to private funds (e.g., Section 3(c)(1) funds) with less than \$150 million under management (an “***Exempt Reporting Adviser***”). The Sponsor is an Exempt Reporting Adviser. In the event the Sponsor loses its status as an Exempt Reporting Adviser and is required to be registered with the SEC, the Sponsor will register with the SEC and will be subject to a variety of additional regulatory filing, record-keeping, and governance rules.

Securities Act of 1933. The Interests in the Fund will not be registered under the Securities Act or any other securities laws. The Interests will be offered without registration in reliance upon the exemption contained in Section 4(a)(2) of the Securities Act and Regulation D promulgated thereunder by the SEC for transactions not involving a public offering. Each Prospective Investor must be an accredited investor (as defined in Regulation D) and will be required to represent, among other customary private placement representations, that it is acquiring Interests in the Fund for investment purposes only and not with a view to resale or distribution. Further, each Prospective Investor must be prepared to bear the economic risk of the investment for an indefinite period, because Interests in the Fund can be resold only pursuant to an offering registered under the Securities Act or an exemption from such registration requirement. It is extremely unlikely that Interests in the Fund will ever be registered under the Securities Act.

Securities Exchange Act of 1934. In connection with any acquisition or beneficial ownership by the Fund of more than five percent (5%) of any class of the equity securities of a company registered under the U.S. Securities Exchange Act of 1934, as amended (“***Exchange Act***”), the Fund may be required to make certain filings with the SEC. Generally, these filings require disclosure of the identity and background of the purchaser, the source and amount of funds used to acquire the securities, the purpose of the transaction, the purchaser’s interest in the securities, and any contracts, arrangements or undertakings regarding the securities. In certain circumstances, the Fund may be required to aggregate its investment position in a given investment with the beneficial ownership of those securities by or on behalf of the Sponsor and its affiliates, which could require the Fund, together with such other parties, to make certain disclosure filings or otherwise restrict the Fund’s activities with respect to such investment. In addition, if the Fund becomes the beneficial owner of more than ten percent (10%) of any class of the equity securities of a company registered under the Exchange Act or places a director on the board of directors of such a company, the Fund may be subject to certain additional reporting requirements and to liability for short-swing profits under Section 16 of the Exchange Act. The Fund intends to manage its investments so as to avoid the short-swing profit liability provisions of Section 16 of the Exchange Act but there can be no assurance that it will or will be able to do so.

Investment Company Act of 1940. The Fund will not be registered as an “investment company” under the 1940 Act in reliance upon Section 3(c)(1) thereof. Accordingly, Interest Owners will not receive the protections afforded by the 1940 Act to investors in a registered investment company. Section 3(c)(1) excludes from the definition of investment company any issuer whose outstanding securities are

beneficially owned by not more than 100 persons, provided that the issuer is not making, and does not propose to make, a public offering of such securities. The Subscription Documents by which the Prospective Investors will invest in the Fund contain certain representations, undertakings and restrictions on transfer designed to assure that the conditions of Section 3(c)(1) will be met.

Should private investment company exclusions cease to be available to the Fund, the Fund and the Sponsor could be subject to legal action by the SEC and others, possibly resulting in financial losses to the Fund and the termination of the Fund's business.

In connection with any subscription for, or proposed transfer of, Interests in the Fund, the Sponsor is authorized to ask for and obtain such information from the Prospective Investor or the proposed transferor and transferee, as applicable, in order that it may be able to determine whether the proposed subscription or transfer, as applicable, would allow the Fund to retain its exemption from registration as an investment company.

TAXES

U.S. Federal Income Tax Considerations

The following discussion is a general summary of certain of the significant United States federal income tax consequences of an investment in the Fund. The following does not include all the potential tax considerations relevant to the Fund or its operations. Moreover, the tax considerations relevant to a specific Interest Owner depend upon his/her/its particular circumstances.

Each Prospective Investor is urged to consult its own tax advisor concerning the potential tax consequences of an investment in the Fund.

The following discussion is based upon the Code, and administrative and judicial interpretations thereof, all of which are subject to change (possibly on a retroactive basis). No tax rulings have been or are anticipated to be requested from the Internal Revenue Service (“*Service*”) or other taxing authorities with respect to any of the tax matters discussed herein. Except as specifically noted, the following general discussion assumes that each Interest Owner is a United States resident, individual or a domestic corporation that is not tax-exempt and that each Interest Owner holds its Interests in the Fund as a capital asset and is the initial holder of such Interests.

Except as specifically indicated, the following discussion does not deal with the consequences of the ownership of Interests in the Fund by special classes of holders, such as dealers in securities or life insurance companies. Special rules applicable to tax-exempt Interest Owners and non-U.S. Interest Owners are discussed separately in other sections of this Memorandum.

Circular 230 Notice

The tax discussion contained in this Memorandum is not in the form of a covered opinion, within the meaning of Circular 230 issued by the United States Secretary of the Treasury. Accordingly, Prospective Investors cannot rely upon any discussion contained in this Memorandum for the purpose of avoiding United States federal tax penalties. The tax summary contained in this Memorandum was written to support the promotion or marketing of the transactions or matters described in this Memorandum. Each taxpayer should seek advice based on the taxpayer’s particular circumstances from an independent tax advisor.

CAUTION: THE TAX CONSEQUENCES OF AN INVESTMENT IN THE FUND ARE PARTICULARLY COMPLEX. ACCORDINGLY, PROSPECTIVE INVESTORS SHOULD NOT CONSIDER THIS DISCUSSION AS A SUBSTITUTE FOR CAREFUL TAX PLANNING. PROSPECTIVE INVESTORS SHOULD CONSULT WITH THEIR OWN TAX ADVISORS, ATTORNEYS OR ACCOUNTANTS ON MATTERS RELATING TO AN INVESTMENT IN THE FUND WITH SPECIAL REFERENCE TO THEIR OWN SITUATION.

U.S. Federal Income Tax Treatment of the Fund

Treatment as a Partnership. The Fund expects to be treated for U.S. federal income tax purposes as a partnership and not as an association (or publicly traded partnership) taxable as a corporation. Such expectation is based on certain assumptions and representations, including representations relating to the

Fund's compliance with its Trust Agreement. In addition, such expectation is not binding on the Service or the courts.

Taxation of the Interest Owners on Profits or Losses of the Fund. The Fund will not pay federal income tax. Instead, each Interest Owner will be required to report on its federal income tax return its allocable share of the Fund's taxable income or gain, whether or not it receives any actual distribution of money or property from the Fund during the taxable year. In addition, certain of the investments held by the Fund may give rise to taxable dividends or interest, even if there has been no corresponding cash distribution by the Fund, by reason of imputed "discount" or "pay-in kind" features, in certain cases where an adjustment is made to the conversion price of a convertible security held by the Fund, and possibly by reason of not paying accrued dividends or interest currently. Furthermore, investments by the Fund in foreign entities may, in certain circumstances (e.g., pursuant to the controlled foreign corporation or the passive foreign investment company provisions), cause an Interest Owner to recognize income subject to tax prior to the receipt by the Fund of any distributable proceeds (or to pay an interest charge on taxable income that is treated as having been deferred). Accordingly, an Interest Owner's tax liability related to the Fund could exceed amounts distributed by the Fund to such Interest Owner in a particular year.

Other Possible Tax Consequences to Investors. Section 469 of the Code provides that, in general, in the case of an individual, estate, trust, certain types of personal service corporations and certain types of closely held C corporations, for any taxable year in which the taxpayer does not materially participate (such business activities are referred to herein as "**Passive Activities**"), the aggregate losses from business activities are deductible only to the extent of the aggregate income from Passive Activities. In the case of certain closely held C corporations, the net aggregate loss from Passive Activities (and the net aggregate credit, in a deduction equivalent sense) may offset net active income, but not Portfolio Income Items (as defined below). The Fund's assets may be of a type that gives rise to gross income from interest or dividends not derived in the ordinary course of a trade or business ("**Portfolio Assets**"). The income from such Portfolio Assets and gain from the disposition thereof ("**Portfolio Income Items**") may not be able to be offset by losses of an Interest Owner from other sources that are subject to the limitations on deductibility of passive losses imposed by Section 469 of the Code.

Fund deductions allocable to certain Interest Owners may be subject to limits for United States federal income tax purposes. Interest deductions (including interest paid by the Fund on any borrowings) claimed by a non-corporate Interest Owner may be subject to rules limiting the deduction of "investment interest." The "passive activity" rules of Section 469 may limit the ability of individuals, certain closely-held corporations and certain other persons to deduct passive losses. The ability of a non-corporate Interest Owner to utilize its distributive share of losses from the Fund also may be limited by the "at risk" rules of Section 465 and certain other provisions of the Code. Deductions for management fees and certain other flow-through expenses of the Fund may be treated as investment expenses under Section 212 of the Code, which may further limit the amount a U.S. Interest Owner who is an individual, estate or trust may deduct.

A transfer of Interest Owner interests and the distribution of property are subject to certain basis rules that are designed to place limits on the use of entities taxable as partnerships to shift or duplicate losses. These rules effectively make an election under Section 754 of the Code mandatory in certain situations, resulting in an adjustment to the tax basis of the affected entity's assets.

Prospective Investors should also be aware that the Service may challenge the Fund’s treatment of items of income, gain, loss, deduction and credit (including, without limitation, various fees and payments payable by the Fund or other pass-through entities in which the Fund invests), or its characterization of the Fund’s transactions, and that any such challenge, if successful, could result in the imposition of additional taxes, penalties and interest charges.

In addition, a variety of potential tax changes may be implemented by the U.S. Federal Government. These changes may increase the marginal rates of tax on ordinary income and/or capital gains and/or further limit deductions which may decrease the after-tax returns of an investment in the Fund.

Cost Basis and Tax-Lot Relief Method

The Fund will use a First-In, First-Out (“*FIFO*”) cost basis and tax-lot relief method. Under the FIFO method, the first security purchased is the first one sold for the same security. For example, if there are purchases of 100 shares of the same security on 10/1, 10/15 and 10/31/22 and then half of the position is sold, the cost basis for long-term and/or short-term capital gain taxes on the sale will be derived from the purchase price of 100 shares on 10/1 and 50 shares on 10/15/22. If the other half of the position is later sold, the cost basis for long-term and/or short-term capital gain taxes on that sale will be derived from the purchase price of 50 shares on 10/15 and 100 shares on 10/31/22.

Unrelated Business Taxable Income

The Sponsor will not make any effort to avoid investments that would cause any tax-exempt Interest Owner to realize “unrelated business taxable income” within the meaning of Sections 512 and 514 of the Code (“*UBTI*”). Thus, it is possible that the Fund could realize income which would constitute UBTI and, in that event, each tax-exempt Interest Owner would be subject to U.S. federal income tax on its share of such income. Depending on the character of the income in question, a tax-exempt investor’s allocable share of such income could be treated as UBTI.

If a tax-exempt entity’s acquisition of an interest in the Fund is debt-financed (*i.e.*, if the tax-exempt entity incurs debt that is allocated to the acquisition of the Fund investment) or if the Fund invests in flow-through entities that have incurred debt, all or a portion of the income attributed to the “debt-financed property” would be included in UBTI regardless of whether such income would otherwise be excluded as dividends, interest or other similar income. This provision would apply, in the case of ordinary income, only in tax years in which the Fund has indebtedness outstanding or, in the case of a sale, if the Fund has indebtedness outstanding at any time during the twelve-month period prior to the sale. The Fund has the ability to borrow funds and thus may hold debt-financed property that may produce UBTI.

Excise Tax on Certain Tax-Exempt Entities Entering into Prohibited Tax Shelter Transactions

Section 4965 of the Code imposes an excise tax on certain tax-exempt entities (and their managers) that become a “party” to a “prohibited tax shelter transaction.” The Service has issued guidance that narrows the circumstances in which a tax-exempt entity could be considered a “party” to a prohibited tax shelter transaction, and under currently issued guidance, an investment by a tax-exempt entity in the Fund should not result in such tax-exempt entity being considered a “party” to a prohibited tax shelter transaction for purposes of Section 4965 of the Code. However, there can be no assurance that future guidance would not

give rise to circumstances in which an investment in the Fund could cause a tax-exempt investor to be considered a “party” to a prohibited tax shelter transaction. Each tax-exempt entity should consult its own tax advisor regarding an investment in the Fund.

Tax Shelter Reporting Rules

The Fund may engage in transactions or make investments that would subject the Fund, its Interest Owners that are obliged to file U.S. tax returns and/or its advisers to special rules requiring such transactions or investments by the Fund, or investments in the Fund, to be reported and/or otherwise disclosed to the Service, including to the Service’s Office of Tax Shelter Analysis (“*Tax Shelter Rules*”). A transaction may be subject to reporting or disclosure if it is described in any of several categories of transactions, which include, among others, (i) transactions that result in the incurrence of a loss or losses exceeding certain thresholds (including foreign currency losses), (ii) transactions that result in large tax credits from assets held for 45 days or less, or (iii) transactions that are offered under conditions of confidentiality. Although the Fund does not expect to engage in transactions solely or principally for the purpose of achieving a particular tax consequence, there can be no assurance that the Fund will not engage in transactions that trigger the Tax Shelter Rules. In addition, an Interest Owner may have disclosure obligations with respect to its interest in the Fund if the Interest Owner (or the Fund in certain cases) participates in a reportable transaction.

Possible Legislative or Other Actions Affecting Tax Aspects

The present federal income tax treatment of an investment in the Fund may be modified by legislative, judicial or administrative action at any time, and any such action may affect investments and commitments previously made. The rules dealing with federal income taxation are constantly under review by persons involved in the legislative process and by the Service and the Treasury Department, resulting in revisions of Treasury regulations and revised interpretations of established concepts as well as statutory changes. Revisions in federal tax laws and interpretations thereof, including, without limitation, as to the federal income tax treatment of private equity funds, could adversely affect the tax aspects of an investment in the Fund. There can be no assurance that legislation will not be enacted that has an unfavorable effect on an Interest Owner’s investment in the Fund.

Non-U.S. Taxes

The Fund may be subject to withholding and other taxes imposed by, and Interest Owners might be subject to, taxation and reporting requirements in non-U.S. jurisdictions in which the Fund makes investments. It is possible that tax conventions between such countries and the United States (or another jurisdiction in which a non-U.S. Interest Owner is a resident) might reduce or eliminate certain of such taxes. It is also possible that in some cases taxable Interest Owners might be entitled to claim foreign tax credits or deductions with respect to such taxes, subject to certain limitations under applicable law. The Fund will treat any such tax withheld from or otherwise payable with respect to income allocable to the Fund as cash received by the Fund and will treat each Interest Owner as receiving as a distribution the portion of such tax that is attributable to such Interest Owner. Similar provisions would apply in the case of taxes required to be withheld by the Fund.

State and Local Tax Considerations

Interest Owners may become subject to state and local income or franchise taxes in the jurisdictions in which the Fund acquires real estate or otherwise is considered to be engaged in a trade or business and may be required to file appropriate returns. Moreover, although not subject to federal income tax, the Fund may, by reason of ownership of real estate or otherwise engaging in a trade or business, become subject to state or local income or similar taxes imposed on partnerships themselves (e.g., the New York City Unincorporated Business Tax and the Illinois Personal Property Tax Replacement Income Tax) or may be required to withhold state taxes on income allocable to Interest Owners not residing in such state.

The foregoing summary is not intended as a substitute for professional tax advice, nor does it purport to be a complete discussion of all tax consequences that could apply to this investment. The foregoing summary also does not discuss any of the U.S. federal income or estate tax considerations relevant to foreign persons. Each Prospective Investor must consult its own tax advisor as to the tax consequences of this investment.

ERISA AND OTHER TAX-EXEMPT INVESTORS

Since the Fund may generate UBTI within the meaning of the Code (see the “TAXES” section of this Memorandum), an investment in the Fund may not be suitable for pension and other funds subject to the ERISA or other organizations that are generally exempt from income taxation pursuant to Section 501(c)(3) of the Code.

The Sponsor intends to use commercially reasonable efforts to cause Benefit Plan Investors (defined below) not to own a significant portion of any class of equity interests in the Fund, so that the assets of the Fund should not be considered “plan assets” for purposes of ERISA and Section 4975 of the Code. However, there can be no assurance that non “plan asset” status will be obtained or maintained.

Prospective purchasers and subsequent transferees of Interests may be required to make certain representations regarding compliance with ERISA and Section 4975 of the Code.

EACH PROSPECTIVE INVESTOR THAT IS SUBJECT TO ERISA AND/OR SECTION 4975 OF THE CODE IS ADVISED TO CONSULT WITH ITS OWN LEGAL, TAX AND ERISA ADVISERS AS TO THE CONSEQUENCES OF AN INVESTMENT IN THE FUND.

Certain Considerations Applicable to ERISA, Governmental and Other Plan Investors

Employee benefit plans that are subject to the fiduciary provisions of ERISA (including, without limitation, pension and profit-sharing plans), plans that are subject to Section 4975 of the Code (including, without limitation, individual retirement accounts (“IRAs”) and Keogh plans) and entities deemed to hold “plan assets” of any of the foregoing (each, a “**Benefit Plan Investor**”), as well as governmental plans, foreign plans and other employee benefit plans, accounts or arrangements that are not subject to the fiduciary provisions of ERISA or Section 4975 of the Code, and trusts or other entities supporting or holding the assets of any of the foregoing (collectively, with Benefit Plan Investors, referred to as “**Plans**”), may generally invest in the Fund, subject to the following considerations.

General Fiduciary Considerations for Investment in the Fund by Plan Investors. The fiduciary provisions of ERISA, and the fiduciary provisions of pension codes applicable to governmental, foreign or other employee benefit plans or retirement arrangements that are not subject to ERISA may impose limitations on investment in the Fund. Fiduciaries of Plans, in consultation with their advisors, should consider, to the extent applicable, the impact of such fiduciary rules and regulations on an investment in the Fund. Among other considerations, the fiduciary of a Plan should take into account the composition of the Plan’s portfolio with respect to diversification; the cash flow needs of the Plan and the effects thereon of the illiquidity of the investment; the economic terms of the Plan’s investment in the Fund; the Plan’s funding objectives; the tax effects of the investment and the tax and other risks described in the sections of this Memorandum discussing tax considerations and risk factors; the fact that the investors in the Fund are expected to consist of a diverse group of investors (including taxable, tax-exempt, domestic and foreign entities) and the fact that the management of the Fund will not take the particular objectives of any investors or class of investors into account.

Plan fiduciaries should also take into account the fact that, while the Sponsor and the Trustee will have certain general fiduciary duties to the Fund, the Sponsor and the Trustee will not have any direct fiduciary

relationship with or duty to any investor, either with respect to its investment in Interests or, so long as investment in the Fund by Benefit Plan Investors is below the 25% threshold, with respect to the management and investment of the assets of the Fund. Similarly, it is intended that the assets of the Fund will not be considered plan assets of any Plan or be subject to any fiduciary or investment restrictions that may exist under pension codes specifically applicable to such Plans. Each Plan will be required to acknowledge and agree in connection with its investment in Interests to the foregoing status of the Fund and the Sponsor, and that there is no rule, regulation or requirement applicable to such investor that is inconsistent with the foregoing description of the Fund and the Sponsor, so long as investment in the Fund by Benefit Plan Investors is below the 25% threshold. However, if investment by Benefit Plan Investors becomes “significant” and is permitted to remain above that threshold, the Sponsor will take on a fiduciary role with respect to the management and investment of assets of the Fund that are considered plan assets and be subject to the prohibited transaction rules of ERISA and/or the Code or similar state rules applicable to the Plan.

Plan fiduciaries may be required to determine and report annually the fair market value of the assets of the Plan. Since it is expected that there will not be any public market for the Interests, there may not be an independent basis for the Plan fiduciary to determine the fair market value of such Interests.

ERISA and Other Benefit Plan Investors. A fiduciary acting on behalf of a Benefit Plan Investor, in addition to the matters described above, should take into account the following considerations in connection with an investment in the Fund.

ERISA Restrictions if the Fund Holds Plan Assets. If the Fund is deemed to hold plan assets of the investors that are Benefit Plan Investors, the investment in the Fund by each such Benefit Plan Investor could constitute an improper delegation of investment authority by the fiduciary of such Benefit Plan Investor. In addition, any transaction the Fund enters into would be treated as a transaction with each such Benefit Plan Investor and any such transaction (such as a property lease, acquisition, sale or financing) with certain “parties in interest” (as defined in ERISA) or “disqualified persons” (as defined in Section 4975 of the Code) with respect to a Benefit Plan Investor could be a “prohibited transaction” under ERISA or Section 4975 of the Code. If the Fund were subject to ERISA, certain aspects of the structure and terms of the Fund could also violate ERISA.

ERISA Plan Assets. Under ERISA and regulations issued thereunder by the U.S. Department of Labor, generally, a Benefit Plan Investor’s assets would be deemed to include an undivided interest in each of the underlying assets of the Fund unless investment in the Fund by Benefit Plan Investors is not “significant” or another exception from holding plan assets is available.

Significant Investment by Benefit Plan Investors. Investment by Benefit Plan Investors would not be “significant” if less than 25% of the value of each class of equity interests in the Fund (excluding the interests of the Sponsor and any other person who has discretionary authority or control, or provides investment advice for a fee (direct or indirect) with respect to the assets of the Fund, and affiliates (other than a Benefit Plan Investor) of any of the foregoing persons (each a “***Management Affiliate***”), is held by Benefit Plan Investors. A commingled vehicle that is subject to ERISA will generally count as a Benefit Plan Investor for this purpose only to the extent of investment in such entity by Benefit Plan Investors. The Sponsor currently intends to limit investment in the Fund by Benefit Plan Investors so that participation by such Interest Owners is not “significant” with respect to any class of the Fund’s equity interests. However,

if there is no other exception available from holding plan assets, the Sponsor reserves the right to allow unlimited investment by Benefit Plan Investors in the future, provided that the Sponsor, in consultation with the Interest Owners subject to ERISA or Section 4975 of the Code, will make the necessary amendments to the Fund documents and take such other actions as may be necessary to comply with ERISA and Section 4975 of the Code.

Each Prospective Investor and each transferee will be required to represent and warrant whether it is a Benefit Plan Investor or a Management Affiliate, and the Sponsor reserves the right to reject subscriptions in whole or in part for any reason, including that the Prospective Investor is a Benefit Plan Investor. The Sponsor also has the authority to restrict transfers of Interests, and may require a full or partial withdrawal of any Benefit Plan Investor to the extent it deems appropriate to avoid having the assets of the Fund be deemed to be plan assets of any Benefit Plan Investor – see “FUND ADMINISTRATION.” In addition, the Sponsor has broad authority to take any action to maintain the no plan asset status of the Fund or remedy a plan asset problem.

Prohibited Transaction Considerations. Fiduciaries of Benefit Plan Investors should also consider whether an investment in the Fund could involve a direct or indirect transaction with a “party in interest” or “disqualified person” as defined in ERISA and Section 4975 of the Code, and if so, whether such prohibited transaction may be covered by an exemption. ERISA contains a statutory exemption that permits a Benefit Plan Investor to enter into a transaction with a person who is a party in interest or disqualified person solely by reason of being a service provider or affiliated with a service provider to the Benefit Plan Investor, provided that the transaction is for “adequate consideration.” There are also a number of administrative prohibited transaction exemptions that may be available to certain fiduciaries acting on behalf of a Benefit Plan Investor. Fiduciaries of Benefit Plan Investors should also consider whether investment in the Fund could involve a conflict of interest. In particular, a prohibited conflict of interest could arise if the fiduciary acting on behalf of the Benefit Plan Investor has any interest in or affiliation with the Fund or the Sponsor.

Governmental Plans. Government sponsored plans are not subject to the fiduciary provisions of ERISA, and are also not subject to the prohibited transaction provisions under Section 4975 of the Code. However, federal, state or local laws or regulations governing the investment and management of the assets of such plans may contain fiduciary and prohibited transaction requirements similar to those under ERISA and the Code discussed above and may include other limitations on permissible investments. Accordingly, fiduciaries of governmental plans, in consultation with their advisors, should consider the requirements of their respective pension codes with respect to investments in the Fund, as well as the general fiduciary considerations discussed above. The fiduciary of each Prospective Investor that is a governmental plan will be required to represent and warrant that investment in the Fund is permissible, complies in all respects with applicable law and has been duly authorized.

Individuals Investing with IRA Assets. Interests sold by the Fund may be purchased or owned by Prospective Investors who are investing assets of their IRAs. The Fund’s acceptance of an investment by an IRA should not be considered to be a determination or representation by the Sponsor or any of its respective affiliates that such an investment is appropriate for an IRA. In consultation with its advisors, each Prospective Investor that is an IRA should carefully consider whether an investment in the Fund is appropriate for, and permissible under the terms of its IRA governing documents. Prospective Investors that are IRAs should consider in particular that the Interests will be illiquid and that it is not expected that

a significant market will exist for the resale of the Interests, as well as the other general fiduciary considerations described above.

Although IRAs are not generally subject to ERISA, they are subject to the provisions of Section 4975 of the Code, prohibiting transactions with “disqualified persons” and investments and transactions involving fiduciary conflicts. A prohibited transaction or conflict of interest could arise if the fiduciary making the decision to invest has a personal interest in or affiliation with the Fund, the Sponsor, or any of their respective affiliates. In the case of an IRA, a prohibited transaction or conflict of interest that involves the beneficiary of the IRA could result in disqualification of the IRA. A fiduciary for an IRA who has any personal interest in or affiliation with the Fund, the Sponsor, or any of their respective affiliates, should consult with his or her tax and legal advisors regarding the impact such interest or affiliation may have on an investment in Interests with assets of the IRA.

Prospective Investors that are IRAs should consult with their legal counsel and advisors as to the prohibited transaction, conflict of interest and other provisions of the Code applicable to an investment in the Fund.

ACCEPTANCE OF SUBSCRIPTIONS OF ANY PLAN IS IN NO RESPECT A REPRESENTATION BY THE FUND, THE SPONSOR, THE TRUSTEE OR ANY OTHER PARTY THAT SUCH INVESTMENT MEETS THE RELEVANT LEGAL REQUIREMENTS WITH RESPECT TO THAT PLAN OR THAT THE INVESTMENT IS APPROPRIATE FOR SUCH PLAN. EACH PLAN FIDUCIARY SHOULD CONSULT WITH ITS OWN LEGAL ADVISORS AS TO THE PROPRIETY OF AN INVESTMENT IN THE FUND IN LIGHT OF THE SPECIFIC REQUIREMENTS APPLICABLE TO THAT PLAN.

FOREIGN INVESTORS

The Fund has reserved the right to sell Interests to non-U.S. corporations, trusts and estates and individuals who are neither citizens nor residents of the United States (“*Foreign Investors*”).

Tax Treatment

Foreign Investors are urged to consult with their tax advisers regarding the federal, state, local and foreign tax treatment of an investment in the Fund.

The U.S. federal income tax treatment of a foreign investor investing as an Interest Owner in the Fund is complex and will vary depending upon the circumstances of each Foreign Investor and the activities of the Fund and the Sponsor.

In general, the tax treatment of a Foreign Investor will depend on whether the Fund is deemed to be engaged in a U.S. trade or business.

If the Fund is not deemed to be engaged in a U.S. trade or business, the Fund would generally not be required to withhold tax on gain from the sale of Portfolio Investments and is not required to withhold tax on portfolio interest. However, the Fund would be required to withhold tax at the rate of thirty percent (30%) (or lower treaty rate, if applicable) on other interest, dividends and income, and special rules apply with respect to dispositions of “United States real property interests,” which can include stock in a corporation.

If the Fund is deemed to be engaged in a U.S. trade or business, the income effectively connected with such trade or business would be subject to U.S. taxation. In such a case, each Foreign Investor would be obligated to file a U.S. income tax return reporting such income.

The Sponsor will make no effort to avoid (i) taking any action that would result in any Interest Owner (or any direct or indirect beneficial owner of an Interest Owner) to recognize any income that is effectively connected with a United States trade or business, (ii) acquiring an investment that the Sponsor reasonably believes at the time of acquisition is, or is likely to become, a “United States real property interest” within the meaning of Section 897(c) of the Code, or (iii) taking any action that would cause any non-U.S. Interest Owner to which Section 892 of the Code applies to be considered or deemed to be engaged in a commercial activity for purposes of Section 892 of the Code.

Foreign Investors are urged to consult with their own advisors regarding the potential consequences of being considered engaged in business in the United States.

Non-U.S. Securities Laws

The Interests in the Fund have not been registered or qualified for public distribution under the securities laws of any jurisdiction. The Interests will be offered without registration and without the filing of a prospectus in reliance upon exemptions available under applicable law. Each Prospective Investor resident outside the United States must be, and will be required to represent that it is, entitled to acquire Interests in the Fund in reliance upon an exemption from the registration or prospectus requirements of applicable securities laws of its jurisdiction of residence. Further, each Prospective Investor must be prepared to bear

the economic risk of the investment for an indefinite period, because Interests in the Fund can be resold only pursuant to an offering registered under the securities laws of such jurisdiction or an exclusion from such registration requirement. It is extremely unlikely that Interests in the Fund will ever be registered under the securities laws of any jurisdiction. In connection with any acquisition or beneficial ownership by the Fund of more than a specified percentage of any class of the equity securities of a company that is subject to public reporting obligations under applicable securities laws, the Fund may be required to make certain filings with relevant securities authorities. Generally, these filings require disclosure of the identity and background of the purchaser, the source and amount of funds used to acquire the securities, the purpose of the transaction, the purchaser's interest in the securities and any contracts, arrangements or undertakings regarding the securities. In certain circumstances, the Fund may be required to aggregate its investment position in a given investment with the beneficial ownership of those securities by or on behalf of the Sponsor and its affiliates, which could require the Fund, together with such other parties, to make certain disclosure filings or otherwise restrict the Fund's activities with respect to such investment.

Foreign Investors are urged to consult with their own legal advisors regarding the securities laws which are applicable to their investment in the Fund.

RISK FACTORS

AN INVESTMENT IN THE FUND IS SPECULATIVE, INVOLVES A HIGH DEGREE OF RISK AND IS SUITABLE ONLY FOR PERSONS WHO ARE ABLE TO ASSUME THE RISK OF LOSING THEIR ENTIRE INVESTMENT. PROSPECTIVE PURCHASERS OF INTERESTS SHOULD CAREFULLY READ THE ENTIRE MEMORANDUM. BECAUSE THE INVESTMENT INVOLVES SUBSTANTIAL RISKS, AN INVESTMENT IN THE FUND SHOULD BE MADE ONLY AFTER CONSULTING WITH INDEPENDENT QUALIFIED SOURCES OF INVESTMENT AND TAX ADVICE. PROSPECTIVE INVESTORS SHOULD CAREFULLY CONSIDER THE FOLLOWING RISKS, AMONG OTHERS, BEFORE SUBSCRIBING FOR INTERESTS.

Prospective Investors should carefully consider the risks involved in an investment in the Fund, including but not limited to those discussed below. Many of these risks are discussed more fully elsewhere in this Memorandum. Prospective Investors should consult their own legal, tax, and financial advisers as to all these risks and an investment in the Fund generally.

General Risks

Reliance on the Sponsor. The Fund has not yet identified all of the particular investments it will make. Accordingly, an Interest Owner in the Fund must rely upon the ability of the Sponsor to make investments consistent with the Fund's investment objectives and guidelines. An Interest Owner will not have the opportunity to individually evaluate the relevant economic, financial and other information that will be utilized by the Sponsor in its selection of investments or otherwise approve such investments. The success of the Fund depends on the ability of the Sponsor to develop and implement investment strategies to achieve the Fund's investment objectives. The Fund's investment performance could be materially adversely affected if the Sponsor ceases to be involved in the active management of the Fund's portfolio. The Sponsor has wide latitude in making investment decisions and Interest Owners have no right or power to take part in such decisions.

Operating Deficits. The expenses of operating the Fund could exceed its income. This would require that the difference be paid out of the Fund's capital, reducing the Fund's investments and potential for profitability.

Limited Operating History. The Fund has no operating and investing history upon which Prospective Investors may evaluate past performance. The past investment performance of the Sponsor and its principal(s) and affiliates is not indicative of the future investment results of the Fund. There can be no assurance that the Fund will achieve its investment objectives.

Competition. There will be competition for investment opportunities by investment vehicles and others with investment objectives and strategies similar to those of the Fund. Such competition may come from groups such as institutional investors, investment managers, industrial groups and merchant banks that have greater resources than the Fund and are owned by large and well-capitalized investors. Additionally, the Fund expects to encounter intense competition from other investment funds and strategic investors having investment objectives similar to those of the Fund, and such competition may result in less favorable investment terms than would otherwise be the case. The Fund may be unable to find a sufficient number of attractive opportunities to meet its investment objectives. Therefore, there can be no assurance that the

Sponsor will be able to locate and complete investments which satisfy the Fund's objectives or that the Fund will be able to fully invest its available capital.

Credit Line. The Sponsor may choose to have a line of credit available to the Fund for administrative purposes and for use as short-term bridge financing to temporarily fund an investment if the Fund does not immediately have the necessary capital to deploy. While the Fund does not expect to use the line of credit on a routine basis, the Fund reserves the right to do so. The Fund may have to pledge some of its investments to secure the line of credit. To the extent that the line of credit cannot be repaid, those pledged investments could be foreclosed upon.

Investment Risks

All investing activities risk the loss of capital. While the Sponsor will attempt to moderate certain risks, there can be no assurance that the Fund's investment activities will be successful or that Interest Owners will not suffer losses or the entire loss of their investment. An investment in the Fund is suitable only for persons who have adequate means of providing for their current needs and personal contingencies and have no need for liquidity in their investments. An investment in the Fund should not be made by any person who (i) cannot afford a total loss of principal, or (ii) has not (either alone or in conjunction with advisors, agents and representatives) carefully read or does not understand, this Memorandum, including (but not limited to) the portions concerning the risks and the income tax consequences of an investment in the Fund. The following discussion describes some of the more significant risks associated with the Fund's proposed activities.

Overall Investment Risk. All investments risk the loss of capital. The nature of the investments to be purchased by the Fund and the investment techniques and strategies to be employed by the Sponsor may increase this risk. While the Sponsor will devote its best efforts to the management of the Fund's portfolio, there can be no assurance that the Fund will not incur losses or the loss of an Interest Owner's entire investment. Many unforeseeable events, including actions by various government agencies, and domestic and international economic and political developments, may cause sharp market fluctuations that could adversely affect the Fund's portfolio and performance. There is no assurance that the Sponsor will correctly evaluate the nature and magnitude of the various factors that could affect the prospects of the Fund's investments. The Fund may lose its entire investment or may be required to accept cash or securities with a value less than the Fund's original investment. Under such circumstances, the returns generated from the Fund's investments may not compensate the Interest Owners adequately for the risks assumed.

Concentration of Investments. The Fund may from time to time hold a few (or even one), relatively large (in relation to its capital) investment positions, with the result that a loss in any one position could have a more material adverse impact on the Fund's capital than would a loss position in a more diversified portfolio.

Minority Investments. The majority, if not all, of the Fund's investments may represent minority stakes in publicly traded companies. As is the case with minority holdings in general, such minority stakes that the Fund may hold will have neither the control characteristics of majority stakes nor the valuation premiums accorded majority or controlling stakes. The Fund may also invest in companies for which the Fund has no right to appoint a director or otherwise exert significant influence. In such cases, the Fund will be reliant on the existing management and board of directors of such companies, which may include representatives

of other financial investors with whom the Fund is not affiliated and whose interests may conflict with the interests of the Fund.

Leverage. Leverage is the use of borrowed funds for investment. To the extent the Fund purchases investments with borrowed funds, its net assets will tend to increase or decrease at a greater rate than if borrowed funds are not used. If the interest expense on borrowings were to exceed the net return on the Portfolio Investments purchased with borrowed funds, the Fund's use of leverage would result in a lower rate of return than if the Fund were not leveraged. If the amount of borrowings which the Fund may have outstanding at any one time is large in relation to its capital, fluctuations in the market value of the Fund's portfolio will have a disproportionately large effect in relation to its capital and the possibilities for profit and the risk of loss will therefore be increased. Any investment gains made with the additional monies borrowed will generally cause the value of the Fund's assets to rise more rapidly than would otherwise be the case. Conversely, if the investment performance of the additional monies fails to cover their cost to the Fund, the value of the Fund's assets will generally decline faster than would otherwise be the case. This is the speculative factor known as "leverage."

Illiquid Investments. Although it is not anticipated, a portion of the Fund's assets may be invested in securities and other financial instruments or obligations for which no market exists and/or which are restricted as to their transferability under federal or state securities laws. Due to the absence of any trading market for these investments, the Fund may take longer to liquidate these positions than would be the case for publicly traded securities or may not be able to liquidate them at all. Although these investments may be resold in privately negotiated transactions, the prices realized on these sales could be less than those originally paid by the Fund. Further, companies whose securities are not publicly traded may not be subject to public disclosure and other Interest Owner protection requirements applicable to publicly traded securities.

General Economic and Market Conditions. The success of the Fund's investments may be affected by general economic and market conditions, such as interest rates, availability of credit, inflation rates, economic uncertainty, changes in laws, national and international political circumstances, and changing external economic conditions in the United States and global economies. These factors may affect the liquidity of investments held by the Fund. Unexpected illiquidity could impair the Fund's profitability or result in it suffering losses.

In addition, the world's financial markets have in recent years experienced significant turmoil and increasing volatility, resulting in reductions in available credit, increased costs of credit, depression in equity values, and the re-alignment of major investment banks and other financial institutions. These events have adversely impacted the availability of financing to a wide variety of businesses, including venture capital and other investment funds and their portfolio companies. The current and future states of the international, national, regional and local financial markets could have a material and adverse impact on the Fund and its investments, including the ability to obtain leverage where appropriate and/or identify and execute transactions and carry out the Fund's objectives.

In the event of any future economic downturn, a reduction in demand for goods and services generally can be expected. A recession or deteriorating economic conditions may have a material adverse impact on the operating results of actual or potential Fund investments and consequently on the Fund's performance. The duration, severity and ultimate effect of adverse market conditions and government actions cannot be

predicted. Deterioration of economic conditions and/or potentially adverse government actions could result in diminished investment opportunities for the Fund, prevent the Fund from successfully executing its investment strategies, including the disposition of the Fund's investments, or require the Fund to dispose of investments at a loss.

Credit Markets and Liquidity. Distress in the financial markets can be expected to also result in diminished liquidity and credit availability. There can be no assurance that actual or potential Portfolio Investments will not be adversely affected by enduring changes in the financial markets that could make it more difficult for such companies to access debt capital necessary to finance and grow their operations and to sell assets in the ordinary course of business. To the extent that Portfolio Investments cannot access the credit they need, the Fund's performance may be adversely affected.

Risks Related to Terrorist Attack, War or Natural Disaster. The operations of the Fund, the Portfolio Investments, or any party with which the Fund or any Portfolio Investment does business could be severely disrupted in the event of a major terrorist attack, continuation, or expansion of war or other hostilities. Additionally, the existence of a serious pandemic or a natural disaster could severely disrupt the global, national, regional or local economies and/or have an adverse impact on the Fund.

Limitations on Ability to Exit Investments. The ability of the Fund to exit from and liquidate certain Portfolio Investments may be subject to limitations or otherwise constrained at any particular time.

Foreign Investments. The Fund reserves the right to invest a portion or all of its assets in securities of companies domiciled or operating in one or more non-U.S. countries, although at present the Fund intends to invest primarily in U.S. markets. Investing in non-U.S. securities involves considerations and possible risks not typically involved in investing in securities of companies domiciled and operating in the U.S., including instability of some governments, the possibility of expropriation, limitations on the use or removal of funds or other assets, changes in governmental administration or economic or monetary or fiscal policy (in the U.S. or abroad) or changed circumstances in dealings between nations. The application of local tax laws (e.g., the imposition of withholding taxes on dividend or interest payments) or confiscatory taxation may also affect investment in non-U.S. securities. Higher expenses may result from investment in non-U.S. securities than would from investment in domestic securities because of the costs that must be incurred in connection with conversions between various currencies and brokerage commissions that may be higher than in the U.S. Non-U.S. securities markets also may be less liquid, more volatile and less subject to governmental supervision than in the U.S. Such investments could be affected by other factors not present in the U.S., including lack of uniform accounting, auditing and financial reporting standards and potential difficulties in enforcing contractual obligations.

In addition, the Fund's investments that are denominated in currencies other than the U.S. dollar are subject to the risk that the value of a particular currency will change in relation to one or more other currencies. Among the factors that may affect currency values are trade balances, the level of short-term interest rates, differences in relative values of similar assets in different currencies, long-term opportunities for investment and capital appreciation and political developments. The Fund may seek to hedge these risks by investing in currencies, but there can be no assurance that such strategies will be effective.

Prepayment and Early Payment. The rate and timing of distributions allocable to principal on debt securities depend, in general, on the rate and timing of principal payments, including prepayments and

collections upon defaults, liquidations and repurchases. Debt securities are subject to substantial inherent cash-flow uncertainties because the loans may be prepaid at any time.

Prepayments occur when the debtor on a loan prepays principal before a scheduled payment date under the terms of the loan. The Fund may be unable to invest prepayments in an investment that provides as high a yield as the debt securities. Consequently, early payment associated with debt securities may cause these securities to experience significantly greater price and yield volatility than traditional fixed income securities. Many factors affect the rate of loan prepayments, including changes in interest rates, general economic conditions, further deterioration of worldwide economic and liquidity conditions, the location of the assets underlying the loan, the age of the loan, governmental action, changes in demand for products financed by those loans, the inability of borrowers to refinance existing loans, and social and demographic conditions. Generally, when prevailing interest rates are increasing, prepayment rates on loans tend to decrease. Conversely, when prevailing interest rates are declining, prepayment rates on loans tend to increase.

Valuation and Interest Rates. The value of some debt securities may be particularly sensitive to changes in prevailing interest rates. Early repayment of principal on some debt securities may expose the Fund to a lower rate of return upon reinvestment of principal. When interest rates rise, the value of a debt security generally will decline; however, when interest rates are declining, the value of debt securities with prepayment features may not increase as much as other fixed income securities. The value of these securities may fluctuate in response to the market's perception of the creditworthiness of the issuers.

Risks of Defaults and Delinquencies. Debt securities are based on certain underwriting guidelines, which are intended to evaluate the borrower's credit standing, repayment ability, and the value adequacy of the assets used as collateral for the debt. The Fund expects that some debt instruments it purchases will not be based on underwriting guidelines that would make such loans acceptable to traditional financial institutions or other investors. Furthermore, in some cases, the Fund's underwriting guidelines may not prohibit a borrower from obtaining secondary financing. The addition of secondary financing would reduce the borrower's equity in the assets. Interest Owners should be aware that all debt securities purchased by the Fund are subject to the flaws in the underwriting guidelines or errors or omissions in analyzing the data provided by a borrower in connection with the placement of a loan. Also, many of these debt securities will be made by companies in a stressed or distressed financial position. Furthermore, as a result of such underwriting guidelines or the uncertain financial condition of the companies issuing such debt securities, the debt securities may experience rates of delinquency, foreclosure, and bankruptcy that are higher, and that may be substantially higher, than other loans subject to more rigorous underwriting guidelines. In addition, changes in the values of assets pledged as collateral may have a greater effect on the delinquency, foreclosure, bankruptcy, and loss experience of the loans.

Statutory and Judicial Limitations on Foreclosure. Statutory and judicial limitations on procedures may delay recovery in respect of pledged collateral and, in some instances, limit the amount that may be covered by the foreclosing lender, resulting in losses on the loans that might be held by the Fund. Foreclosure procedures may vary from state to state. Two primary methods of foreclosing a security or pledge instrument are judicial foreclosure, involving court proceedings, and non-judicial foreclosure pursuant to a power of sale granted in the security or pledge instrument. A foreclosure action is subject to most of the delays and expenses of other lawsuits if defenses are raised or counterclaims are asserted. Delays may also

result from difficulties in locating necessary defendants. Non-judicial foreclosures may be subject to delays resulting from state laws mandating the recording of notice of default and notice of sale and, in some states, notice to any party having an interest of record in the collateral, including junior lienholders. Some states have adopted “anti-deficiency” statutes that limit the ability of a lender to collect the full amount owed on a loan if the property sells at foreclosure for less than the full amount owed. In addition, United States courts have traditionally imposed general equitable principles to limit the remedies available to lenders in foreclosure actions that are perceived by the court as harsh or unfair. The effect of these statutes and judicial principles may be to delay and/or reduce distributions in respect of the debt securities backed by collateral.

Limited Recourse. The debt securities purchased by the Fund may have limited recourse to the related borrower, which may result in losses with respect to these loans. Some of the loans may be nonrecourse loans or loans for which recourse may be restricted or unenforceable. As to those loans, recourse in the event of debtor default will be limited to the specific assets, if any, that were pledged to secure the loan. However, even with respect to those loans that provide for recourse against the debtor and its assets generally, there can be no assurance that enforcement of the recourse provisions will be practicable, or that the other assets of the debtor will be sufficient to permit a recovery in respect of a defaulted loan in excess of the liquidation value of the related pledged assets. Any risks associated with loans with no or limited recourse may affect the yield to maturity of these debt securities purchased by the Fund.

Currency and Exchange Rate Risks. The Fund’s assets may be invested in securities of companies denominated in currencies other than the U.S. dollar. Accordingly, a portion of the income received directly or indirectly (through the companies in which the Fund will invest or by their sale) by the Fund may be denominated in non-U.S. currencies. The Fund nevertheless will compute and distribute its income in U.S. dollars. Since the Fund may invest in securities denominated or quoted in currencies other than the U.S. dollar, changes in currency exchange rates may affect the value of the Fund’s portfolio and the unrealized appreciation or depreciation of investments. Further, the Fund may incur costs in connection with conversions between various currencies.

The Fund may enter into futures or forward contracts on currencies in U.S. and non-U.S. markets for hedging purposes. There is no certainty that instruments suitable for hedging currency shifts will be available at the time when the Fund wishes to use them.

Small Companies. The Fund may invest a substantial portion of its assets in small and/or less well-established companies, which may be in a stressed or distressed financial condition. While smaller companies generally have potential for rapid growth, they involve higher risks because they may lack the management experience, financial resources, product diversification, and competitive strength of larger corporations. In addition, in many instances, the frequency and volume of their trading is substantially less than is typical of larger companies. As a result, the debt securities of smaller companies, especially those in a precarious financial position, will be subject to greater risk of delinquency and/or default, thereby forcing the Fund to sell Portfolio Investments at discounts from quoted prices or may have to make a series of small sales over an extended period of time due to the trading volume or negotiate less desirable repayment terms.

Purchases of Securities and other Obligations of Financially Distressed Companies. The Fund may purchase securities and other obligations of companies that are experiencing significant financial or business distress, including companies involved in bankruptcy, or other reorganization and liquidation

proceedings. Acquired investments may include senior or subordinated debt securities, bank loans, promissory notes and other evidences of indebtedness, as well as payables to trade creditors. Although such purchases may result in significant returns to the Fund, they involve a substantial degree of risk and may not show any return for a considerable period of time. In fact, many of these securities and investments ordinarily remain unpaid unless and until the issuing companies reorganize and/or emerge from bankruptcy proceedings, and as a result may have to be held for an extended period of time. The level of analytical sophistication, both financial and legal, necessary for successful investment in companies experiencing significant business and financial distress is unusually high. There is no assurance that the Sponsor will correctly evaluate the nature and magnitude of the various factors that could affect the prospects for a successful reorganization or similar action. In any reorganization or liquidation proceeding relating to a fund in which the Fund invests, the Fund may lose its entire investment or may be required to accept cash or securities with a value less than the Fund's original investment. Under such circumstances, the returns generated from the Fund's investments may not compensate the Interest Owners adequately for the risks assumed.

Failure of Brokers and Other Depositories. There is the possibility that the institutions, including brokerage firms and banks, with which the Fund will do business, or with whom securities may be entrusted for custodial purposes, will encounter financial difficulties that may impair the operational capabilities or the capital position of the Fund. The Fund may maintain a portion of its assets in clearing accounts pursuant to clearing agreements with foreign clearing firms (including banks and brokers) and foreign affiliates of U.S. broker-dealers. Foreign firms are generally not subject to U.S. laws and regulations and foreign markets may be subject to less regulation and supervision than in the U.S. Transaction costs of investing in non-U.S. securities in foreign markets may be higher than in the United States and clearance procedures may be less efficient.

Fund Risks

Illiquidity of Interests; Long-Term Investment. An investment in the Fund will be illiquid and involves a high degree of risk. There is no public market for the Interests, and it is not expected that a public market will develop. The inherent nature of investing in private funds dictates a significant length of time between the initial investment and realization of gains, if any. Consequently, Interest Owners must be able to bear the economic risks of an investment in the Interests for an indefinite period of time.

Restrictions on Transfer and Withdrawal. The transferability of Interests will be restricted by the Trust Agreement and by United States federal and state securities laws. In general, Interest Owners will not be able to sell or transfer Interests to third parties or voluntarily withdraw from the Fund without the consent of the Sponsor, which may be withheld for any reason or for no reason. Subscribers will be required to represent and agree that they are purchasing the Interests for their own account for investment only and not with a view to the resale or distribution thereof. Consequently, Interest Owners may not be able to liquidate their investments prior to the end of the Fund's term.

Funding Commitment. By executing the Subscription Documents, Subscribers are agreeing to make the Investment in the Fund payable by check or wire transfer which must be received by the Fund within five (5) business days after acceptance of the Subscription Documents by the Sponsor.

Limited Rights of Interest Owners. Interest Owners, other than the Sponsor, cannot exercise any management or control functions with respect to the Fund’s operations, although they have limited rights and duties as set forth in the Trust Agreement.

Reserves. As is customary in the industry, the Sponsor, in its sole discretion, may establish reserves for operating expenses, Fund liabilities, follow-on investments by the Fund in Portfolio Investments, and other matters. Estimating the appropriate amount of such reserves is difficult, especially for follow-on investment opportunities, which are directly tied to the success and capital needs of Portfolio Investments. Inadequate or excessive reserves could impair the investment returns to the Interest Owners. If reserves are inadequate, the Fund may be unable to take advantage of attractive follow-on or other investment opportunities or to protect its existing investments from dilutive or other punitive terms associated with “pay-to-play” or similar provisions. If reserves are excessive, the Fund may decline attractive investment opportunities or hold unnecessary amount of capital in money market or similar low-yield accounts.

Restrictions on Transferability; Possible Illiquidity. The Trust Agreement substantially restricts the transferability or assignability of the Interests or redemption from the Fund. The Sponsor’s consent, in its sole discretion, is a condition to any transfer, assignment or redemption, and such consent is within its sole discretion. If, as a result of some change in circumstances, arising from an event not presently contemplated, an Interest Owner wishes to transfer all or part of its Interests, and even if all conditions to such a transfer are met, such Interest Owner may find no transferee for its Interests due to market conditions or the general illiquidity of the Interests.

Limitations on the Obligations of the Principals of the Sponsor. The principals of the Sponsor will devote only such time to Fund matters as they, in their sole discretion, deem appropriate. The Sponsor will have the sole right to conduct the operations of the Fund in such manner, as it deems proper. The other Interest Owners will have no such authority and will be dependent upon the judgment and skill of the Sponsor.

Risks Associated with the Performance Allocation. The Performance Allocation could encourage the Sponsor to make investments on behalf of the Fund that are riskier or more speculative than it would if the Sponsor were receiving only a flat fee. Further, the Sponsor will receive the Performance Allocation as to unrealized gains that may never be realized and will not return a Performance Allocation allocated for a period in which there is a profit, even if in a subsequent period the Fund does not earn a profit or suffers a loss. As a result, the Performance Allocation may be greater than it would be if it were based solely on realized gains.

Potential Mandatory Withdrawal. The Sponsor may, in its sole discretion at any time on written notice, require an Interest Owner to withdraw all or a portion of its Interests. Such mandatory redemption could result in adverse tax and/or economic consequences to such Interest Owner.

Other Risks

Tax Risks. For a discussion of income tax risks associated with an investment in the Fund, see the discussion under “TAXES.” An Interest Owner’s particular tax circumstances will not be taken into account by the Sponsor when making decisions on behalf of the Fund.

Tax Exempt Interest Owners; Limitations on Investments. Certain tax-exempt Prospective Investors may be subject to 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, or in investment strategies of the types which the Fund may utilize from time to time. The Sponsor believes that an investment in the Fund is generally appropriate for tax-exempt organizations for which investment in the Fund would otherwise be suitable. However, each type of exempt organization may be subject to different laws, rules and regulations, and Prospective Investors should consult with their own advisers as to the advisability and tax consequences of an investment in the Fund. In particular, exempt organizations should consider the applicability to them of the provisions relating to UBTI. Investments in the Fund by entities subject to ERISA, and other tax-exempt entities require special consideration. See “ERISA AND OTHER TAX-EXEMPT INVESTORS.”

Regulatory Risks

Investment Company Regulation. Section 3(c)(1) of the 1940 Act excludes from regulation issuers (i) whose outstanding securities are beneficially owned by not more than 100 persons, and (ii) who are not making and do not presently propose to make a public offering of their securities. The Sponsor believes that, by virtue of section 3(c)(1) of the 1940 Act, the Fund should not be deemed to be an “investment company” and, accordingly, should not be required to register as such under the 1940 Act.

Should private investment company exclusions cease to be available to the Fund, the Fund and the Sponsor could be subject to legal action by the SEC and others, possibly resulting in financial losses to the Fund and the termination of the Fund’s business.

Private Offering Exemption. The Fund intends to offer Interests on a continuing basis without registration under any securities laws in reliance on an exemption for “transactions by an issuer not involving any public offering.” While the Sponsor believes reliance on such exemption is justified, there can be no assurance that factors such as the manner in which offers and sales are made, concurrent offerings by other companies, the scope of disclosure provided, failures to make notice filings, or changes in applicable laws, regulations, or interpretations will not cause the Fund to fail to qualify for such exemption under federal or one or more states’ laws. Failure to so qualify could result in the rescission of sales of Interests at prices higher than the current value of those Interests, potentially materially and adversely affecting the Fund’s performance and business. Further, even non-meritorious claims that offers and sales of Interests were not made in compliance with applicable securities laws could materially and adversely affect the Sponsor’s ability to conduct the Fund’s business.

Compliance with ERISA. If the assets of the Fund were to become “plan assets” subject to ERISA and Section 4975 of the Code, certain investments made or to be made by the Fund in the normal course of its operations might result in non-exempt prohibited transactions and might have to be rescinded. If at any time the Sponsor determines that assets of the Fund may be deemed to be “plan assets” subject to ERISA and Section 4975 of the Code, the Sponsor may take certain actions it may determine to be necessary or appropriate, including requiring one or more Interest Owners to redeem or otherwise dispose of all or part of their Interests in the Fund or terminating and liquidating the Fund. See “ERISA AND OTHER TAX-EXEMPT INVESTORS.”

Other. The Fund and the Sponsor will be subject to various other securities and similar laws and regulations that could limit some aspects of the Fund’s operations or subject the Fund or the Sponsor to the risk of sanctions for noncompliance.

THE FOREGOING RISK FACTORS DO NOT PURPORT TO BE A COMPLETE EXPLANATION OF THE RISKS INVOLVED IN THIS OFFERING. PROSPECTIVE INVESTORS MUST READ THE ENTIRE MEMORANDUM, THE TRUST AGREEMENT AND THE SUBSCRIPTION DOCUMENTS BEFORE DETERMINING WHETHER TO INVEST IN THE FUND. ALL PROSPECTIVE INVESTORS MUST OBTAIN PROFESSIONAL GUIDANCE FROM THEIR TAX AND LEGAL ADVISERS IN EVALUATING ALL OF THE TAX IMPLICATIONS AND RISKS INVOLVED IN INVESTING IN THE FUND.

CONFLICTS OF INTEREST / RELATED-PARTY TRANSACTIONS

Transactions with Affiliates

The Sponsor, the Trustee or their principals may be affiliated with or render services to other investment entities or accounts, including entities or accounts with investment goals and strategies similar to those of the Fund. The Sponsor, the Trustee or their principals may take action with respect to any of its other clients or for itself or themselves, which may differ from advice given, or the timing or nature of action taken, with respect to the Fund. For instance, the Fund may sell investments at a time when the Sponsor is advising other clients to buy the same investments, or vice versa.

The Sponsor, the Trustee or their principals may also be or become related to other service providers who will provide services to the Fund in which fees and/or commissions will be paid to the Sponsor, the Trustee or their principals; these service providers may include broker-dealers and fund administrative services.

Referrals to affiliated entities could present a conflict of interest because the Sponsor, the Trustee or their principals may have a direct or indirect financial incentive to recommend an affiliated firm's services.

The compensation charged by such affiliates may be higher or lower than fees charged by other firms providing the same or similar services.

Investment Recommendations

As the Sponsor and the Trustee will be receiving compensation for serving as Sponsor and Trustee, respectively, the Sponsor, the Trustee or their respective principals or affiliates may have a conflict of interest in recommending that its or their clients or other persons purchase Interests in the Fund.

Investment Management Agreement

The Investment Management Agreement between the Sponsor and the Fund is a related-party transaction which was not subject to arms-length negotiation, as the Sponsor has executed the Agreement on its own behalf as well as on behalf of the Fund. This presents a conflict of interest because the Sponsor has a direct financial interest in the Agreement.

While the Sponsor believes that compensation charged by the Sponsor under the Agreement is competitive and the terms and conditions are within industry standards, such compensation may be higher or lower than fees charged by other firms providing the same or similar services, and the terms and conditions of the Agreement may be more or less favorable than those of other firms.

Portfolio Investments

The Portfolio Investments of the Fund will be chosen by the Sponsor in its sole discretion. The Fund may purchase interests in Portfolio Investments with which the Sponsor, the Trustee or their principals are affiliated or have direct or indirect financial or other interests. For example, (i) the Sponsor and/or an affiliate of the Sponsor may receive fees in connection with the Portfolio Investment or (ii) the Fund may invest in another fund where the Trustee and/or an affiliate of the Trustee serves as trustee, fund

administrator, sponsor or general partner for the fund. The Fund's participation in such Portfolio Investments could present a conflict of interest and may constitute a related-party transaction which was not subject to arms-length negotiation. While the Sponsor believes that the price and other terms and conditions of such Portfolio Investments will be within industry standards, the price and terms and conditions may be less favorable than those of potential Portfolio Investments where the Sponsor, the Trustee or their principals are not affiliated and/or do not have a direct or indirect financial or other interest.

PRIVACY POLICIES

The following notice regarding the privacy policies and procedures of the Sponsor / Fund and the Trustee is being provided to Prospective Investors and Interest Owners in accordance with the SEC's rule regarding the privacy of consumer financial information ("*Regulation S-P*") and/or other applicable laws, rules and regulations. Please take the time to read and understand privacy policies and procedures which have been implemented to safeguard your nonpublic personal information.

SPONSOR / FUND'S PRIVACY POLICY

Information the Sponsor / Fund Receives and Collects

The Sponsor / Fund must receive and collect certain nonpublic personal information regarding Prospective Investors, Subscribers, Interest Owners and their respective principals and/or affiliates in performing administrative and other services for the Fund. The personal identifiable financial information which the Sponsor / Fund receives and gathers in connection with such services may include, without limitation:

- Information the Sponsor / Fund receives from the Sponsor, the Fund, Prospective Investors, Subscribers and Interest Owners, including, without limitation, on the Subscription Documents, applications and other forms and documents;
- Information about the Interest Owner's transactions with the Sponsor, the Fund, the Sponsor / Fund, their respective principals and/or affiliates or others; and
- Information collected through an Internet "cookie" (an information collecting device from a web server).

Information the Sponsor / Fund Discloses

The Sponsor / Fund does not disclose any nonpublic personal information about Prospective Investors, Subscribers, Interest Owners and their respective principals and/or affiliates to anyone, except as permitted by law. In accordance with Section 248.13 of Regulation S-P, the Sponsor / Fund may disclose all of the information the Sponsor / Fund collects, as described above, to certain affiliated or non-affiliated third parties such as attorneys, accountants, auditors and persons or entities that are assessing the Sponsor / Fund in performing its services or other related matters. The Sponsor / Fund does not share any information with affiliated or non-affiliated parties for any purposes unrelated to its performance of such services.

Confidentiality and Security

The Sponsor / Fund protects the confidentiality of personal information, including against any foreseeable threats to the security or integrity of personal information or unauthorized access or use of data, and maintains appropriate procedures for the disposal of nonpublic personal information.

TRUSTEE'S PRIVACY POLICY

Information the Trustee Receives and Collects

The Trustee must receive and collect certain nonpublic personal information regarding Prospective Investors, Subscribers, Interest Owners and their respective principals and/or affiliates in performing

administrative and other services for the Fund. The personal identifiable financial information which the Trustee receives and gathers in connection with such services may include, without limitation:

- Information the Trustee receives from the Sponsor, the Fund, Prospective Investors, Subscribers and Interest Owners, including, without limitation, on the Subscription Documents, applications and other forms and documents;
- Information about the Interest Owner's transactions with the Sponsor, the Fund, the Trustee, their respective principals and/or affiliates or others; and
- Information collected through an Internet "cookie" (an information collecting device from a web server).

Information the Trustee Discloses

The Trustee does not disclose any nonpublic personal information about Prospective Investors, Subscribers, Interest Owners and their respective principals and/or affiliates to anyone, except as permitted by law. In accordance with Section 248.13 of Regulation S-P, the Trustee may disclose all of the information the Trustee collects, as described above, to certain affiliated or non-affiliated third parties such as attorneys, accountants, auditors and persons or entities that are assessing the Trustee in performing its services or other related matters. The Trustee does not share any information with affiliated or non-affiliated parties for any purposes unrelated to its performance of such services.

Confidentiality and Security

The Trustee protects the confidentiality of personal information, including against any foreseeable threats to the security or integrity of personal information or unauthorized access or use of data, and maintains appropriate procedures for the disposal of nonpublic personal information.

SUBSCRIPTION PROCEDURE / ADDITIONAL INFORMATION

In making an investment decision, Prospective Investors must rely on their own examination of the Fund and the terms of this Offering, including the merits and significant risks involved. Prospective Investors should consult their own counsel, accountants and other professional advisors, agents and representatives as to investment, legal, tax and other related matters concerning the Prospective Investors' proposed investment.

Subscription Procedure

To become an Interest Owner, a Subscriber must: (i) complete and execute a copy of the Subscription Documents, inserting the amount of the Investment agreed to be made, the Subscriber's personal information, and taxpayer identification or social security number; (ii) provide copies of documents confirming the Subscriber's identification, such as a passport or driver's license, IRS Form W-9 and utility bill; and (iii) return all such executed copies to the Sponsor. The Subscription Documents are contained in the materials accompanying this Memorandum.

In order to comply with United States and international laws aimed at the prevention of money laundering and terrorist financing, each Subscriber that is an individual will be required to represent in the Subscription Documents that, among other things, he/she is not, nor is any person or entity controlling, controlled by or under common control with the Subscriber, a "Prohibited Investor" as defined in the Subscription Documents (generally, a person involved in money laundering or terrorist activities, including those persons or entities that are included on any relevant lists maintained by the U.S. Treasury Department's Office of Foreign Assets Control, any senior foreign political figures, their immediate family members and close associates, and any foreign shell bank). Further, each Subscriber which is an entity will be required to represent in the Subscription Documents that, among other things, (i) it has carried out thorough due diligence to establish the identities of its beneficial owners, (ii) it reasonably believes that no beneficial owner is a "Prohibited Investor," (iii) it holds the evidence of such identities and status and will maintain such information for at least five years from the date of its complete withdrawal from the Fund, and (iv) it will make available such information and any additional information that the Fund may require upon request that is required under applicable regulations.

The Sponsor reserves the right to request such further information as it considers necessary to verify the identity of a Subscriber. In the event of delay or failure by the Subscriber to produce any information required for verification purposes, the Sponsor may reject Subscription Documents or refuse to accept an Investment until proper information has been provided and any funds received may be returned without interest to the account from which the monies were originally debited.

See "REGULATORY MATTERS – Anti-Money Laundering Considerations."

The Sponsor may accept or reject any Subscription Documents in its sole discretion. If the Subscription Documents are accepted by the Sponsor, the Fund will send the Subscriber a copy of the Subscription Documents as executed by the Sponsor.

By executing the Subscription Documents, Subscribers are agreeing to make the Investment in the Fund payable by check or wire transfer which must be received by the Fund within five (5) business days after acceptance of the Subscription Documents by the Sponsor.

The Sponsor may pay fees to persons (whether or not affiliated with the Sponsor) who are instrumental in the sale of Interests in the Fund. Any such fees will in no event be payable by or chargeable to the Fund or any Interest Owner or Subscriber.

Additional Information

Prior to the submission of completed Subscription Documents, each Prospective Investor and/or its advisors, agents and representatives may ask questions and/or request and receive additional information from the Sponsor concerning any aspect of the Fund and its proposed investments and operations which is reasonably necessary, in the Sponsor's sole discretion, for the Prospective Investor to verify the accuracy of the information set forth herein and to otherwise make an informed investment decision, provided the Sponsor possess such information or can acquire it without unreasonable effort or expense.