Valar Global Fund IV LP

$150,000,000

VALAR

Limited Partner Interests

Confidential Private Placement Memorandum

Valar Ventures LLC
915 Broadway, Suite 1101
New York, New York 10010

Copy #_____

Issued to: _____

Confidential Private Placement Memorandum

VALAR GLOBAL FUND IV LP

$150,000,000

Limited Partner Interests

THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM (THE "***MEMORANDUM***") HAS BEEN PREPARED SOLELY FOR USE BY THE PROSPECTIVE INVESTORS OF VALAR GLOBAL FUND IV LP (THE "***FUND***" OR THE "***PARTNERSHIP***") AND SHALL BE MAINTAINED IN STRICT CONFIDENCE. EACH RECIPIENT HEREOF ACKNOWLEDGES AND AGREES THAT (I) THE CONTENTS OF THIS MEMORANDUM CONSTITUTE PROPRIETARY AND CONFIDENTIAL INFORMATION, (II) VALAR VENTURES GP IV LLC (THE "***GENERAL PARTNER***"), VALAR VENTURES LLC (THE "***MANAGEMENT COMPANY***") AND THEIR AFFILIATES, INCLUDING WITHOUT LIMITATION THE FUND (COLLECTIVELY, THE "***FIRM***") DERIVE INDEPENDENT ECONOMIC VALUE FROM SUCH CONFIDENTIAL INFORMATION NOT BEING GENERALLY KNOWN, AND (III) SUCH CONFIDENTIAL INFORMATION IS THE SUBJECT OF REASONABLE EFFORTS TO MAINTAIN ITS SECRECY. THE RECIPIENT FURTHER AGREES THAT THE CONTENTS OF THIS MEMORANDUM ARE A TRADE SECRET, THE DISCLOSURE OF WHICH IS LIKELY TO CAUSE SUBSTANTIAL AND IRREPARABLE COMPETITIVE HARM TO THE FIRM. 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 MANAGEMENT COMPANY, IS PROHIBITED. EACH PERSON WHO HAS RECEIVED THIS MEMORANDUM IS DEEMED TO AGREE TO RETURN THIS MEMORANDUM TO THE MANAGEMENT COMPANY UPON REQUEST. THE EXISTENCE AND NATURE OF ALL CONVERSATIONS REGARDING THE FUND AND THIS OFFERING MUST BE KEPT CONFIDENTIAL.

THIS MEMORANDUM HAS BEEN PREPARED IN CONNECTION WITH A PRIVATE OFFERING TO ACCREDITED INVESTORS OF LIMITED PARTNER INTERESTS IN THE FUND (THE "***INTERESTS***"). EACH INVESTOR WILL BE REQUIRED TO EXECUTE A LIMITED PARTNERSHIP AGREEMENT (AS AMENDED, RESTATED AND/OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "***PARTNERSHIP AGREEMENT***") AND SUBSCRIPTION AGREEMENT AND INVESTOR QUESTIONNAIRE (THE "***SUBSCRIPTION AGREEMENT***") TO EFFECT ITS INVESTMENT IN THE FUND. THIS MEMORANDUM CONTAINS A SUMMARY OF THE PARTNERSHIP AGREEMENT, THE SUBSCRIPTION AGREEMENT AND CERTAIN OTHER DOCUMENTS REFERRED TO HEREIN. HOWEVER, THE SUMMARIES IN THIS MEMORANDUM DO NOT PURPORT TO BE COMPLETE AND ARE SUBJECT TO AND ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE ACTUAL TEXT OF THE RELEVANT DOCUMENT, COPIES OF WHICH WILL BE PROVIDED TO EACH PROSPECTIVE INVESTOR UPON REQUEST. EACH PROSPECTIVE INVESTOR SHOULD REVIEW THE PARTNERSHIP AGREEMENT, THE SUBSCRIPTION AGREEMENT AND SUCH OTHER

DOCUMENTS FOR COMPLETE INFORMATION CONCERNING THE RIGHTS, PRIVILEGES AND OBLIGATIONS OF INVESTORS IN THE FUND. IF ANY OF THE TERMS, CONDITIONS OR OTHER PROVISIONS OF THE PARTNERSHIP AGREEMENT, THE SUBSCRIPTION AGREEMENT OR SUCH OTHER DOCUMENTS ARE INCONSISTENT WITH OR CONTRARY TO THE DESCRIPTIONS OR TERMS IN THIS MEMORANDUM, THE PARTNERSHIP AGREEMENT, THE SUBSCRIPTION AGREEMENT OR SUCH OTHER DOCUMENTS SHALL CONTROL. THE FIRM RESERVES THE RIGHT TO MODIFY THE TERMS OF THE OFFERING AND THE INTERESTS DESCRIBED IN THIS MEMORANDUM, AND THE INTERESTS ARE OFFERED SUBJECT TO THE GENERAL PARTNER'S ABILITY TO REJECT ANY COMMITMENT IN WHOLE OR IN PART.

THE INTERESTS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "***SECURITIES ACT***"), OR ANY UNITED STATES STATE SECURITIES LAWS OR THE LAWS OF ANY FOREIGN JURISDICTION. THE INTERESTS WILL BE OFFERED AND SOLD UNDER THE EXEMPTION PROVIDED BY SECTION 4(2) OF THE SECURITIES ACT AND REGULATION D PROMULGATED THEREUNDER AND OTHER EXEMPTIONS OF SIMILAR IMPORT IN THE LAWS OF THE STATES AND OTHER JURISDICTIONS WHERE THE OFFERING WILL BE MADE. THE FUND WILL NOT BE REGISTERED AS AN INVESTMENT COMPANY UNDER THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "***INVESTMENT COMPANY ACT***"). CONSEQUENTLY, INVESTORS WILL NOT BE AFFORDED THE PROTECTIONS OF THE INVESTMENT COMPANY ACT.

THE INTERESTS DESCRIBED IN THIS MEMORANDUM ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE PARTNERSHIP AGREEMENT AND THE SECURITIES ACT AND 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 FUND'S INVESTMENTS WILL BE CHARACTERIZED BY A HIGH DEGREE OF RISK, VOLATILITY AND ILLIQUIDITY. A PROSPECTIVE PURCHASER SHOULD THOROUGHLY REVIEW THE CONFIDENTIAL INFORMATION CONTAINED HEREIN AND THE TERMS OF THE PARTNERSHIP AGREEMENT AND SUBSCRIPTION AGREEMENT, AND CAREFULLY CONSIDER WHETHER AN INVESTMENT IN THE FUND IS SUITABLE TO THE INVESTOR'S FINANCIAL SITUATION AND GOALS.

CERTAIN ECONOMIC AND MARKET INFORMATION CONTAINED HEREIN HAS BEEN OBTAINED FROM PUBLISHED SOURCES PREPARED BY OTHER PARTIES. WHILE SUCH SOURCES ARE BELIEVED TO BE RELIABLE, NEITHER THE FUND, THE GENERAL PARTNER, NOR THEIR RESPECTIVE AFFILIATES ASSUME ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. NEITHER DELIVERY OF THIS MEMORANDUM NOR ANY STATEMENT HEREIN SHOULD BE TAKEN TO IMPLY THAT ANY INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF.

NO PERSON HAS BEEN AUTHORIZED TO MAKE ANY STATEMENT CONCERNING THE FUND OR THE SALE OF THE INTERESTS DISCUSSED HEREIN OTHER THAN AS SET FORTH IN THIS MEMORANDUM, AND ANY SUCH STATEMENTS, IF MADE, MUST NOT BE RELIED UPON.

PROSPECTIVE INVESTORS ARE CAUTIONED NOT TO RELY ON THE PRIOR RETURN INFORMATION SET FORTH HEREIN IN MAKING A DECISION WHETHER OR NOT TO PURCHASE THE INTERESTS OFFERED HEREBY. THE RETURN INFORMATION CONTAINED HEREIN HAS NOT BEEN AUDITED OR VERIFIED BY ANY INDEPENDENT PARTY AND SHOULD NOT BE CONSIDERED REPRESENTATIVE OF THE RETURNS THAT MAY BE RECEIVED BY AN INVESTOR IN THE FUND. CERTAIN FACTORS EXIST THAT MAY AFFECT COMPARABILITY INCLUDING, AMONG OTHERS, THE DEDUCTION OF FEES AND EXPENSES AND THE PAYMENT OF A CARRIED INTEREST. CERTAIN FACTUAL AND STATISTICAL INFORMATION CONTAINED HEREIN HAS BEEN OBTAINED FROM PUBLISHED SOURCES PREPARED BY OTHER PARTIES AND HAS NOT BEEN INDEPENDENTLY VERIFIED BY THE GENERAL PARTNER OR ANY OF ITS AFFILIATES. OPINIONS AND ESTIMATES MAY BE CHANGED WITHOUT NOTICE. IN CONSIDERING THE PRIOR PERFORMANCE INFORMATION CONTAINED HEREIN, 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.

CERTAIN STATEMENTS OF PAST PERFORMANCE OF OTHER INVESTMENT FUNDS MANAGED BY THE MANAGEMENT COMPANY OR AFFILIATES THEREOF AND CERTAIN ECONOMIC AND MARKET INFORMATION, CONTAINED HEREIN INCLUDES PROJECTIONS AND ESTIMATES MADE BY THE MANAGEMENT COMPANY AND OTHER PARTIES. THE PROJECTED RETURNS CONTAINED HEREIN MAY BE CALCULATED ON A COMPANY BY COMPANY BASIS, AND ARE BASED ON ESTIMATES OF THE EVENTUAL MAGNITUDE AND THE TIMING OF THE RETURNS FROM EACH COMPANY MADE BY THE MANAGEMENT COMPANY. THE PROJECTED RETURNS AND ESTIMATES OF ECONOMIC AND MARKET INFORMATION CONTAINED HEREIN INVOLVE RISKS AND UNCERTAINTIES AND: (I) ARE BASED UPON ASSUMPTIONS CONCERNING CIRCUMSTANCES AND EVENTS THAT HAVE NOT YET OCCURRED AND (II) MAY BE SUBJECT TO BEING INFLUENCED BY EVENTS BEYOND THE CONTROL OF THE MANAGEMENT COMPANY. ACTUAL RESULTS COULD DIFFER SIGNIFICANTLY. NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IS MADE BY THE FIRM AS TO THE REASONABLENESS OR ACCURACY OF THE PROJECTIONS OR ESTIMATES AND, AS A RESULT, SUCH PROJECTIONS AND ESTIMATES SHOULD BE VIEWED SOLELY AS AN ORDERLY REPRESENTATION OF ESTIMATED RESULTS IF UNDERLYING ASSUMPTIONS ARE REALIZED. INVESTORS SHOULD SUBJECT THE PROJECTIONS AND ESTIMATES TO REVIEW BY THEIR OWN PROFESSIONAL ADVISERS. UPON REQUEST, THE MANAGEMENT COMPANY WILL PROVIDE INVESTORS WITH THE ASSUMPTIONS AND METHODOLOGIES USED IN PREPARING THE PROJECTIONS AND ESTIMATES.

THE MEMORANDUM, TOGETHER WITH ANY AMENDMENTS AND SUPPLEMENTS THERETO, AND ANY OTHER OFFERING MATERIALS DISTRIBUTED TO THE LIMITED PARTNERS (TOGETHER, THE "***OFFERING MATERIALS***") CONTAIN CERTAIN STATEMENTS WITH RESPECT TO, AND DISCLOSE CERTAIN INFORMATION WITH REGARD, TO THE THIEL PERSONS (AS DEFINED HEREIN). NONE OF THE THIEL PERSONS MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE CONTENTS OF THE OFFERING MATERIALS. NONE OF THE THIEL PERSONS HAS OR ASSUMES ANY RESPONSIBILITY FOR ANY PART OF THE FORM OR SUBSTANCE OF THE OFFERING MATERIALS, AND THE OFFERING MATERIALS, IN THEIR ENTIRETY, ARE THE RESPONSIBILITY OF THE GENERAL PARTNER AND THE MANAGEMENT COMPANY. THE THIEL PERSONS ARE RELYING,

WITHOUT INDEPENDENT VERIFICATION, ON THE ACCURACY AND COMPLETENESS OF OFFERING MATERIALS.

INVESTORS SHOULD MAKE THEIR OWN INVESTIGATIONS AND EVALUATIONS OF THE FUND, INCLUDING THE MERITS AND RISKS INVOLVED IN AN INVESTMENT THEREIN. PRIOR TO ANY INVESTMENT, THE GENERAL PARTNER WILL GIVE INVESTORS THE OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS AND ADDITIONAL INFORMATION FROM IT CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING AND OTHER RELEVANT MATTERS TO THE EXTENT THE GENERAL PARTNER POSSESSES THE SAME OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE. INVESTORS SHOULD INFORM THEMSELVES AS TO THE LEGAL REQUIREMENTS APPLICABLE TO THEM IN RESPECT OF THE ACQUISITION, HOLDING AND DISPOSITION OF THE INTERESTS IN THE FUND, AND AS TO THE INCOME AND OTHER TAX CONSEQUENCES TO THEM OF SUCH ACQUISITION, HOLDING AND DISPOSITION.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO BUY, AN INTEREST IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION. NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER FEDERAL, STATE OR FOREIGN REGULATORY AUTHORITY HAS APPROVED AN INVESTMENT IN THE FUND. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS MEMORANDUM, NOR IS IT INTENDED THAT THE FOREGOING AUTHORITIES WILL DO SO. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

YOUR INVESTMENT WILL BE DENOMINATED IN UNITED STATES DOLLARS ($) AND, THEREFORE, WILL BE SUBJECT TO ANY FLUCTUATION IN THE RATE OF EXCHANGE BETWEEN UNITED STATES DOLLARS ($), THE CURRENCY OF YOUR OWN JURISDICTION AND THE CURRENCY OF THE JURISDICTION IN WHICH ANY FUND PORTFOLIO COMPANY OPERATES OR GENERATES INVESTMENT PROCEEDS, AS APPLICABLE. SUCH FLUCTUATIONS MAY HAVE AN ADVERSE EFFECT ON THE VALUE, PRICE OR INCOME OF YOUR INVESTMENT.

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS

CERTAIN STATEMENTS IN THIS MEMORANDUM CONSTITUTE FORWARD-LOOKING STATEMENTS. WHEN USED IN THIS MEMORANDUM, THE WORDS "MAY," "WILL," "SHOULD," "PROJECT," "ANTICIPATE," "BELIEVE," "ESTIMATE," "INTEND," "EXPECT," "CONTINUE," AND SIMILAR EXPRESSIONS OR THE NEGATIVES THEREOF ARE GENERALLY INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS. SUCH FORWARD-LOOKING STATEMENTS, INCLUDING THE INTENDED ACTIONS AND PERFORMANCE OBJECTIVES OF THE GENERAL PARTNER, FUND, OR ANY PORTFOLIO COMPANY REFERENCED HEREIN, INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES, AND OTHER IMPORTANT FACTORS THAT COULD CAUSE THE ACTUAL RESULTS, PERFORMANCE, OR ACHIEVEMENTS OF THE GENERAL PARTNER, FUND, OR ANY PORTFOLIO COMPANY TO DIFFER MATERIALLY FROM ANY FUTURE RESULTS, PERFORMANCE, OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. NO REPRESENTATION OR WARRANTY IS MADE AS TO FUTURE PERFORMANCE OR SUCH FORWARD-LOOKING STATEMENTS. ALL FORWARD-LOOKING STATEMENTS IN THIS MEMORANDUM SPEAK ONLY AS OF THE DATE HEREOF. THE FUND AND THE GENERAL PARTNER EXPRESSLY DISCLAIM ANY OBLIGATION OR

UNDERTAKING TO DISSEMINATE ANY UPDATES OR REVISIONS TO ANY FORWARD-LOOKING STATEMENT CONTAINED HEREIN TO REFLECT ANY CHANGE IN ITS EXPECTATION WITH REGARD THERETO OR ANY CHANGE IN EVENTS, CONDITIONS, OR CIRCUMSTANCES ON WHICH ANY SUCH STATEMENT IS BASED.

PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THIS MEMORANDUM AS INVESTMENT, LEGAL, TAX, REGULATORY, FINANCIAL, ACCOUNTING OR OTHER ADVICE, AND THIS MEMORANDUM IS NOT INTENDED TO PROVIDE THE SOLE BASIS FOR ANY EVALUATION OF AN INVESTMENT IN AN INTEREST. PRIOR TO ACQUIRING AN INTEREST, A PROSPECTIVE INVESTOR SHOULD CONSULT WITH ITS OWN LEGAL, INVESTMENT, TAX, ACCOUNTING, AND OTHER ADVISORS TO DETERMINE THE POTENTIAL BENEFITS, BURDENS, AND OTHER CONSEQUENCES OF SUCH INVESTMENT.

ANY QUESTIONS REGARDING THIS OFFERING, AND ANY REQUESTS FOR COPIES OF THE MEMORANDUM, THE PARTNERSHIP AGREEMENT AND THE SUBSCRIPTION AGREEMENT SHOULD BE FORWARDED TO:

Valar Ventures LLC
915 Broadway, Suite 1101
New York, New York 10010
email: [redacted]

TABLE OF CONTENTS

I. EXECUTIVE SUMMARY

Valar Ventures is a venture capital firm focused on identifying and investing in high-growth, early-stage technology companies with the potential to become multi-billion dollar enterprises within 5-7 years of initial investment. Based in New York City, and with one of the strongest brands and networks in the industry, Valar is uniquely positioned to identify and access exceptional early-stage investment opportunities across geographies – from the Bay Area to New York to Europe.

Andrew McCormack and James Fitzgerald (the "***Managing Partners***") formed Valar Ventures in 2010 while working at Thiel Capital, Peter Thiel's family office. Peter was Valar's initial sponsor and represented over 80% of the firm's capital commitments, on an aggregate basis, in the firm's initial investment vehicles (collectively referred to herein as "***Fund 1***"). Valar Ventures spun-out of Thiel Capital in 2013 and is now backed by a broad range of endowments, foundations, institutional wealth managers, family offices and high net worth individuals. Andrew and James are the sole members of the firm's Investment Committee and are responsible for all of the firm's day-to-day operations.

The Firm currently manages over $300 million in capital commitments across all its funds and investment vehicles, and is currently investing out of Valar Global Fund 3, a $100 million fund that is more than 90% invested or reserved for follow-on investments in existing portfolio companies.

Valar is now raising a further fund ("***Fund 4***", the "***Fund***" or the "***Partnership***") with targeted capital commitments of $100-150 million. The Fund is expected to emphasize Series A and Series B stage investments in high-growth technology companies based in first-world economies, with a focus on the US, Europe and Canada, where Valar believes the opportunity to build a massive, globally dominant technology company is the highest (the "***Strategy***").

Since inception, Valar has consistently generated significant returns for its investors, across all of its funds. Fund 1 has significantly outperformed industry benchmarks. And while Funds 2 and 3 are still too early for industry comps, the net IRRs are evidence of early traction in the firm's major investments in those funds.

As of June 30, 2017, Valar has deployed $254.7 million in the Strategy, with a gross asset value of $649.4 million, including realized and unrealized investment gains and losses. Valar Fund 1 (an aggregation of all funds and investments vehicle managed by Valar prior to the formation of Valar Fund 2) has a current gross multiple of 4.3x since October 2010, which, if treated as a single fund, would place its performance within the top echelon of all venture funds and one that has significantly outperformed common public market index references, such as the S&P 500.[1] Out of a total 15 portfolio companies where Valar has invested at least $5 million since inception, two (Xero and TransferWise) have already achieved valuations in excess of a billion dollars and three (Breather, N26 and Stash) have already achieved valuations in excess of a quarter of a billion dollars.

[1] Composition of public market indices may not be comparable with composition of Valar's portfolio and past performance may not be an indicator of future performance.

RESULTS

	Inception	Capital Commitments	Current FMV	Gross/Net Multiple	Gross/Net IRR	DPI	% of Fund Invested/ Reserved
Fund 1	Oct 2010	$100.0M	$411.8M	4.3x / 3.4x	43.7% / 36.3%	1.2x	100%
Fund 2	Jan 2015	$102.3M	$139.5M	1.6x / 1.3x	36.2% / 27.9%	N/A	100%
Fund 3	July 2016	$103.9M	$94.8M	1.4x / 1.3x	207.4% / 146.0%	N/A	90%

*- All figures presented are unaudited estimates in USD as of 6/30/2017, including signed deals that are expected to close in Q3. Gross figures do not include the impact of fees, expenses and carry, and net figures are calculated by reducing gross investment profits by a flat 25% for hypothetical management fees, expenses, and carry. Past performance may not be an indicator of future performance.

II. KEY PRINCIPAL TERMS

The following information is presented as a summary of certain of the Fund's key principal terms only and is qualified in its entirety by the more detailed information contained in "Section VII. Summary of Principal Terms" herein and by the Partnership Agreement, which will be circulated to investors prior to closing. To the extent that this summary conflicts with the Partnership Agreement, the Partnership Agreement will control.

Target Size	$100 million - 150 million
General Partner Commitment	At least 1% of fee-bearing capital
Term	10 years, subject to two, one-year extensions at the General Partner's discretion and thereafter with the consent of a majority in interest of the Limited Partners
Commitment Period	5 years
Management Fee	2.5% of Limited Partners' capital commitments until the end of the Commitment Period; reduced thereafter by 0.1% annually, but not below 1.5% of the aggregate capital commitments of the Limited Partners
Management Fee Reduction	100% of all directors, consulting, management services, transaction, advisory, break-up or broken deal fees
Carried Interest	Carried interest is not payable until 100% of capital contributions have been returned to the Partners, and thereafter will be 20% of net profits until the Fund distributes to each Limited Partner an amount equal to 300% of its capital commitment; thereafter 25% of net profits until the Fund distributes to each Limited Partner an amount equal to 600% of its capital commitment; thereafter 30% of net profits (in each case, with full catch-up for the General Partner)
Clawback	Yes, with a guaranty by each managing member of its share on a several, but not joint, basis
Investment Committee / Key Persons	James Fitzgerald and Andrew McCormack
No Fault Termination	Yes, at any time by the election of eighty percent (80%) in interest of the Limited Partners
Organizational Expenses	Capped at $500,000

III. INVESTMENT STRATEGY

A. CORE STRATEGY

Valar's core strategy is to use its strong brand and its execution-oriented team structure to invest in high-growth, early stage technology companies located in North America and Europe.

Stage: Valar's typical initial investment is generally sized at $3-$12 million into a company that has an enterprise (pre-money) valuation of between $20 and $100 million (in general, Series A and Series B stage investments). A small amount of each fund (up to 10% of capital commitments) may be invested into earlier, seed stage companies, which are considered non-core to the fund's strategy, but some of which may develop into major investments for a fund. In Funds 2 and 3, the average initial check size for major investments has been approximately $7 million. Before making an initial investment, Valar looks for a company to have achieved some initial product/market fit. This can be evidenced by significant customer engagement, early revenue growth, executed partnership agreements (especially in an enterprise sales distribution model) or other market validation of the company's vision and execution. The amount of traction required prior to the Fund investing may vary depending on the market a company is focused on. For example, fintech companies that are digitizing previously analog or inefficient business processes require less proof points, whereas marketplace businesses or companies that are unlocking previously hidden demand require more evidence of traction prior to Valar investing. The Managing Partners also look to the strength of a company's team (including "founder/market fit") as evidence that it is at an appropriate stage to warrant an investment. Valar is comfortable making sizeable investments at even very early stages where the above dynamics are in place.

Sector: Valar is focused on backing companies with the potential to become multi-billion dollar enterprises during the life of the Fund. Valar believes these companies tend to be high-margin businesses focused on massive markets, such as currency transfer (Transferwise), banking (N26, Qonto), commercial real estate (Breather), insurance (Jetty, Coya), investing/retirement savings (Stash), accounting software (Xero), and human resources/compliance software (Kalo). Given that the statistical likelihood of success for any individual startup is low, Valar believes that constructing a portfolio of companies that are operating in trillion dollar industries provides the highest potential to produce at least one significant success. In sourcing and filtering investment opportunities, Valar's investment process eliminates companies that do not have a massive Total Addressable Market ("***TAM***"). Most often, when the firm passes on an investment, it's because it failed this TAM test.

Geography: Valar backs companies that are founded in, and focused on, the United States and Europe. Valar believes that these first-world geographies have the highest potential to consistently produce the sort of multi-billion dollar technology companies that Valar seeks to invest in. Valar's headquarters in New York City affords it a key advantage in accessing opportunities on the East Coast and in Europe while still being within reasonable distance (in terms of time zones and flight times) to work with its companies that are based in, or ultimately relocate to, the Bay Area.

Within North American and Europe, Valar believes that certain cities have a significant advantage in terms of affording a startup the best chance of success. While in theory, an internet-based business can be started from anywhere in the world, scaling a technology company into a global champion requires access to a deep network of capital, business partners and available talent at all stages of the company's lifecycle. Valar believes that, in the Western World, these dynamics are most prevalent in Silicon Valley, New York, London, Berlin and Paris, and to a lesser extent, in the smaller cities that feed into the larger tech hubs (e.g., Provo, Boulder, Portland, Seattle, Los Angeles, all of which feed into Silicon Valley;

Toronto, Montreal, and Boston, which feed into New York; or Amsterdam, Stockholm, Helsinki, and Tallinn, which feed into London).

In Fund 4, Valar intends to continue focusing on companies being built in the geographies in North America and Europe where Valar has previously invested and where its brand value, networks and experience give it a significant competitive advantage in terms of accessing the best opportunities.

B. TARGET RETURNS & PORTFOLIO CONSTRUCTION

Valar intends for each of its flagship funds to realize a 4-6x gross return over the life of the fund. In order to achieve this, Valar places significant importance on the following portfolio construction practices that maximize the potential for outsized returns:

High Concentration: Valar believes strongly in the "power law" theory of venture finance, where the single best performing investment tends to generate a greater return than all of the other investments in a fund combined (and where the second-best performing investment contributes more to the fund's performance than all other investment thereafter combined, and so on). Accordingly, Valar expects that a limited number of major investments – companies meriting at least $3M in capital from the fund – will receive 90% of the fund's invested capital on a cost basis (e.g., 6-8 major investments in a $100M fund), and that the top performing two (or sometimes three) best investments will receive more than 50% of a fund's invested capital.

For example, in Fund 1, two companies, Xero and Transferwise, which make up nearly 100% of Fund 1's profits, received approximately 54% of Fund 1 (based on committed capital). Similarly, approximately 52% of Fund 2 committed capital has been invested in three companies (Breather, N26 and Kalo), with Breather reaching the fund's concentration limit of 25%. And in Fund 3, three companies (Stash, Octane and Qonto) account for 42% of Fund 3's capital commitments, with significant reserves remaining for additional follow-on investment, if warranted.

Significant Follow-On Capital into the Best Performers: Valar believes ensuring that the best performing company or companies have received the lion's share of the fund's investment is key to managing a successful, highly concentrated venture fund. Valar works to achieve this by legging into its investments over time, affording the Managing Partners the opportunity to monitor the performance of each company and determine where the fund's incremental dollars are best allocated. For example, in Fund 1, Valar made four separate investments into Xero over the span of 3+ years (with the third investment being by far its largest) and three investments into Transferwise, writing larger checks in each subsequent round. Moreover, Valar led Transferwise's Series A *and* Series B, taking advantage of Valar's position as an insider to identify a business that had extreme traction and velocity and significantly increase Fund 1's ownership in the company at the right time. To this day, Valar remains the largest investor in Transferwise, a company now valued at $1.7B. The lessons from Fund 1 have been applied to Funds 2 and 3, with Valar making three investments into each of Breather and N26 from Fund 2 (with the majority of Valar's investment into each company coming *after* Fund 2's first investment into each company) and three investments into Stash Invest from Fund 3 (where Valar co-led the Series A with a $3M investment, and then led the Series B with a $15M investment). Rather than simply taking additional "shots on goal" – a strategy that Valar believes is a common mistake among other venture firms – Valar intends to continue allocating the remaining reserves from both Funds 2 and 3 into its existing portfolio companies that demonstrate the highest expected returns for its investors.

In some cases, later follow-on investments, including those at significantly higher valuations, may be made by separate co-investment vehicles or subsequent funds. In addition, Valar may raise a later stage "opportunity fund" in order to take advantage of access to growth stage rounds of companies that have

exceeded the fund's early stage mandate (e.g., companies raising follow-on financing at valuations in excess of $250 million).

Small Funds: Valar believes that smaller funds are more suited for investors looking to achieve annual returns in excess of a 20% IRR. Accordingly, all of Valar's funds have been relatively small, with Funds 2 and 3 having capital commitments of just over $100M each. The firm is targeting $100M-$150M for Fund 4. Given the firm's investment pace, these smaller funds are expected to be fully deployed in approximately three years, with a new fund being raised every 18-24 months.

Venture Math: As a result of Valar's portfolio construction principles (small funds with high concentration and significant follow-on in the best performing companies), any single portfolio company may return a fund multiple times. For example, in Fund 1, Transferwise (which received 22% of the fund's capital commitments), currently accounts for over 2.5x the fund's capital commitments, a figure which the firm expects could end up being two or even three times higher. Valar expects that this dynamic may be even more manifest in Funds 2 and 3, where Valar has emphasized buying larger stakes of each company in its initial investment, increasing the firm's average ownership percentage in its major investments from 12% in Fund 1 to 16% in Fund 2 and nearly 20% in Fund 3. As a result, the average exit valuation required in order for a single company to return 100% of each fund's respective capital commitments was close to $1 billion for Fund 1, but only $650 million for Fund 2 and closer to $500 million for Fund 3.

Valar intends to employ the portfolio concentration principles outlined above in the operation of Fund 4.

IV. COMPETITIVE ADVANTAGES

A. SUPERIOR DEAL FLOW & ACCESS

Early-stage venture capital is fundamentally a people business. Valar's network and reputation are critical to identifying the most promising opportunities, convincing the best entrepreneurs to accept Valar's investment and then helping its companies access smart, down-stream capital. The Managing Partners have spent years building their network and cultivating relationships with key players in each of the venture eco-systems in which they operate.

Deal Flow: Valar's superior deal flow comes from three sources:

1. *Valar/Thiel Proprietary Network*: Prior to forming Valar, Andrew and James had already developed strong networks on both Coasts: Andrew in California, as part of the "PayPal Mafia", and James as a lawyer at a top Wall Street law firm in New York. Then, in 2008, the Managing Partners joined Peter Thiel at Clarium (later Thiel Capital), where they worked closely with many of the rising generation of start-ups and investors, including the founders and senior leadership of Palantir, Facebook, Eventbrite, Founders Fund, Tiger Global, Formation8 (now 8VC), 137 Ventures, and Goldcrest Capital, to name just a few. These relationships, together with Peter Thiel's initial support, accelerated the Managing Partners entry into venture capital and directly yielded some of the firm's best investments to date, including Transferwise (an introduction from Max Levchin), Stash Invest (an introduction through Andrew's San Francisco network) and Octane Lending (an introduction from James' former colleagues at Skadden).

2. *Local Connections*: Similar to Silicon Valley, each of the major cities in which Valar operates has a known circle of top entrepreneurs and investors. The Managing Partners have added to their pre-existing relationships in the Bay Area by spending significant time over the past 5 years developing deep relationships with the major players in each of the other core cities in which it operates (e.g., New York, London, Berlin, Paris). Each of the tech hubs has fairly well established accelerator programs, angel investors and seed-stage investing communities. In particular, seed-stage venture firms that are not positioned to be lifecycle investors are attractive local partners for Valar, as those firms tend to be highly incented to share their best deal flow with deeper pocketed venture funds that can provide Series A, B and later financing to their portfolio companies. These relationships serve to channel deals to Valar as the investor of first choice when companies are looking to raise new financing rounds, particularly in New York (where working with a local investor is preferable to Bay Area money) and in Europe (where partnership with a US firm is viewed as a strong validation of a startups prospects).

3. *In-House Research*: The Internet, it turns out, is a powerful source of information sharing, and the past few years have seen an explosion of technology-focused news outlets, blogs and daily email circulars that surface even the earliest and geographically most remote of startup financings. Because Valar is not generally the first money invested in a company, and because the best entrepreneurs are often highly attuned to building their online presence early, Valar can identify and monitor startups, even in distant geographies, before they reach an appropriate stage of investment for the Fund. Once a potential portfolio company is identified, Valar can use its local networks in the relevant market to obtain an introduction, or directly contact the company's management team, relying on the Firm's global reputation to access to the best companies.

Access: The best entrepreneurs understand the importance of receiving investment from the most reputable venture firms. Unlike public companies or even later-stage private firms, information about early-stage startup companies is not readily available. As a result, many of the key contributors to a startup's ultimate success (e.g., potential employees, prospective customers and downstream investors) rely heavily on the signaling effect that results from a company receiving investment from a highly respected investor. Setting this virtuous circle in motion is of paramount concern to early-stage founders, and is arguably the single most important "value add" a venture investor can offer. In that regard, the imprimatur of Valar choosing to invest in one company over others has significant and immediate reputational and branding benefits to the chosen company. As a result of Valar's prior successes investing in leading fintech startups (Xero, Transferwise, N26, Stash), Valar's reputation as a top fintech investor has grown significantly in the past two years. Moreover, Valar has demonstrated its ability to help attract future downstream financing from top funds, with several of the firm's portfolio companies taking subsequent capital from a number of the most respected VCs, including Accel (Xero), Andreesen-Horowitz and IVP (Transferwise), Coatue Management (Stash Invest), Menlo Ventures and Google Ventures (Breather), and Horizon Ventures (N26).

Beyond the social proof the Valar brand provides, the Managing Partners have also cultivated a reputation for adding value by aligning the core terms of the company's governing documents towards growth and removing founder-unfriendly structures that constrain a startup's flexibility and growth. The Firm is known for practicing a high-availability, low-touch style of working with founders; connecting management with the Firm's networks and offering strategic advice and mentoring as needed. The strong referrals provided by Valar's portfolio company CEOs have become an important part of the Firm's ability to get into the best deals. Examples include Breather's Series B and Jetty's Series A, both of which were highly competitive rounds, and where the founders placed significant weight on the input provided by Valar's other portfolio companies. Valar expects that the continued success of its portfolio companies, and the increasing respect earned by the Managing Partners in the startup eco-system, will keep in motion the virtuous circle that helps drive persistence in venture capital returns for the best performing managers.

B. WILLINGNESS TO TRAVEL

For most Silicon Valley-based funds, making a small, early-stage investment (seed, Series A or even Series B) into an East Coast or European-based startup is simply not practical. The travel required to attend board meetings and work closely with companies at that stage is outside of the historical practice of most Bay Area VCs, a tradition that has been reinforced by both (a) the intense competition among VCs in the Bay Area (there is an important opportunity cost of spending time in other places), (b) the sheer difficulty in traveling from San Francisco to many of the emerging tech hubs (for example, there are no daily non-stop flights from San Francisco to Berlin, and there are no flights under 10 hours from San Francisco to *anywhere* in Europe), and (c) the simple realities of time zones (Continental Europe is +9-10 hours ahead of California, making scheduling board calls and informal check-ins very difficult). As a result, many of the most prestigious venture firms still remain largely focused on the West Coast at the seed, Series A and Series B stages. This dynamic creates a large and growing opportunity, which Valar has been capitalizing on by identifying and working with promising startups on the East Coast and in Europe before they are even on the radar or within the investment mandate of most West Coast venture capital funds.

C. EXECUTION-ORIENTED TEAM

Valar's small size and execution-oriented team has been optimized to allow the Firm to move faster and outflank every firm it has competed against to date. The Managing Partners have devoted considerable thought to how to structure its team – an area that it believes has posed significant challenges to the ability of other venture capital firms to access opportunities outside of their home markets.

The core dynamic of Valar's investment process is its "perpetual-partner-meeting" model, meaning that Andrew and James generally travel and take all calls and meetings together and thus possess nearly symmetric information and are in constant communication about all opportunities available to Valar. The ability to make partnership level decisions in real-time has been key to Valar's success in securing the best opportunities, even in the face of competition from older, more established venture firms with much larger funds and partnerships. Moreover, the Managing Partners attend board meetings and work on all major investments together, avoiding deal attribution or the political horse-trading that goes along with that (there is no "you support my deal and I will support your deal"). This dynamic is particularly important when determining how to allocate remaining dollars in a fund that are reserved for a limited number of follow-on opportunities. As noted above, Valar has been highly successfully preempting successive financing rounds (e.g., Transferwise, Breather, Stash); the Managing Partners' tight alignment and shared data set was key to those decisions.

Valar expects to hire additional investment associates and back office personnel as it expands, but all investment decisions and deal sourcing are expected to be made by the existing Managing Partners for the foreseeable future. Valar believes that its small team and unanimous voting make it more nimble than firms with large investment committees, politicized "Monday meetings", struggles over attribution and economics, and other internal angst caused by large teams operating in an industry where lumpy, large gains, long divorced in time from the investment decision create unhealthy dynamics that erode returns.

V. PARTNERSHIP MANAGEMENT

A. VOTING PROCESS AND CONTROL

The Partnership will be managed by Andrew and James. Investment decisions will be made with the unanimous consent of James and Andrew (the "***Investment Committee***"). If either James or Andrew is affected by a conflict of interest, the additional consent of the Fund's Advisory Board regarding the proposed transaction will be sought. The General Partner anticipates appointing an advisory board of three to five members, to be selected in its discretion following the closing of the Fund. While Peter Thiel is not a member of the Investment Committee and is not expected to be involved in the day-to-day management of the Firm, he owns 20% of the General Partner and the Management Company and may retain veto rights over certain activities of the General Partner, the Management Company and the Fund.

B. STRATEGIC DIRECTION

Andrew and James have traveled the world and taken nearly all meetings together for the past seven years. Based on their intensive experience working together with entrepreneurs and portfolio companies on four continents, they have been able to iterate quickly and continuously refine the Strategy to optimize for the markets, stage of investment, founder attributes and firm structure with the highest potential for yielding outsized venture returns.

C. TEAM BIOGRAPHIES

Andrew McCormack

Andrew is a founder and Managing Partner at Valar Ventures. Andrew's career in technology has included business and corporate development roles at eCount (acquired by Citicorp) and Yahoo! He joined PayPal in 2001, where he worked closely with Peter in preparing for the company's IPO. After PayPal's sale to eBay, Andrew helped launch Clarium Capital and later founded a restaurant group in San Francisco.

In 2008, Andrew rejoined Peter at Thiel Capital, where he led various international initiatives for Thiel Capital and Peter personally. Andrew received his B.A. in Political Science from the University of Pennsylvania.

James Fitzgerald

James is a founder and Managing Partner at Valar Ventures. Prior to Valar, he was COO and General Counsel of Peter Thiel's global parent company, Thiel Capital, where he helped manage Peter's extensive network of investments and businesses. In that capacity, he worked closely with Founders Fund, Mithril, and Clarium.

Prior to joining Thiel Capital, James practiced law for seven years in the New York office of Skadden, Arps, Slate, Meagher & Flom LLP. He received his J.D. from the University of California, Los Angeles and his undergraduate degree from Brigham Young University.

Reuben Kobulnik

Reuben is the Chief Operating Officer and Chief Financial Officer of Valar Ventures, responsible for all operational, financial reporting and legal matters.

Prior to joining Valar, Reuben was Counsel at Skadden, Arps, Slate, Meagher & Flom LLP, where he practiced M&A, private equity and general corporate law for nine years. While at Skadden, Reuben worked closely with James on a number of transactions. Before joining Skadden, Reuben clerked for Justice Morris J. Fish of the Supreme Court of Canada.

Reuben received his law degree as well as an undergraduate degree in Finance and Strategy from McGill University.

John Tenet

John is an Investment Principal at Valar Ventures and is responsible for sourcing and evaluating technology-driven companies across a variety of sectors, as well as providing assistance to the Firm's portfolio companies. John joined Valar from Allen & Company, where he spent 3 years investing in technology, media, and telecom deals, as well as focusing on third party manager sourcing and due diligence as part of the Capital Markets and Investment Management Divisions.

John received his B.A. in Government from Georgetown University in 2010.

VI. INVESTMENT HISTORY

Valar began as a new strategy incubated within Thiel Capital that sought to invest in the increasing number of globally significant technology companies being founded outside of Peter's historical focus of Northern California. To that end, the team began scouting internationally for opportunities in 2010, initially making investments through a series of special purpose vehicles that were primarily funded by Peter, and ultimately spinning out as a stand-alone strategy with significant capital commitments from outside investors:

2010: Valar Ventures LP, a New Zealand partnership (the "***New Zealand Fund***"), made Valar's first investments in New Zealand. Approximately 40% of the capital commitments to the New Zealand Fund were from Peter Thiel; the rest from the New Zealand government and other third party investors.

2012: Opportunities in Xero exceeded the New Zealand Fund's concentration limits and Valar launched VV Xero Holdings LLC (the "***Xero SPV***") to harvest those opportunities.

2012-2013: As Valar broadened its efforts internationally, VV Global LP and VV Global Principals LP were formed to take advantage of a growing number of opportunities outside of New Zealand (the "***VV Funds***"). The VV Funds were 100% funded by Peter Thiel and, with one exception, made all investments *pari passu*.

2013: Based on the success of earlier Valar funds, Valar Global Fund I LP and Valar Global Principals Fund I LP were raised in 2013 with 10% outside capital to invest in technology companies globally. These funds have made all investments *pari passu* and are collectively referred to as "***Global Fund 1***". Among other things, Global Fund 1 was intended to serve as a template for Valar's first institutional fund, including by providing the legal framework, auditable track record and other internal processes necessary to attract institutional capital.

2014: Valar's pro rata rights in the Series C financing of TransferWise, led by Andreessen-Horowitz, exceeded the remaining capital of the VV Funds and Global Fund 1. Valar raised a sidecar fund, Valar Co-Invest 1 LP (the "***TransferWise SPV***"), to participate in that round.

2014-2015: Valar Global Fund II LP and Valar Global Principals Fund II LP, which invest *pari passu* in all transactions (together, "***Fund 2***") were raised in late 2014 and closed in January 2015. Capital commitments to Fund 2 totaled $102 million, with approximately 70% of the funds coming from outside investors (primarily educational endowments, large multi-family offices and high net worth individuals) and the remaining capital commitments coming from Peter Thiel (approximately 30%) and Andrew McCormack and James Fitzgerald (approximately 1%). 100% of capital commitments have been invested or reserved for follow-ons and expenses.

2016-2017: Valar Global Fund III LP and Valar Global Principals Fund III LP, which invest *pari passu* in all transactions (together, "***Fund 3***") closed in July 2016. Capital commitments to Fund 3 totaled $104 million, with approximately 70% of the funds coming from outside investors (primarily educational endowments, large multi-family offices and high net worth individuals) and the remaining capital commitments coming from Peter Thiel (approximately 30%) and Andrew McCormack and James Fitzgerald (approximately 1%). To date, 90% of capital commitments have been invested or reserved for follow-ons and expenses.

2017: Valar's pro rata rights in the Series C financing of Stash Invest, led by Coatue Management, exceeded Fund 3's reserves for the company. Valar raised a sidecar fund, Valar Co-Invest 2 LP (the "***Stash SPV***"), to participate in that round.

For ease of reference in this document, "***Fund 1***" refers to all the funds and investment vehicles listed above that were formed prior to Fund 2, on an aggregate basis.

VII. Fund Performance and Portfolio Company Profiles

Performance information for all Fund 1, Fund 2 and Fund 3 portfolio companies where Valar's initial cost basis was in excess of $2.5 million ("***Major Investments***") appear below in Appendix B. Valar's detailed investment track record, including a complete list of all portfolio company investments, is available in the Firm's electronic data room.[2]

[2] Interested investors should contact Valar for access to the electronic data room.

VIII. Summary Of Principal Terms

The following is a summary of certain of the proposed terms of the Limited Partnership Agreement of Valar Global Fund IV LP (the "***Partnership Agreement***") and Operating Agreement of the General Partner. This summary does not purport to be complete and is qualified in its entirety by reference to the Partnership Agreement.

Fund:	Valar Global Fund IV LP (the "***Fund***" or the "***Partnership***") will be organized as a Delaware limited partnership.
Purpose:	To invest, as a general matter, in earlier-stage, high-growth technology companies through direct, privately negotiated investments in equity or equity-oriented securities of private and, in certain cases, public companies with limited liquidity.
General Partner:	Valar Ventures GP IV LLC, a Delaware limited liability company, will be the general partner of the Fund (the "***General Partner***").
Limited Partners:	Institutions and private individuals (or their estate planning vehicles) that are "accredited investors" within the meaning of the United States Securities Act of 1933 or qualified non-U.S. persons (the "***Limited Partners***", and together with the General Partner the "***Partners***").
Fund Size:	The target size of the Fund is $100 - $150 million in committed capital from the Partners (the "***Capital Commitments***").
General Partner's Capital Commitment:	The General Partner will make a Capital Commitment to the Fund of at least 1% of the aggregate fee bearing Capital Commitments of the Partners. In lieu of a contribution to the Fund entirely in cash, the General Partner may elect to make "deemed" capital contributions for up to 80% of its Capital Commitment, which would reduce subsequent management fee payments due to the General Partner by corresponding amounts (each such amount being a "***Fee Adjustment***").
Timing Of Capital	Each Limited Partner will contribute capital periodically in installments as

CONTRIBUTIONS:	requested by the General Partner upon ten business days' prior written notice; provided, that certain investors regulated under the Employee Retirement Income Security Act of 1974, as amended ("***ERISA***"), may be required to make their first capital contribution into an escrow account or may not be required to make a capital contribution prior to the date the Fund makes its first investment and thereby qualifies as a "venture capital operating company" under applicable Department of Labor regulations. No Limited Partner will be required to contribute any capital following the fifth anniversary of the date of the first investment in a portfolio company except to the extent necessary for (i) Fund expenses (including payment of management fees), (ii) completion of investments in new portfolio companies evidenced by a written term sheet as of such fifth anniversary, (iii) funding follow-on investments in existing portfolio companies, and (iv) fulfillment of indemnification and other obligations and liabilities of the Fund. The period prior to the fifth anniversary of the date of the first investment in a portfolio company is referred to as the "***Commitment Period***".
TERM:	The Fund will be dissolved ten years after the date of the Fund's first investment in a portfolio company; provided, that the General Partner may extend the Fund's term (a) for up to two additional one-year periods in its sole discretion, and (b) for additional one-year periods with the consent of Limited Partners holding more than 50% of the Capital Commitments (a "***Majority-in-Interest of the Limited Partners***"). The Fund may be dissolved prior to the end of its stated term upon the affirmative vote of Limited Partners holding more than 80% of the Capital Commitments, or by the affirmative vote of Limited Partners holding more than two-thirds-in-interest of the Capital Commitments ("***Two-Thirds-in-Interest of the Limited Partners***") following certain events constituting "cause" (as defined in the Partnership Agreement); provided, however, this shall not apply if, in the case of acts by a Managing Member, the offending individual is removed as a managing member of the General Partner.
MANAGEMENT COMPANY:	The General Partner will cause the Fund to enter into a management agreement with Valar Ventures LLC, a Delaware limited liability company, or another entity beneficially owned by Andrew McCormack, James Fitzgerald and Peter Thiel (or another Thiel Person (as defined below) designated by Peter) (the "***Management Company***"), who will be the manager of the Fund and provide management, administrative, operational and other services to the Fund from time to time.
CONTROL:	Andrew McCormack and James Fitzgerald are the Managing Members of the General Partner of the Fund and responsible for the day-to-day operations of the General Partner, the Management Company and the Fund. Investment decisions of the Fund are made by the General Partner acting

	through its Investment Committee (the "***Investment Committee***"), of which Andrew McCormack and James Fitzgerald are the sole members. While Peter Thiel is not a member of the Investment Committee and is not expected to be involved in the day-to-day management or operations of the General Partner, the Management Company or the Fund, Peter (directly or through another Thiel Person) is expected to be a member of the General Partner and entitled to 20% of the carried interest and net management fees paid by the Fund. Moreover, in view of his status as the firm's initial sponsor, Peter may retain veto rights over certain activities of the General Partner, the Management Company and the Fund, as well as the right to terminate Andrew McCormack and James Fitzgerald upon the occurrence of certain events constituting cause.
ADVISORY COMMITTEE:	The Fund will have an Advisory Committee that will serve as such for the Fund and any Parallel Funds, consisting of no less than 3 and no more than 7 representatives of the Limited Partners and constituent limited partners of the Parallel Funds chosen (and subject to removal at any time) by the General Partner in its reasonable judgment (the "***Advisory Committee***"); provided that the General Partner may not appoint any Limited Partner that is an affiliate of the General Partner or any of its respective affiliates. The Advisory Committee will (a) have such duties as are set forth in the Partnership Agreement, (b) approve or disapprove matters pertaining to conflicts of interest as requested by the General Partner (excluding certain matters otherwise expressly addressed pursuant to the terms of the Partnership Agreement), and (c) render such other advice and counsel as requested by the General Partner. The Fund will reimburse each member of the Advisory Committee for his or her reasonable out-of-pocket expenses in connection with his or her activities on the Advisory Committee.
MANAGEMENT FEE:	A management fee will be paid by the Limited Partners of the Fund and the annual management fee will be equal to the Fund's aggregate Capital Commitments made by the Limited Partners multiplied by 2.50% (the "***Management Fee Percentage***"). Notwithstanding the foregoing, beginning with the first full fiscal year that begins after the end of the Commitment Period the Management Fee Percentage will be reduced annually by ten basis points (*i.e.*, by 0.10% per annum) until it is equal to 1.50%. The installment of management fee payable for any fiscal quarter will be equal to one-fourth (1/4) of the Management Fee Percentage in effect for such fiscal quarter (as adjusted) multiplied by the aggregate Capital Commitments made by the Limited Partners. The management fee payable with respect to a fiscal quarter will be reduced by the aggregate amount that the General Partner has elected not to contribute in cash prior to such quarter (i.e., the sum of all Fee Adjustments).

	The management fee will also be reduced by 100% of (i) all cash and non-cash compensation paid as directors, consulting, management services, transaction, advisory, break-up or broken deal fees or other similar fees received by the General Partner, the Management Company, or the respective managing members or managers of such entities in connection with portfolio investments of the Fund and attributable to the Fund's actual investment in such entities and (ii) any placement fees paid by the Fund with respect to the sale of limited partnership interest in the Fund. The management fee will be further reduced during an extension period.
KEY PERSON:	In the event that either (i) James Fitzgerald or (ii) Andrew McCormack (each as a "***Managing Member***" and collectively as "***Managing Members***") ceases to be a managing member of the General Partner, otherwise ceases to participate in the management of the Fund or fails to meet his obligations to devote his business time to the Fund as set forth below under "Time Commitment" (a "***Suspension Event***"), the Commitment Period will automatically be suspended and shall terminate unless Two-Thirds-in-Interest of the Limited Partners affirmatively vote to terminate the suspension within one hundred and eighty (180) days of its commencement; *provided*, that a Two-Thirds-in-Interest of the Limited Partners may vote to terminate a suspension period at any time. Upon the suspension of the Commitment Period, the General Partner will not request further capital contributions except as required for: (i) Fund expenses (including payment of management fees), (ii) completion of investments in new portfolio companies in process at the time of suspension as evidenced by a written term sheet, (iii) funding follow-on investments in existing portfolio companies so long as the Advisory Committee consents to each such investment, and (iv) fulfillment of indemnification and other obligations and liabilities of the Fund. Andrew McCormack and James Fitzgerald are each subject to provisions under which Peter Thiel may remove them from the Management Company or the General Partner for certain events constituting "cause" or otherwise by a vote of one or more of the other members. In the event of such removal, a Managing Member would cease providing services to the Fund, thereby triggering a Suspension Event.
ALLOCATIONS OF PROFIT & LOSS:	At the end of each fiscal year or other accounting period, the net profit and loss for such period will be allocated as follows: i. First, until the "First Allocation Hurdle" (as defined below) is met, allocations shall be made in a manner necessary to cause cumulative net profit and loss to be allocated 80% to the Partners, in proportion to their relative Capital Commitments, and 20% to the General Partner. The "***First Allocation Hurdle***" will be deemed to have been met when each Limited Partner has been allocated net profits equal to 200% of its Capital

	Commitment (i.e., an amount sufficient to enable the Fund to distribute to each Limited Partner an amount equal to 300% of its Capital Commitment). ii. Second, after the First Allocation Hurdle has been met, and until the "Second Allocation Hurdle" (as defined below) is met, (x) 100% to the General Partner until the General Partner has been allocated 25% of the Fund's net profits and (y) thereafter allocations shall be made in a manner necessary to cause cumulative net profit and loss to be allocated 75% to the Partners, in proportion to their relative Capital Commitments, and 25% to the General Partner. The "***Second Allocation Hurdle***" will be deemed to have been met when each Limited Partner has been allocated net profits equal to 500% of its Capital Commitment (i.e., an amount sufficient to enable the Fund to distribute to each Limited Partner an amount equal to 600% of its Capital Commitment). iii. Third, after the Second Allocation Hurdle has been met, (x) 100% to the General Partner until the General Partner has been allocated 30% of the Fund's net profits and (y) thereafter 70% to the Partners, *pro rata* in proportion to their relative Capital Commitments, and 30% to the General Partner. Notwithstanding the foregoing, the General Partner will receive priority allocations of net profits equal to all prior Fee Adjustments.
DISTRIBUTIONS:	The General Partner may cause the Fund to make distributions of cash or marketable securities from time to time in its discretion, subject to reasonable cash reserves for Fund expenses. No more than 120% of the Fund's aggregate Capital Commitments shall be invested in portfolio companies during the term of the Fund. Distributions will be made as follows: i. First, to all Partners in proportion to their relative Capital Commitments until each Partner has received an amount equal to its aggregate capital contributions. ii. Second, until the cumulative amount distributed to each Partner is equal to 300% of such Partner's Capital Commitment as of the date of distribution, such distribution shall be made in the proportions necessary to cause cumulative distributions (other than distributions made pursuant to (i) above) to have been made, (x) 20% to the General Partner; and (y) 80% to all Partners in proportion to their relative Capital Commitments. iii. Third, after the aggregate amount distributed to each Limited Partner is equal to 300% of such Limited Partner's Capital Commitment as of the date of such distribution, 100% to the General Partner until it has received aggregate distributions totaling 25% of (x) the aggregate distributions made to the Partners pursuant to (ii) above plus (y) the aggregate Tax Distributions (as defined below) made to the Partners.

	iv. Fourth, until the cumulative amount distributed to each Partner is equal to 600% of such Partner's Capital Commitment as of the date of distribution, such distribution shall be made in the proportions necessary to cause cumulative distributions (other than distributions made pursuant to (i) above) to have been made, (x) 25% to the General Partner; and (y) 75% to all Partners in proportion to their relative Capital Commitments. v. Fifth, after the aggregate amount distributed to each Limited Partner is equal to 600% of such Limited Partner's Capital Commitment as of the date of distribution, 100% to the General Partner until it has received aggregate distributions totaling 30% of (x) the aggregate distributions made to the Partners pursuant to (ii), (iii) and (iv) above plus (y) the aggregate Tax Distributions made to the Partners. vi. Sixth, (x) 30% to the General Partner; and (y) 70% to all Partners in proportion to their relative Capital Commitments.
TAX DISTRIBUTIONS:	Following the end of each fiscal year, the General Partner may cause the Fund to distribute cash to each Partner in an amount equal to the "Applicable Tax Rate" (as defined below) multiplied by net taxable income (a "***Tax Distribution***"), less all prior cash distributions; *provided*, that the General Partner will have no obligation to make the foregoing distributions if the total amount to be distributed to all Partners would be less than $1 million. For each fiscal year, the amount distributed to any Partner as a Tax Distribution shall not exceed the amount by which (A) such Partner's cumulative aggregate annual tax liability with respect to the Fund for such fiscal year and all prior fiscal years exceeds (B) the cumulative aggregate cash distributions made to such Partner as Tax Distributions and other regular distributions through the end of such fiscal year and all prior fiscal years. The "***Applicable Tax Rate***" means the highest blended federal, state and local marginal income, self employment and medicare tax rates then applicable to an individual residing in any state of the United States, applied by taking into account the character of the taxable income in question (*i.e.*, capital gain, ordinary income, etc.).
CLAWBACK:	The General Partner will be required to pay back to the Fund the amount by which the cumulative net distributions received by the General Partner over the life of the Fund (excluding amounts received by the General Partner in respect of its Capital Commitment) exceeds the product of (A) the applicable carried interest percentage; and (ii) the aggregate amount of profit distributions made to all Partners during the whole term of the Fund; *provided*, that the General Partner will not be obligated to pay an amount in excess of the aggregate carried interest and profit distributions it has received (valued at the time of distribution in the case of securities distributions) less the gross tax liabilities the General Partner would have

	incurred on such distributions if at all times the General Partner were subject to the Applicable Tax Rate, all such allocation resulted from fully taxable transactions (plus any tax benefit actually received by the General Partner in the year in which the General Partner is required to make a clawback payment as reasonably determined by the General Partner). Each managing member of the General Partner will be severally liable for and will personally guaranty his or her pro rata share of the General Partner's remaining obligation. In addition to the amount to be contributed by the General Partner pursuant to the foregoing paragraph, if, upon liquidation of the Partnership, the cumulative Fee Adjustments applied against Management Fees exceeds the sum of (i) the cumulative profits of the Fund for all accounting periods less (ii) the cumulative losses of the Fund for all accounting periods (such amount the "***Deemed Contribution Shortfall***"), then the General Partner or its designated affiliate with a capital contribution obligation shall be required to pay back to the Fund, the lesser of (x) the Deemed Contribution Shortfall and (y) the distributions received by the General Partner or its affiliate that are attributable to the cumulative amount of Profit allocated to the General Partner with respect to such Fee Adjustments, in each case less the gross tax liabilities that the General Partner would have incurred on all allocations of taxable income (net of losses) made with respect to such Fee Adjustments.
EXPENSES:	From the management fee, the Management Company and the General Partner will pay all normal operating expenses incurred in connection with the management of the Fund, the General Partner and the Management Company, including without limitation salaries, wages, rent, travel and other expenses of employees, consultants and agents of the Fund, the General Partner and the Management Company (other than consultants retained in connection with investments or proposed investments). The Fund will pay all expenses incurred in the investigation, holding, purchase, sale or exchange of investments, and certain other related Fund expenses, such as legal, audit and accounting expenses (including third party bookkeeping services). The Fund will bear the out-of-pocket expenses incident to the organization of the Fund and the General Partner up to a maximum of $500,000.
FUND MANAGEMENT & CERTAIN CONFLICTS OF INTEREST:	Each opportunity to invest at least $150,000 into a company that is presented to the Managing Members and that otherwise meets the investment objectives of the Fund (i.e., the potential investment is within the Fund's stated scope, the potential investment is sufficiently large, the potential investment is not expected to require an inordinate portion of the Fund's capital, the company is at an appropriate stage of development, the Fund has sufficient capital available at the time the investment is to be made, etc.), shall be offered to the Fund and each Parallel Fund in

	proportion to their relative available capital; *provided, however*, that the preceding restriction shall only apply from the due date of the initial capital contribution until the end of the "Time Standard Period" (as defined below); *provided, further,* that any opportunities may be allocated in whole or in part to the Partnership's prior funds or the Opportunity Fund (as defined below) until the prior funds or the Opportunity Fund are fully invested or reserved; and *provided, further*, that the foregoing shall not apply to any investment opportunity with respect to which: (i) the participation of an Affiliated Party (as defined below) in such company has been approved by the Advisory Committee; (ii) an Affiliated Party (or an affiliate thereof) has initially invested prior to the date of the Fund's initial closing; (iii) the General Partner has determined, in good faith, does not meet the investment objectives of the Fund; (iv) is to be held by a Special Purpose Investment Fund (as defined below); (v) any investment opportunity in a portfolio company of a Prior Fund, Successor Fund or Opportunity Fund; or (vi) any investment opportunity offered to a Prior Fund, Successor Fund or Opportunity Fund. Peter Thiel and the Thiel Persons (as defined below) are not required to present or offer to the Fund or any Parallel Fund any investment opportunities. The General Partner, the Management Company, the Managing Members and their respective affiliates, members and employees may engage, directly or indirectly, in other businesses or activities, including but not limited to buying and selling securities for their own accounts, the accounts of prior investment funds and other investment vehicles. The Fund may invest in any portfolio company in which a Successor Fund, Prior Fund or Opportunity Fund (or any other investment fund managed by any of the General Partner, the Affiliated Parties or their affiliates) holds an interest. In addition, without the consent of the Advisory Committee, the Fund shall not invest in any company in which the Managing Members, the General Partner, the Management Company or any of their Affiliates hold a direct interest (*i.e.*, an interest not held through a Successor Fund, Prior Fund or other investment fund managed by any of the General Partner, the Affiliated Parties or their Affiliates). The Fund may not purchase an interest in a portfolio company from, or sell securities to, the General Partner, any Affiliated Party, any Thiel Person or any of their respective affiliates, members and employees (or any investment fund managed by any of the foregoing) without the consent of the Advisory Committee. The term "***Affiliated Party***" means any of the General Partner, the Managing Members, the Management Company or any member or employee or Affiliate thereof; provided, however, that Peter Thiel, Peter Thiel's retirement accounts and Thiel Capital LLC and any wholly owned subsidiary of the foregoing ("***Thiel Persons***") shall not be deemed as an Affiliated Party or an affiliate of any Affiliated Party. The Fund will not have any right of first refusal with respect to the

	investment opportunities or existing portfolio companies of Peter Thiel, nor any Thiel Persons, nor any other investment funds managed by Peter Thiel or any Thiel Person. Without prior approval of the Advisory Committee, (i) no more than 5% of "***Combined Capital Commitments***" (i.e., aggregate capital commitments made to the Fund and the Parallel Funds) may be invested in a "blind pool" investment fund that is managed and controlled by an unaffiliated third party and that pays its manager performance based compensation; (ii) no more than 25% of Combined Capital Commitments may be invested in any one portfolio company by the Fund and the Parallel Funds; (iii) no more than 15% of Combined Capital Commitments may be invested in publicly traded securities by the Fund and the Parallel Funds; and (iv) the Fund may not incur indebtedness, or guaranty portfolio company indebtedness, in excess of the lesser of (A) 10% of the Fund's Capital Commitments, and (B) the amount of aggregate Capital Commitments of the Partners that have not been contributed to the Fund as of the date of such debt or guaranty.
TIME COMMITMENT & FORMATION OF A SUCCESSOR FUND:	During the Time Standard Period, and so long as they are managing members of the General Partner, each Managing Member will devote substantially all of his business time to the affairs of the Management Company, the General Partner, the Parallel Funds, certain pre-existing investment vehicles, and the Fund. Following the earlier of (i) such time as at least 75% of the Capital Commitments of the Fund has been invested, committed or reserved for investment in portfolio companies, or applied, committed or reserved for working capital and expenses and (ii) the end of the Commitment Period (the "***Time Standard Period***"), the Managing Members will devote such time as they reasonably deem to be appropriate to the Fund. The General Partner and the Managing Members may form a "***Successor Fund***" to the Fund following the end of the Time Standard Period. In addition, during the Time Standard Period, the General Partner and the Managing Members and their respective affiliates may form an "Opportunity Funds" and/or "Special Purpose Investment Funds." An ***Opportunity Fund*** is a fund created to invest in portfolio companies whose "pre-money" valuation exceeds the valuation at which the Fund typically would invest. A ***Special Purpose Investment Fund*** is a fund created to invest in a specified investment opportunity which meets the Fund's investment objectives and the following criteria: (a) each Partner is provided the first opportunity (on at least five (5) days advance notice) to invest in such special purpose investment fund on a pro rata basis determined by reference to the total of (x) the Partners' respective Capital Commitments and (y) the respective capital commitments of the constituent partners in any Parallel Funds, and (b) such special purpose investment fund charges a carried interest and/or management fee that are no higher than those charged to the Fund. A Special Purpose Investment Fund may not have aggregate capital commitments that exceed 30% of the Combined

	Capital Commitments without the Advisory Committee's approval. For the avoidance of doubt, neither Peter Thiel nor any Thiel Persons shall be required to devote any time to the affairs of the Management Company, the General Partner, the Fund, any Parallel Funds, any Special Purpose Investment Fund or Opportunity Fund or any pre-existing investment vehicles.
REMOVAL OF GENERAL PARTNER	Within 180 days following the occurrence of certain events constituting "trigger events" (as defined in the Partnership Agreement), a Two-Thirds-in-Interest of the Limited Partners may elect to remove the General Partner. If the Limited Partners vote to remove the General Partner, a replacement general partner may be appointed on such economic terms and with such subscription as the replacement general partner and a Two-Thirds-in-Interest of the Limited Partners may agree. The replacement general partner shall continue the business of the Partnership until dissolution in normal course, pursuant to the terms of the Partnership Agreement. Upon the removal of the General Partner, the former General Partner shall not be obligated to make any additional capital contributions to the Partnership and the former General Partner's entire interest in the Partnership shall be converted to that of a Limited Partner with a capital contribution and capital account balance equal to those of the former General Partner. The former General Partner, as a Limited Partner: (i) shall be entitled to receive all allocations and distributions to which it would otherwise be entitled to receive had it not been removed when, as and if such allocations and distributions are made, in respect of all activities of and investments by the Fund that occurred or were committed to by the Fund prior to the effective date of removal; and (ii) the removed General Partner shall be entitled to receive one hundred percent (100%) of all allocations and distributions in respect of its capital contributions. The removed General Partner shall not be entitled to receive any payments of management fee with respect to any period of time after the date of its removal.
UNRELATED BUSINESS TAXABLE INCOME & STATUS AS A VENTURE CAPITAL OPERATING COMPANY:	The General Partner will use its reasonable best efforts to operate the Fund to ensure that no tax-exempt Limited Partner (or any of its equity owners) will be allocated unrelated business taxable income ("***UBTI***") within the meaning of Section 512 of the Internal Revenue Code of 1986 (the "***Code***"), as amended. The General Partner will use its commercially reasonable efforts to (i) avoid having the Fund treated as being engaged in a trade or business within the United States under the Code; (ii) avoid the Fund realizing income that is or is treated as "effectively connected" with the conduct of a trade or business in the United States under the Code; or (iii) prevent the Fund from acquiring any interest in real property located in the United States for purposes of Section 897 of the Code or in any company that is a "United

	States real property holding corporation" within the meaning of the Code. The General Partner will use its reasonable best efforts to operate the Fund so that it will be treated as a "venture capital operating company" under ERISA, if "equity participation" in the Fund held by "benefit plan investors" is "significant" within the meaning of ERISA.
PARALLEL FUNDS:	The General Partner may form (a) one or more investment partnerships or similar entities that may waive (or charge a lower) management fees or carried interest and will be comprised of the members of the General Partner or consultants to, and other persons having strategic or other important relationships with, the Fund and (b) one or more investment partnerships or similar entities formed to accommodate the tax, regulatory or legal needs of investors (including, without limitation, non-United States investors) who would otherwise invest as Limited Partners of the Fund on substantially similar terms, including economic terms, as the Fund (collectively, the "***Parallel Funds***"). Each Parallel Fund will simultaneously invest in the same securities on the same terms and at the same price as the Fund, except in cases in which the portfolio company gives written notice that a Parallel Fund will not be permitted to so invest, or where such investment is not permitted by applicable law or by the terms of the governing agreement of such Parallel Fund. The Fund and the Parallel Funds shall make and dispose of an investment, or make a distribution, on a *pari passu* basis. Investment by each Parallel Fund and the Fund will be according to available capital.
INDEMNIFICATION:	The Fund, out of its assets only, may indemnify the General Partner, the Management Company, the members of the Advisory Committee, and each officer, employee or member of the foregoing, against all liabilities incurred in connection with any action, suit or proceeding arising out of or in connection with such indemnitee's activities or involvement with the Fund, or with any other enterprise that such indemnitee is or was serving, as a director, officer, employee or otherwise, at the request of the Fund; provided, that this indemnity may not extend to (1) any action, suit or proceeding solely between or among the General Partner, the Management Company, the Managing Members or their respective members, employees, affiliates or agents, (2) conduct which constitutes bad faith on the part of any Advisory Committee member or Thiel Person, or any conduct which constitutes recklessness, bad faith, gross negligence or intentionally wrongful conduct on the part of any other indemnified party, or (3) any action, suit or proceeding that arises from any material breach by the General Partner of the Partnership Agreement or of its fiduciary duties to the Partnership that has a material adverse effect upon the economic interests of the Limited Partners of the Fund. In addition, the Fund shall not make any advancement of expenses for any claim, action or demand brought by a Majority-in-Interest of the Limited Partners. In the event that

	an indemnitee is also entitled to indemnification from a portfolio company, the portfolio company will be the primary source of indemnification, the Fund will be the secondary source of indemnification, and the General Partner or the Management Company will be the tertiary source of indemnification. If the Fund's assets are insufficient, the General Partner may (a) call for any unfunded Capital Commitments and (b) recall distributions previously made to the Partners, solely for the purpose of fulfilling an indemnity obligation of the Fund described in the preceding paragraph. In no event will any Partner be required to return amounts pursuant to the foregoing clause (b) in an amount in excess of the lesser of (i) all distributions previously received by such Partner from the Fund and (ii) 25% of such Partner's Capital Commitment. In no event will the General Partner be permitted to call capital pursuant to the foregoing clauses (a) and (b) more than two years after dissolution of the Fund, or in connection with a recalled distribution, more than three years after the date of such distribution.

IX. CERTAIN RISK FACTORS

Prospective investors should be aware that an investment in the Partnership involves a high degree of risk and, therefore, should be undertaken only by investors capable of evaluating the risks of the Partnership and bearing the risks it represents. There can be no assurance that the Partnership's investment objectives will be achieved, or that an investor will receive a return of its capital, and therefore, an investor should only invest in the Partnership if such investor is able to withstand a total loss of its investment. In addition, there will be occasions when the General Partner, the Management Company and their affiliates may encounter potential conflicts of interest in connection with the Partnership. The following considerations, among others, should be carefully evaluated before making an investment in the Partnership.

RISKS INHERENT IN VENTURE CAPITAL INVESTMENTS. The Partnership will invest substantially all of its available capital (other than capital the General Partner determines to retain in cash or cash equivalents or capital applied toward Partnership expenses and liabilities) in securities of portfolio companies. The types of investments that the Partnership anticipates making involve a high degree of risk. In general, financial and operating risks confronting portfolio companies can be significant. While targeted returns should reflect the perceived level of risk in any investment situation, there can be no assurance that the Partnership will be adequately compensated for risks taken. A loss of an investor's entire investment is possible. The timing of profit realization is highly uncertain. Losses are likely to occur early in the Partnership's term, while successes often require a long maturation.

Early-stage and development-stage companies often experience unexpected problems in the areas of product development, manufacturing, marketing, financing and general management, which, in some cases, cannot be adequately solved. In addition, such companies may require substantial amounts of financing which may not be available through institutional private placements or the public markets. In addition, the markets that such companies target are highly competitive and in many cases the competition consists of larger companies with access to greater resources. The percentage of companies that survive and prosper can be small.

Investments in more mature companies in the expansion or profitable stage involve substantial risks. Such companies typically have obtained capital in the form of debt and/or equity to expand rapidly, reorganize operations, acquire other businesses, or develop new products and markets. These activities by definition involve a significant amount of change in a company and could give rise to significant problems in sales, manufacturing, and general management of these activities.

The Partnership may invest a substantial portion of its assets in companies with modest capitalization. While the General Partner believes that small and medium-sized companies can provide greater growth potential than larger, more mature companies, investing in the securities of such companies also involves greater risk, potential price volatility and cost. Investments in these companies often involve higher risks because the companies lack the management experience, financial resources, product diversification, markets, distribution channels and competitive strengths of larger companies. In addition, in many instances, the frequency and volume of the trading activity in their stock is substantially less than what is typical of larger companies. Therefore, the securities of smaller companies may be subject to wider price fluctuations. The spreads between the bid and asked prices of the securities of these companies in the over-the-counter markets typically are larger than the spreads for more actively traded securities. As a result, the Partnership could incur a loss if it were to sell such a security a short time after its acquisition. When making a large sale, the Partnership may have to sell a portfolio holding at a discount from quoted

prices or may have to make a series of small sales over an extended period of time because of the limited trading volume of smaller company securities.

INVESTMENT IN COMPANIES DEPENDENT UPON SCIENTIFIC DEVELOPMENTS AND TECHNOLOGIES. The Partnership plans to focus its investing primarily on technology and technology-related companies. The value of the Partnership's interests may be susceptible to factors affecting such companies and to a greater risk and market fluctuation than an investment in a fund that invests in a broader range of securities. The specific risks faced by such companies include:

- rapidly changing science and technologies;
- new competing products and improvements in existing products which may quickly render existing products or technologies obsolete;
- exposure, in certain circumstances, to a high degree of government regulation, making these companies susceptible to changes in government policy and failures to secure, or unanticipated delays in securing, regulatory approvals;
- scarcity of management, technical, scientific, research and marketing personnel with appropriate training;
- the possibility of lawsuits related to intellectual property rights; and
- rapidly changing investor sentiments and preferences with regard to technology sector investments (which are generally perceived as risky).

INVESTMENT IN PUBLICLY TRADED SECURITIES. The Partnership may invest in publicly traded securities. Investments in public securities can entail certain risks. For example, the Partnership, the General Partner and the Management Company may obtain less information and disclosure about a company whose securities are publicly traded than from a privately held company. Further, the market for publicly traded securities is extremely volatile due to economic conditions, political events, and for many other reasons. Such volatility may adversely affect the ability of the Partnership to dispose of investments or affect the value of investment securities on the date of sale by the Partnership. Furthermore, notwithstanding the existence of a public market for the securities of a particular portfolio company of the Partnership, publicly traded securities held by the Partnership may be thinly traded or may cease to be traded after the Partnership invests in them. Any securities that the Partnership holds that are thinly traded may be subject to wider price fluctuations than other companies whose securities are more actively traded, and the spreads between the bid and ask prices of thinly traded securities of these companies may be larger than the spreads for more actively traded securities. There can be no assurance that the Partnership's investments in publicly traded securities will be profitable, and there is a material risk that the Partnership could incur losses from its investments in publicly traded securities.

INVESTMENTS IN PIPES. The Partnership may be involved in private investments in public equities ("***PIPEs***") or private financing of public companies. PIPE transactions may involve the sale of equity-like securities of an already public company. In a PIPE transaction, the Partnership may bear the price risk from the time of pricing until the time of closing. In addition, the Partnership may have to commit to purchase a specified number of shares at a fixed price, with the closing conditioned upon, among other things, the Securities and Exchange Commission's preparedness to declare effective a resale registration statement covering the resale, from time to time, of the shares sold in the private financing.

NO ASSURANCE OF RETURNS. There can be no assurance that the Limited Partners will receive distributions from the Partnership in an amount equal to their investment in the Partnership. The timing of profit realization, if any, is highly uncertain.

LACK OF OPERATING HISTORY. The Partnership and the General Partner are newly formed entities, and, accordingly have no operating history, historical results or investments upon which investors can evaluate the potential performance of the Partnership. The prior performance of the Managing Members or their investments as described in this Memorandum is not necessarily indicative of the Partnership's future results. There can be no assurance that investments by the Partnership will achieve returns comparable to the historical performance reflected in this Memorandum, and in any event, the returns achieved by the Partnership will be subject to the Management Fee and the General Partner's carried interest. Any given investment made by the Partnership may prove to be worthless, and there is a risk that investors could lose money.

RELIANCE ON THE GENERAL PARTNER. The General Partner will have sole discretion over the investment of the funds committed to the Partnership as well as the ultimate realization of any profits. The Limited Partners will not receive the detailed financial information issued by portfolio companies that will be available to the Partnership. Accordingly, the Limited Partners will not have the opportunity to evaluate the relevant economic, financial and other information that will be utilized by the General Partner in its selection of investments. As such, the pool of funds in the Partnership represents a blind pool of funds. Investors in the Partnership will be relying on the General Partner to identify, structure, and implement investments consistent with the Partnership's investment objectives and policies and to conduct the business of the Partnership as contemplated by this Memorandum. The Limited Partners will not make decisions with respect to the management, disposition or other realization of any investment made by the Partnership, or other decisions regarding the Partnership's business and affairs.

RELIANCE ON THE PRINCIPALS. The loss of one or more of the principals of the General Partner could have a significant adverse impact on the business of the Partnership. No assurances can be given that each of the principals will continue to be affiliated with the Partnership throughout its term. Notwithstanding any prior experience that such principals may have in making investments of the type expected to be made by the Partnership, any such experience necessarily was obtained under different market conditions and with different technologies at the forefront of development. There can be no assurance that the principals of the General Partner will be able to duplicate prior levels of success.

LIMITED PORTFOLIO DIVERSIFICATION. As is typical of venture capital firms, the portfolio holdings of the Partnership will not be broadly diversified. In addition, if the General Partner is unable to raise sufficient capital commitments to the Partnership, the diversification of the portfolio holdings of the Partnership will be further limited. A downturn of the economy or in the business of any one company could impact the aggregate returns delivered to investors by the Partnership.

DIFFICULTY IN VALUING PORTFOLIO INVESTMENTS. Generally, there will be no readily available market for a substantial number of the Partnership's investments and hence, most of the Partnership's investments will be difficult to value. Despite the efforts of the General Partner and the Management Company to acquire sufficient information to monitor certain of the Partnership's investments and make well-informed valuation and pricing determinations, the General Partner and the Management Company may only be able to obtain limited information at certain times. It is possible that the General Partner and the Management Company may not be aware on a timely basis of material adverse changes that have occurred with respect to certain of the Partnership's investments. The General Partner and the Management Company may have to make valuation determinations without the benefit of an adequate amount of relevant information. Prospective Limited Partners should be aware that as a result of these difficulties, as well as other uncertainties, any valuation made by the General Partner and the Management Company may not represent the fair market value of the securities acquired by the Partnership.

COMPETITIVE MARKETPLACE. The marketplace for venture capital investing has become increasingly competitive. Participation by financial intermediaries has increased, substantial amounts of funds have been dedicated to making investments in the private sector and the competition for investment opportunities is at high levels. Some of the Partnership's potential competitors may have greater financial and personnel resources than the General Partner and the Management Company. There can be no assurances that the General Partner and the Management Company will locate an adequate number of attractive investment opportunities and the General Partner and the Management Company may not be able to identify and successfully close a sufficient number of high quality investments to utilize all of the Partnership's capital. Such competition may adversely impact the length of time required to fully invest the Partnership's capital and may adversely impact returns to Limited Partners in the Partnership.

CHANGING ECONOMIC CONDITIONS. The success of the investment strategy of the General Partner and the Management Company could be significantly impacted by changing external economic conditions in the United States and global economies. The stability and sustainability of growth in global economies may be impacted by terrorism or acts of war. The availability, unavailability, or hindered operation of external credit markets, equity markets and other economic systems which the Partnership may depend upon to achieve its objectives may have a significant negative impact on the Partnership's operations and profitability. There can be no assurance that such markets and economic systems will be available or will be available as anticipated or needed for the Partnership to operate successfully. Changing economic conditions could potentially adversely impact the valuation of portfolio holdings.

MINORITY INVESTMENTS. A significant portion of the Partnership's investments may represent minority stakes in privately held companies. In addition, during the process of exiting investments, the Partnership is likely to hold minority equity stakes if portfolio holdings are taken public. As is the case with minority holdings in general, such minority stakes that the Partnership may hold will have neither the control characteristics of majority stakes nor the valuation premiums accorded majority or controlling stakes. The Partnership may also invest in companies for which the Partnership has no right to appoint a director or otherwise exert significant influence. In such cases, the Partnership 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 Partnership is not affiliated and whose interests may conflict with the interests of the Partnership.

NO ASSURANCE OF ADDITIONAL CAPITAL FOR INVESTMENTS. After the Partnership has financed a company, continued development and marketing of products may require that additional financing be provided. The Partnership expects to invest in companies that have substantial capital needs that are typically funded over several stages of investment. No assurance can be given that such additional financing will be available and no assurance can be made as to the terms upon which such financing may be obtained. Alternatively, the Partnership, either directly or through one of its portfolio companies, may elect to sell developed or undeveloped technologies to existing companies. No assurance can be made that buyers for such technologies can be located or that the terms of any such sales will be advantageous.

NO ASSURANCE OF INVESTMENT OPPORTUNITIES. Although the Partnership expects to have significant access to private investment opportunities through the network of relationships of the Managing Members, there can be no assurance that investment opportunities for the Partnership will materialize and that companies select the Partnership as an investor. Similarly, the Partnership may be unable to identify or consummate investments in public companies that meet its criteria. There can be no assurances that the General Partner and the Management Company will locate an adequate number of attractive investment opportunities that meet the Partnership's investment objectives.

NATURE OF DIRECT INVESTMENTS. Many of the Partnership's investments will be highly illiquid. As such, there will be no public markets for the securities held by the Partnership and there can be no assurance that the Partnership will be able to realize such investments in a timely manner. In addition,

the realization of value for any investments will not be possible or known with any certainty until the General Partner and the Management Company elect, in their sole discretion, to sell the Partnership's investments and subsequently distribute the proceeds to its Limited Partners or to distribute securities to Limited Partners in lieu of cash. Also, since the Partnership may only make a limited number of investments and since many of the Partnership's investments may involve a high degree of risk, poor performance by a few of the investments could severely affect the total returns to the Limited Partners. Additionally, it should be noted that past performance of the Managing Members and their affiliates is not a guarantee of future results.

Future and Past Performance. The performance of the prior funds is not necessarily indicative of the Partnership's future results. While the General Partner intends for the Partnership to make investments that have estimated returns commensurate with the risks undertaken, there can be no assurance that targeted results will be achieved. Loss of principal is possible on any given investment.

Bridge Financing. The Partnership may lend to portfolio companies on a short-term, unsecured basis in anticipation of a future issuance of equity or long-term debt. Such bridge loans would typically be convertible into a more permanent, long-term security; however, for reasons not always in the Partnership's control, such long-term securities may not issue and such bridge loans may remain outstanding. In such event, the interest rate on such loans may not adequately reflect the risk associated with the unsecured position taken by the Partnership.

Leverage. To the extent that any investment is made in a portfolio company with a leveraged capital structure or any portfolio company borrows or enters into other financing transactions requiring periodic payments, such investment will be subject to increased exposure to adverse economic factors such as a significant rise in interest rates, a severe downturn in the economy or deterioration in the condition of such company or its industry. If such a company is unable to generate sufficient cash flow to meet principal and interest payments on its indebtedness, the value of any equity investment by the Partnership in such company could be significantly reduced or even eliminated.

Limitations on Ability to Exit Investments. The General Partner expects to exit from its investments in two principal ways: (i) private sales (including acquisitions of its portfolio companies) and (ii) initial and secondary public offerings. At any particular time, one or both of these avenues may not be open to the Partnership, or timing with respect to these exit mechanisms may be inopportune. As such, the ability to exit from and liquidate portfolio holdings may be constrained at any particular time.

Certain Litigation Risks. The Partnership will be subject to a variety of litigation risks, particularly if one or more of its portfolio companies face financial or other difficulties during the life of the Partnership. Legal disputes, involving any or all of the Partnership, the General Partner, the Management Company, their members or their affiliates, may arise from the Partnership's activities and investments and could have a significant adverse effect on the Partnership.

Potential Liabilities. In connection with its investments, the Partnership may negotiate the right to appoint one or more of the Managing Members or other employees or representatives of the Management Company as a member of the portfolio company's board of directors. Such membership on the board of directors of a company can result in the Partnership or the individual director being named as a defendant in litigation or other disputes or investigations. The Partnership may also participate in portfolio company financings at valuations lower than the valuations in preceding rounds of financing. Disputes arising out of such down-round financings may result in the Partnership, the General Partner, the Management Company, or their members being named as defendants. Typically, portfolio companies will have insurance to protect directors and officers, but this insurance may be inadequate. The Partnership will also indemnify the General Partner, the Managing Members, the Management Company and their respective affiliates, among others, for liabilities incurred in connection with operations of the

Partnership, including liabilities arising from such disputes. Such indemnification obligations and other liabilities could be substantial. The Partners may also be required to return distributions previously made to them to satisfy the Partnership's indemnification obligations. While the General Partner and the Management Company intend to manage the Partnership in a way that will minimize exposure to these risks, the possibility of successful claims or lawsuits or adverse regulatory action cannot be eliminated, and such events could have significant adverse effects on the Partnership.

CONTINGENT LIABILITIES ON DISPOSITION OF INVESTMENTS. In connection with the disposition of an investment in a portfolio company, the Partnership may be required to make representations about the business and financial affairs of such company typical of those made in connection with the sale of a business. To the extent that any such representations are inaccurate, the Partnership may be required to indemnify the purchasers of such investment and may be liable to the purchasers for breach of contract. These arrangements may result in the incurrence of contingent liabilities for which the General Partner may establish reserves and escrows. In that regard, distributions may be delayed or withheld until such reserve is no longer needed or the escrow period expires.

RESERVES. As is customary in the industry, the General Partner and the Management Company may establish reserves for follow-on investments by the Partnership in portfolio companies, operating expenses (including the Management Fee), Partnership liabilities, 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 companies. Inadequate or excessive reserves could impair the investment returns to the Limited Partners. If reserves are inadequate, the Partnership 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 Partnership may decline attractive investment opportunities or hold unnecessary amounts of capital in money market or similar low-yield accounts.

ABSENCE OF LIQUIDITY AND PUBLIC MARKETS. The Partnership's investments will generally be private, illiquid holdings. As such, there will be no public markets for the securities held by the Partnership and no readily available liquidity mechanism at any particular time for any of the investments held by the Partnership. In addition, the realization of value from any investments will not be possible or known with any certainty until the General Partner and the Management Company elect, in their sole discretion, to sell the Partnership's investments and subsequently distribute the proceeds to its investors or to distribute securities to investors in lieu of cash.

NO MARKET; ILLIQUIDITY OF LIMITED PARTNER INTERESTS. An investment in the Partnership will be illiquid and involves a high degree of risk. There is no public market for the limited partner interests in the Partnership, and it is not expected that a public market will develop. Consequently, Limited Partners will bear the economic risks of their investment for the term of the Partnership. Prospective investors will be required to represent and agree that they are purchasing the limited partner interests for their own account for investment only and not with a view to the resale or distribution thereof.

CERTAIN LIMITATIONS ON ABILITY OF LIMITED PARTNERS TO TRANSFER THEIR INTERESTS IN THE PARTNERSHIP. The transferability of interests in the Partnership will be restricted by the Partnership Agreement and by United States federal and state securities laws. In general, Limited Partners will not be able to sell or transfer their interests in the Partnership to third parties without the consent of the General Partner.

LEGAL AND REGULATORY RISKS. The Partnership is not and does not expect to be registered as an "investment company" under the United States Investment Company Act of 1940, as amended (the "***Investment Company Act***"), pursuant to an exemption set forth in Sections 3(c)(1) and/or 3(c)(7) of the Investment Company Act. There is no assurance that such exemptions will continue to be available to

the Partnership. Due to the burdens of compliance with the Investment Company Act, the performance of the Partnership's investment portfolio could be materially adversely affected, and risks involved in financing portfolio companies could substantially increase, if the Partnership becomes subject to registration under the Investment Company Act. Neither the Partnership nor its counsel can assure investors that, under certain conditions, changed circumstances, or changes in the law, the Partnership may not become subject to the Investment Company Act or other burdensome regulation.

TAX RISKS. Certain tax risks relating to an investment in the Partnership are discussed in the section titled "Certain Tax and Regulatory Matters," which prospective investors should read carefully. No assurances can be given that current tax laws, rulings and regulations will not be changed during the life of the Partnership. In determining whether or not to make an investment in the Partnership, each prospective Limited Partner should consider the tax consequences of such an investment. In addition, each prospective Limited Partner is advised to consult its own tax counsel as to the U.S. federal income tax consequences of an investment in the Partnership and as to applicable foreign, state and local taxes.

WITHHOLDING AND OTHER TAXES. The General Partner intends to structure the Partnership's investments in a manner that is intended to achieve the Partnership's investment objectives and, notwithstanding anything contained herein to the contrary, there can be no assurance that the structure of any investment will be tax efficient for any particular investor or that any particular tax result will be achieved. In addition, tax reporting requirements may be imposed on investors under the laws of the jurisdictions in which investors are liable for taxation or in which the Partnership makes portfolio investments. Prospective investors should consult their own professional advisors with respect to the tax consequences to them of an investment in the Partnership under the laws of the jurisdiction in which they are liable for taxation. Furthermore, the Partnership's returns in respect of its investments may be reduced by withholding or other taxes imposed by jurisdictions in which the Partnership's portfolio companies are organized.

CONFLICTS OF INTEREST. The following discussion enumerates certain potential conflicts of interest that should be carefully evaluated before making an investment in the Partnership. The following is not intended as an exhaustive list of the potential conflicts. Instances may arise where the interest of the General Partner (or its members), the Management Company and/or their affiliates may potentially or actually conflict with the interests of the Partnership and the Limited Partners. Among others, investors should consider the following conflicts of interest:

- The existence of the General Partner's carried interest may create an incentive for the General Partner to make riskier or more speculative investments on behalf of the Partnership than it would otherwise make in the absence of such performance-based arrangements.

- Conflicts may arise in the allocation of investment opportunities and the Managing Members' time among the Partnership and parallel or co-investment entities, on the one hand, and any prior or future investment funds or vehicles or other entities organized in accordance with the Partnership Agreement or other fund(s) advised by the Management Company, on the other hand.

- Conflicts may arise where the Partnership and parallel or co-investment entities invest in an earlier or future round of financing of a portfolio company owned by a prior or future investment funds or vehicles or other entities organized in accordance with the Partnership Agreement or other fund(s) advised by the Management Company, or its affiliates. In such a circumstance, the General Partner may cause the Partnership to invest in such portfolio company at a higher valuation or lower valuation than such other investment funds, and may earn lower profit, or realize higher loss, as a result.

- The Management Company (and its principals or affiliates) or the General Partner may serve as investment adviser or investment manager to other client accounts (including separately managed accounts) and conduct investment activities for its own accounts. Such other entities or accounts (the "***Other Clients***") may have investment objectives or may implement investment strategies similar to those of the Partnership.

While certain assurances are provided in the Partnership Agreement to address these potential conflicts, certain risks may remain. By acquiring an Interest in the Partnership, each Limited Partner will be deemed to have acknowledged the existence of any such actual or potential conflicts of interest and to have waived any claim with respect to any liability arising from the existence of any such conflicts of interest.

DIVERSE INVESTORS. The Limited Partners may have conflicting investment, tax, and other interests with respect to their investments in the Partnership. The conflicting interests of individual Limited Partners may relate to or arise from, among other things, the nature of investments made by the Partnership, the structuring or the acquisition of investments and the timing of disposition of investments. As a consequence, conflicts of interest may arise in connection with decisions made by the General Partner and the Management Company with respect to the nature or structuring of investments that may be more beneficial for some Limited Partners than for others, particularly with respect to investors' individual tax situations. In selecting and structuring investments appropriate for the Partnership, the General Partner and the Management Company will consider the investment and tax objective of the Partnership and the Partners as a whole, not the investment, tax or other objective of any Limited Partner individually.

RISK OF DILUTION. Limited Partners subscribing for interests at subsequent closings will participate in existing investments of the Partnership, diluting the interest of existing Limited Partners therein. Although such Limited Partners will contribute their pro rata share of prior capital contributions previously drawn down by the Partnership (plus an additional amount thereon), there can be no assurance that such payment will reflect the fair value of the Partnership's existing investments at the time such additional Limited Partners subscribe for such interests.

FAILURE TO MAKE CAPITAL CONTRIBUTIONS. If a Limited Partner fails to pay when due installments of its capital commitment to the Partnership, and the contributions made by non-defaulting Limited Partners and borrowings by the Partnership are inadequate to cover the defaulted capital contribution, the Partnership may be unable to pay its obligations when due. As a result, the Partnership may be subjected to significant penalties that could materially and adversely affect the returns to the Limited Partners (including non-defaulting Limited Partners). If a Limited Partner defaults, it may be subject to various remedies as provided in the Partnership Agreement.

FOREIGN INVESTMENTS. The Partnership expects to make a number of investments in companies that are based outside of the United States or the operations of which are primarily outside of the United States. Any investment in a foreign country involves risks not found in the domestic securities market, including the following: the risk of economic and financial instability in the foreign country, which in some cases may include a collapse in credit markets, stock prices, currencies and/or consumer spending; the risk of adverse social and political developments, including nationalization, confiscation without fair compensation, political and social instability and war; the risk that the foreign country may impose restrictions on the repatriation of investment income or capital or on the ability of foreign persons to invest in certain types of companies, assets or securities; risks related to the possible lack of availability of sufficient financial information as a result of accounting, auditing, and financial disclosure standards that differ, in some cases significantly, from those in the United States; risks related to foreign laws and legal systems, which are likely to differ from those of the United States, including in particular the laws with respect to the rights of investors which may not be as comprehensive or well developed as those in

the United States and the procedures for the judicial or other enforcement of such rights which may not be as effective as in the United States; risks related to the fact that some investments or portfolio company operations may be denominated in foreign currencies and, therefore, will be subject to fluctuations in exchange rates; and risks related to applicable tax laws and regulations and tax treaties, which are likely to vary from country to country and may be less well developed than those in the United States, possibly resulting in retroactive taxation so that the Partnership could become subject to an unanticipated local tax liability. The profits or losses of the Partnership on any investment, as measured in United States dollars, will be affected by fluctuations in currency exchange rates and exchange control regulations as well as by the success of the investment itself. In addition, the Partnership may incur costs in connection with conversions between various currencies. The Partnership does not presently intend to seek to reduce currency risks through "hedging" or other methods.

AIFMD. The Alternative Investment Fund Managers Directive ("***AIFMD***") came into force on 21 July 2011, and certain fund managers have been obliged to comply with the European Economic Area ("***EEA***") Member States' respective AIFMD implementing laws since July 22, 2013. AIFMD regulates the activities of private fund managers undertaking fund management activities or marketing fund interests to investors domiciled or with a registered office in the EEA. If the Partnership is marketed to these investors: (i) the Partnership may be subject to certain reporting, disclosure and other compliance obligations under AIFMD, which may result in the Partnership incurring additional costs and expenses; and (ii) AIFMD will also restrict certain activities of the Partnership in relation to EEA portfolio companies including, in some circumstances, the Partnership's ability to recapitalize, refinance or potentially restructure an EEA portfolio company within the first two years of ownership.

CONFIDENTIAL INFORMATION. The Partnership Agreement will contain confidentiality provisions intended to protect proprietary and other information relating to the Partnership and the Partnership's portfolio companies. To the extent that such information is publicly disclosed, competitors of the Partnership and/or competitors of its portfolio companies, and others, may benefit from such information, thereby adversely affecting the Partnership, its portfolio companies, the General Partner and the economic interests of Limited Partners.

COUNSEL TO THE PARTNERSHIP DOES NOT REPRESENT THE LIMITED PARTNERS. The General Partner has retained Cooley LLP in connection with the formation of the Partnership and may retain Cooley LLP as legal counsel in connection with the management and operation of the Partnership, including, without limitation, the making and holding of investments. Cooley LLP will not represent any Limited Partner or prospective limited partner of the Partnership, unless the General Partner and such Limited Partner or prospective limited partner otherwise agree and such Limited Partner or prospective limited partner separately engages Cooley LLP, in connection with the formation of the Partnership, the offering of the Interests, the management and operation of the Partnership or any dispute that may arise between any Limited Partner, on the one hand, and the General Partner, the Partnership, the Management Company and/or their affiliates on the other hand (the "***Partnership Legal Matters***"). Any Limited Partner or prospective limited partner will, if it wishes counsel on any Partnership Legal Matter, retain its own independent counsel with respect thereto and will pay all fees and expenses of such independent counsel. Each Limited Partner and prospective limited partner acknowledges that Cooley LLP may represent the General Partner and/or the Partnership in connection with any and all Partnership Legal Matters.

WRITTEN AGREEMENTS. The Partnership, the General Partner and the Management Company will be authorized, without the approval of any Limited Partner, to enter into side letters or similar written agreements with Limited Partners that have the effect of establishing rights under, or altering or supplementing the terms of this Memorandum, the Partnership Agreement, such Limited Partner's Subscription Agreement or other related agreements. The ability of other Limited Partners to elect to receive the benefit of such side agreements will be limited.

The foregoing risks do not purport to be a complete enumeration or explanation of all the risks involved in acquiring an interest in the Partnership. Potential investors are urged to read this entire Memorandum, the Subscription Agreement and the Partnership Agreement and consult their own advisers before making a determination whether to invest in the Partnership.

X. Certain Tax And Regulatory Matters

Certain United States Federal Income Tax Considerations

*Set forth below is a discussion, in summary form, of certain United States federal income tax consequences relating to an investment in the Partnership. This summary does not attempt to present all aspects of the United States federal income tax laws or any state, local or foreign laws that may affect an investment in the Partnership. In particular, foreign investors, financial institutions, insurance companies, tax-exempt entities and other investors of special status must consult with their own professional tax advisors. No ruling has been or will be requested from the United States Internal Revenue Service (the "**IRS**") and no assurance can be given that the IRS will agree with the tax consequences described in this summary. Each prospective Limited Partner should consult with its own tax adviser in order to fully understand the United States federal, state, local and foreign income tax consequences of an investment in the Partnership.*

Partnership Status. The Partnership will be classified and reported as a partnership for U.S. federal income tax purposes.

Taxation of Partners. Each partner (a "***Partner***") will report on its federal income tax return its distributive share of the Partnership's items of income, gain, loss, deduction and credit for the taxable year. The character of such items, determined at the Partnership level, will pass through to the Partners (for example, Partners will treat as interest, dividends or capital gain, their distributive shares of such items recognized by the Partnership).

Each Partner will be required to report on its federal income tax return its distributive share of any income or gain recognized by the Partnership, whether or not amounts representing such distributive share have been distributed to it.

Distributions from the Partnership, whether made currently or upon liquidation of the Partnership, generally may be received by a Partner without further tax. The general rules relating to the tax treatment of distributions to the Partners may be summarized as follows:

Cash distributions will not be taxable to a Partner except to the extent they exceed the Partner's tax basis for its interest in the Partnership. The excess generally would be taxable as long-term or short-term capital gain, depending on the Partner's holding period for its Partnership interest;

In-kind distributions of portfolio securities or other assets of the Partnership generally will not be taxable to the recipient Partner or the Partnership. A partner that receives a distribution of marketable securities from a partnership generally is required to recognize taxable gain to the extent that the fair market value of the distributed securities exceeds the partner's tax basis in its partnership interest. There are a number of exceptions to this rule, including an exception for distributions by qualified "investment partnerships." It is expected that the Partnership will qualify as an "investment partnership" and that, accordingly, distributions of marketable securities by the Partnership generally will not give rise to the current recognition of taxable gain;

For purposes of determining a Partner's gain or loss on a subsequent sale of the Partnership's assets distributed in-kind (other than in liquidation of the Partner's interest in the Partnership), the Partner's tax basis for such assets will be equal to the Partnership's adjusted basis for the assets or, if less, the Partner's tax basis for its Partnership interest immediately before the distribution. A Partner's tax basis for assets distributed in liquidation of its Partnership interest will be equal to its tax basis in its Partnership interest.

A Partner's capital gain holding period for assets distributed without the recognition of gain will include the period during which the assets were held by the Partnership; and

No loss will be recognized by a Partner upon the receipt of a distribution from the Partnership except where the distribution is a liquidating distribution consisting solely of cash, and the amount of cash is less than the Partner's tax basis in its Partnership interest immediately before the distribution.

DEDUCTIONS. Subject to certain limitations described below, a Partner will be entitled to deduct on its federal income tax return its distributive share of Partnership loss, but not in excess of its tax basis in its Partnership interest. If a Partner's distributive share of Partnership loss exceeds the Partner's tax basis in its Partnership interest, such excess may not be deducted but will be carried over and become deductible in any later year if and to the extent the Partner's tax basis exceeds zero and such loss carryover is otherwise deductible. Each Limited Partner should have a sufficient tax basis in its Partnership interest to deduct losses up to an amount equal to its cash investment in the Partnership.

The "at risk" provisions of Section 465 of the Internal Revenue Code of 1986, as amended (the "***Code***"), impose additional limitations on the deductibility of partnership losses, but the at risk provisions are not expected to limit the Partners' ability to deduct Partnership losses.

In the case of a Partner who is an individual, expenses of producing income, including management fees, are to be aggregated with unreimbursed employee business expenses and other expenses of producing income and the aggregate amount of such expenses will be deductible only to the extent such amount exceeds 2% of a taxpayer's adjusted gross income. In addition, total allowable itemized deductions, other than medical costs, casualty and theft losses, and investment interest expense, are generally reduced by a percentage of the amount of the taxpayer's adjusted gross income in excess of a threshold amount, which is adjusted for inflation each year. Thus, there is the possibility that certain taxpayers may not be able to enjoy the full tax benefit of their expenses of producing income.

Expenses subject to the limitations above do not include expenses incurred in connection with a trade or business. The issue of whether the Partnership will be engaged in a trade or business for federal income tax purposes is unclear and will depend in part on the form or organization of the companies in which the Partnership invests. The Partnership may be treated as engaged in a trade or business for federal income tax purposes if a company in which the fund invests is classified as a partnership for federal income tax purposes, and that company operates a trade or business. Assuming the Partnership is not engaged in a trade or business, an individual Partner's share of certain expenses of the Partnership will be subject to the two limitations described in the preceding paragraph.

Section 469 of the Code limits the deductibility of losses from passive activities. These provisions apply to individuals, estates, trusts, personal service corporations and closely held corporations. In general, a taxpayer's losses from passive activities may only be offset against income from passive activities and not against income such as salary or investment income. Any amount of passive activity loss that is disallowed will be carried over to the following years to offset passive activity gains in such subsequent years. A passive activity is any activity that involves the conduct of a trade or business and in which the taxpayer does not materially participate. Although, as noted above, there is uncertainty whether the activities of the Partnership will constitute a trade or business as that concept has been interpreted by the IRS and the courts, the General Partner believes that the Partnership's activities will not be considered a trade or business activity to which the passive activity loss provisions of the Code would apply.

CAPITAL GAIN, DIVIDEND AND QUALIFIED SMALL BUSINESS STOCK TAX RATES. The Partnership expects that its gains and losses from its securities transactions typically will be capital gains and capital losses. Property held for more than one year generally will be eligible for long-term capital gain or loss treatment.

Under current federal income tax law, the maximum federal ordinary income tax rate for individuals is 39.6% and, in general, the maximum individual income tax rate for long-term capital gains and certain dividend income is 20%. The excess of capital losses over capital gains may be offset against the ordinary income of an individual taxpayer, subject to an annual deduction limitation of $3,000; unused capital losses may be carried forward indefinitely but may not be carried back. For corporate taxpayers, the maximum federal income tax rate is 35%. Capital losses of a corporate taxpayer may be offset only against capital gains, but unused capital losses may be carried back three years (subject to certain limitations) and carried forward five years.

A 3.8% Medicare tax is generally imposed on the net investment income of high-income individuals, estates and trusts. Net investment income generally includes interest, dividends and capital gain income. Partnership capital gain and other income will generally be subject to the 3.8% Medicare tax.

In general, non-corporate investors that, directly or via a pass-through entity such as the Partnership, hold "qualified small business stock" ("***QSBS***") for more than 5 years are permitted to exclude from taxable income all or a portion of any gain subsequently recognized upon a sale or exchange of such stock. Under current U.S. federal income tax law, the QSBS exclusion percentage is generally 100% of QSBS purchased on or after September 28, 2010. For each non-corporate investor, the amount of gain eligible for the QSBS exclusion generally is limited to the greater of: (i) 10 times the investor's basis in the stock or (ii) a total of $10 million with regard to stock in the issuing corporation. The remaining portion of the gain on such stock, if any, is subject to tax at long term capital gains rates.

To be treated as small business stock eligible for the QSBS exclusion, stock must have been acquired at original issue from a qualified small business corporation after August 10, 1993. In general, a qualified small business corporation is a domestic "C" corporation that, immediately after issuing the stock in question, has $50 million or less in gross assets and satisfies certain other requirements. Because several of these requirements must continue to be satisfied after the issuance of qualified stock, it is possible that the stock may cease to qualify as small business stock due to events occurring after the issue date.

Accordingly, there can be no assurance that any stock acquired directly or indirectly by the Partnership would qualify for the QSBS exclusion, even if such stock qualifies as small business stock at the time of acquisition. In addition, no assurances can be given that the General Partner will have or provide to Partners information about any particular stock investment necessary to determine its status as QSBS, or to satisfy applicable tax reporting requirements related to QSBS treatment.

ROLLOVER FOR QUALIFIED SMALL BUSINESS STOCK. Under Section 1045 of the Code, if an individual (i) realizes gain on a sale of QSBS that has been held by the individual for more than six months, and (ii) within 60 days after such sale, purchases new QSBS, the individual generally is required to recognize (and pay tax on) such gain only to the extent that the net proceeds from the original stock exceed the cost of the newly purchased stock. Any remaining gain is carried over to the newly purchased stock and may be recognized (and be taxable) upon a subsequent disposition of such stock. The benefits of Section 1045 are generally available to individuals who purchase, hold and sell qualified small business stock indirectly through a pass-through entity such as the Partnership, although the extent to which a qualifying rollover may be made through a pass-through entity is limited. No assurances can be given that the General Partner will have or provide to Partners information about any particular stock investment necessary to determine its eligibility for a Section 1045 rollover, or to satisfy applicable tax reporting requirements related to a rollover.

TAX-EXEMPT LIMITED PARTNERS. Income recognized by tax-exempt entities, including qualified retirement plans (stock, bonus, pension or profit-sharing plans described in Section 401(a) of the Code) and individual retirement accounts, is generally exempt from federal income tax. Section 511 of the Code, however, imposes a tax on such an entity's Unrelated Business Taxable Income ("***UBTI***"). UBTI

is income from a trade or business regularly carried on unrelated to the entity's exempt purpose. Most types of passive investment income, including dividends, interest, royalties and gains from the sale of securities are excluded from UBTI. UBTI could also be generated to the extent of the Partnership's "unrelated debt financed income", if any. Unrelated debt financed income is income derived from property with respect to which there is outstanding acquisition indebtedness and the use of such property is unrelated to its exempt purpose. Dividends, interest, annuities, royalties, gains from the sale of securities and other receipts otherwise excluded in computing unrelated business taxable income nevertheless may be included to the extent property generating those receipts is debt financed. In addition, UBTI could be generated by the Partnership if it invests in businesses operated as pass-through entities such as partnerships and limited liability companies.

FOREIGN PARTNERS. The federal income tax treatment of Partners who are non-resident aliens of the United States will vary depending on whether the Partnership is treated as being engaged in a trade or business in the United States. If the Partnership is treated as not engaged in a United States trade or business, Partners who are non-resident aliens and foreign corporations will be subject to United States taxation only in limited instances. If a foreign person is not engaged in a United States trade or business, it is generally subject to a flat tax of 30% of the gross amount received in the form of United States source investment income. This would include dividends, royalties, certain interest and other similar income (but not capital gains, except as noted below) that is not related to the active conduct of a trade or business. The 30% tax is collected by imposing a withholding obligation on the Partnership. The withholding tax is reduced or eliminated in some circumstances for residents of countries with which the United States has income tax treaties. A nonresident alien, but not a foreign corporation, is generally subject to a 30% tax on his United States source capital gains where such person is physically present in the United States for 183 days or more during the taxable year, although an alien who is present for such a period will generally be a United States tax resident and therefore subject to United States taxation on his worldwide income. A nonresident alien who is present in the United States for 183 days or more is required to file a United States tax return and pay a tax of 30% on his net capital gains. Dispositions of United States real property interests are generally subject to U.S. tax under a special provision and do not fall within the general capital gains rule.

Interest from certain investments is exempt from the 30% withholding tax. For example, the portfolio interest exception covers a broad class of interest income, which is exempt from withholding tax. In order to constitute portfolio interest, the underlying debt obligation on which the interest is paid must generally be issued in registered form and the foreign partner must have provided the withholding agent with a properly completed IRS Form W-8 BEN or W-8BEN-E or the obligation must be issued in bearer form and sold only overseas to foreign buyers (in which case a domestic partnership would generally not be an eligible holder). In order to constitute a registered obligation, the debt must be payable only to the named owner and any transfer of the obligation must be registered on the books of the issuer or the old note must be surrendered for cancellation and a new note issued in the name of the transferee.

The portfolio interest exemption does not apply to interest received by a person who owns 10% or more of the total combined voting power of the payor. In the case of a partnership lender (such as the Partnership), this 10% ownership test is applied at the partner level and so is not likely to prevent portfolio interest earned by the Partnership from qualifying for the portfolio interest exemption.

On the other hand, if the Partnership were engaged in a trade or business (either directly or indirectly through an investment in a flow-through entity such as a partnership or limited liability company) at any time during the taxable year, each foreign Partner of the Partnership would be treated as being engaged in a United States trade or business and would be subject to United States income taxation (at the same net progressive rates applicable to United States citizens, residents and domestic corporations) on income that is effectively connected with the conduct of that trade or business. For corporate Partners an

additional branch profits tax will generally be imposed on such effectively connected income. If the Partnership were engaged in a United States trade or business, a withholding tax would be imposed on its effectively connected income allocable to foreign Partners.

The foregoing discussion relates only to recognized income. The unrealized appreciation in stock or other securities distributed in-kind by the Partnership is generally not taxable until such stocks or securities are ultimately sold. The sale of stock by a nonresident alien will generally not be taxed by the United States so long as the sale is not made through an office or fixed place of business maintained by the alien in the United States.

Each potential investor that is a non-resident alien of the United States is urged to consult with and must rely upon the advice of its own professional tax advisors with respect to the United States and foreign tax treatment of an investment in the Partnership.

REPORTING. The General Partner will furnish each Partner with an annual statement setting forth information relating to the operations of the Partnership (including information regarding such Partner's distributive share of Partnership income and gains, losses, deductions and credits for the taxable year) as is reasonably required to enable the Partner to properly report to the IRS with respect to such Partner's participation in the Partnership.

The federal information tax returns filed by the Partnership will be subject to audit by the IRS and the audit of the Partnership's returns could result in an audit of the Partners' own federal income tax returns. In connection with such audits, adjustments to Partnership items could result in the assertion of tax deficiencies (as well as interest and penalties thereon) against the Partners. Any administrative or judicial proceedings involving the federal income tax treatment of Partnership items will generally be conducted on a unified basis, with binding effect on all Partners. The General Partner will serve as the Partnership's "Tax Matters Partner" for purposes of coordinating any such proceedings and providing any required notices about such proceedings to the Partners.

Treasury regulations impose special reporting rules for "reportable transactions." A reportable transaction includes, among other things, a transaction in which an advisor limits the disclosure of the tax treatment or tax structure of the transaction and receives a fee in excess of certain thresholds. The General Partner intends to take the position that an investment in the Partnership does not constitute a reportable transaction. If it were determined that an investment in the Partnership does constitute a reportable transaction, each Partner would be required to complete and file IRS Form 8886 with such Partner's tax return for the tax year that includes the date that such Partner acquired an interest in the Partnership. The General Partner reserves the right to disclose certain information about the Partners and the Partnership to the IRS on Form 8886, including the Partners' capital commitments, tax identification numbers (if any), and dates of admission to the Partnership, to facilitate compliance with the reportable transaction rules if necessary. In addition, the Partnership may engage in certain transactions which themselves constitute reportable transactions and with respect to which both the Partnership and certain Partners may be required to file Form 8886. A significant penalty is imposed on taxpayers who participate in a "reportable transaction" and fail to make the required disclosure. Certain states have similar reporting requirements and may impose penalties for failure to report. Partners should consult their tax advisors for advice concerning compliance with the reportable transaction regulations.

The Code provides for optional, and in certain cases mandatory, adjustments to the basis of partnership property upon distributions of partnership property to a partner and transfers of partnership interests (including by reason of death). The General Partner may elect to adjust the basis of Partnership property in its sole discretion. In addition, the General Partner will be entitled to require that each Partner provide it with any information necessary to allow the Partnership to comply with its obligations under the rules relating to tax basis adjustments and disallowance of certain losses under Sections 734 or 743 of the Code.

Partners permitted to transfer interests in the Partnership will also be required to provide certain information regarding the transfer to the General Partner and any transferee.

FATCA. Pursuant to Code Sections 1471-1474 and treasury regulations issued thereunder ("***FATCA***"), the Partnership will be required to deduct a 30% withholding tax from payments of certain U.S. source income, including capital gains, made to its foreign Partners unless the foreign Partners are individuals or establish an exemption from this new withholding tax. The FATCA withholding tax cannot be reduced under a tax treaty. Each Partner will be required to provide the Partnership any and all information required for the Partnership to meet its obligations under FATCA. The purpose of FATCA is to insure that foreign entities receiving payments from U.S. sources disclose all of their direct or indirect U.S. owners. The FATCA withholding tax currently applies to payments of interest and dividends, but should not apply before January 1, 2019 in the case of proceeds from the sales of stock and securities.

INVESTMENT BY THE PARTNERSHIP IN CONTROLLED FOREIGN CORPORATIONS. A non-United States corporation in which the Partnership invests may be classified as a controlled foreign corporation ("***CFC***") in one or more taxable years while the corporation's stock is held by the Partnership. In general, a foreign corporation will be classified as a CFC if five or fewer 10% United States Shareholders (as defined below) own in the aggregate more than 50% of the voting power or value of the corporation's stock. A "***10% United States Shareholder***" is generally a U.S. person who owns, directly or indirectly, and with the application of certain attribution rules, 10% or more of the voting power of the stock of a foreign corporation. The Partnership will be considered a U.S. person for these purposes. Each 10% United States Shareholder who owns shares, directly or indirectly, in a CFC on the last day of the corporation's taxable year will be required to include an amount in gross income, subject to tax at ordinary income rates, equal to such 10% United States Shareholder's pro rata share of the corporation's (and each of the corporation's subsidiary CFCs) Subpart F income. In general, Subpart F income includes passive income and certain related party income. In addition, a 10% United States Shareholder may recognize ordinary income on all or a portion of the gain from the sale of stock of a CFC.

INVESTMENT BY THE PARTNERSHIP IN PASSIVE FOREIGN INVESTMENT COMPANIES. A non-United States corporation in which the Partnership invests may be classified as a passive foreign investment company ("***PFIC***") in one or more taxable years while the corporation's stock is held by the Partnership. In general, a foreign corporation will be classified as a PFIC if (i) at least 75% of its gross income for the tax year is passive, or (ii) at least 50% of the assets held by the corporation during the year produce passive income. A direct or indirect United States shareholder of stock in a PFIC may defer United States tax until the stock is disposed of or until a distribution is received from the corporation. Gains realized upon disposition of stock in a PFIC and certain excess distributions by the PFIC will be taxed as ordinary income and will cause a United States shareholder to pay interest on the tax deferral obtained by reason of holding stock in the PFIC. United States shareholders of a PFIC other than certain entities exempt from United States federal income tax under Section 501(a) of the Code may avoid such interest charges by making a qualified electing fund ("***QEF***") election in the first taxable year in which the corporation becomes a PFIC. A QEF election would result in an annual inclusion in gross income of such United States shareholder's pro rata share of the corporation's ordinary earnings and net capital gains irrespective of whether such income is actually distributed. In order for the Partnership to make a valid QEF election with respect to a portfolio company, the PFIC must agree to provide detailed information concerning its operating income to the Partnership. There is no guarantee that any given portfolio company would agree to provide such information. Accordingly, there can be no assurance that the Partnership will be able to make a valid QEF election for any portfolio company that is a PFIC.

GENERAL. The foregoing discussion is for general information purposes and intended only as a general summary of some of the principal federal income tax aspects of participation in the Partnership. The tax

rules applicable with respect to the treatment of the Partners, the Partnership and the transactions that the Partnership may engage in are highly complex, and their effect, in certain instances, may not be free from doubt. It also must be emphasized that the tax rules presently applicable with respect to the transactions described in this offering are subject to change at any time, and any such changes may or may not be made with retroactive effect.

Certain Securities Law And Anti-Money Laundering Considerations

INVESTMENT COMPANY ACT OF 1940. The Partnership will not be subject to the provisions of the Investment Company Act of 1940, as amended (the "***Investment Company Act***"), in reliance upon either Section 3(c)(1)[1] or Section 3(c)(7)[2] of the Investment Company Act. The Subscription Agreement and Partnership Agreement will contain representations and restrictions on transfer designed to ensure that the conditions of one or both of these provisions will be met.

In addition, the General Partner will be entitled to form separate, side-by-side partnerships that would avoid the application of the Investment Company Act based on application of either Section 3(c)(1) of the Investment Company Act (if the Partnership is relying on Section 3(c)(7) of the Investment Company Act) or Section 3(c)(7) of the Investment Company Act (if the Partnership is relying on Section 3(c)(1) of the Investment Company Act).

INVESTMENT ADVISORS ACT OF 1940. As of the date hereof, there is no requirement that the General Partner must register under the Advisors Act. However, future changes in laws may impose such a requirement.

SECURITIES ACT OF 1933. The limited partner interests in the Partnership described herein are not being registered under the Securities Act of 1933, as amended (the "***Securities Act***"), in reliance upon exemptions for transactions not involving a public offering. Each investor will be required to execute certain agreements in connection with its subscription for a limited partner interest in the Partnership, and in so doing will make certain representations to the General Partner, including: (i) that it is an "***accredited investor***" as defined in Regulation D under the Securities Act; (ii) that it is acquiring its interest in the Partnership for its own account, for investment purposes only, and not with a view to its distribution; (iii) that it has received or had access to all information it deems relevant to evaluate the merits and risks of the prospective investment and that it has reviewed and understood all such information; (iv) that it has the ability to bear the economic risk of an investment in the Partnership for an indefinite period of time; and (v) that it has such knowledge and experience of financial and business matters that it is capable of evaluating the merits of an investment in the Partnership.

Prior to sale, offerees and their advisors are invited to ask questions and obtain additional information from the General Partner concerning the limited partner interests in the Partnership described herein, the terms and conditions of the offering, and any other relevant matters (including, but not limited to, additional information to verify the accuracy of the information set forth herein).

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[1] Section 3(c)(1) excludes from the definition of "investment company" any issuer whose outstanding securities are beneficially owned by not more than one hundred (100) persons (as defined in this § 3(c)(1)), after giving effect to certain attribution rules, and that does not engage in a public offering of securities.

[2] Section 3(c)(7) excludes from the definition of "investment company" any issuer whose outstanding securities are beneficially owned only by "qualified purchasers" or "knowledgeable employees" and that does not engage in a public offering of securities. A "qualified purchaser" includes a natural person who owns not less than $5,000,000 in investments, or a natural person or company, acting for its own account or the accounts of other qualified purchasers, who owns and invests on a discretionary basis not less than $25,000,000 in investments and certain trusts.

ANTI-MONEY LAUNDERING REGULATIONS. All subscriptions for the limited partner interests in the Partnership described herein are subject to applicable anti-money laundering regulations. Investors will be required to comply with such anti-money laundering procedures as are required by Fulfilling Rights and Ending Eavesdropping Dragnet-collection and Online Monitoring Act of 2015 (USA FREEDOM Act).

As part of the Partnership's responsibility to comply with any applicable regulations aimed at the prevention of money laundering, the Partnership may require verification of identity from all prospective investors. The Partnership may seek to: verify the identity of a prospective investor; ensure that the prospective investor is not named on one of the prohibited lists maintained by the U.S. Treasury Department; verify the source of a prospective investor's funds; once a prospective investor becomes a limited partner, monitor communications, capital contributions and withdrawals, and other payments involving the limited partner; and report suspicious activity to appropriate authorities. The Partnership may be required to exercise special scrutiny when prospective investors employ certain-kinds of financial institutions or financial institutions from certain countries or when prospective investors are senior governmental or military officials or senior executives of government-owned businesses. U.S. anti-money laundering regulations are developing and changing continually and the Partnership may be required to implement other anti-money laundering measures from time to time. Prospective investors should be aware that in order to comply with any applicable anti-money laundering regulations, whether in the United States or any other applicable jurisdiction, certain information regarding prospective investors and partners may be required to be transmitted to, or held in, the United States or disclosed to certain regulatory authorities in any applicable jurisdiction. Depending on the circumstances of each subscription, it may not be necessary to obtain full documentary evidence of identity.

The Partnership reserves the right to request such information as is necessary to verify the identity of a prospective investor. The Partnership also reserves the right to request such identification evidence in respect of a transferee of the limited partner interests in the Partnership. In the event of delay or failure by the prospective investor or transferee to produce any information required for verification purposes, the Partnership may refuse to accept the application or (as the case may be) to give effect to the relevant transfer and (in the case of a subscription for the limited partner interests in the Partnership) any funds received will be returned without interest to the account from which the monies were originally debited.

The Partnership also reserves the right to refuse to make any distribution to a Limited Partner, if the General Partner suspects or is advised that the payment of any distribution proceeds to such Limited Partner might result in a breach or violation of any applicable anti-money laundering or other laws or regulations by any person in any relevant jurisdiction, or such refusal is considered necessary or appropriate to ensure the compliance by the Partnership, the General Partner or their respective affiliates with any such laws or regulations in any relevant jurisdiction.

Certain ERISA Considerations

*Each prospective investor that is an employee benefit plan or trust (an "**ERISA Plan**") within the meaning of, and subject to the provisions of, the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), or a plan within the meaning of, and subject to the provisions of, Section 4975 of the Code, such as an individual retirement account (IRA) (a "**Code Plan**"), should consider the matters described in this section in determining whether to invest in the Partnership. The provisions of ERISA are complex and their application to an investment in the Partnership should be reviewed by the appropriate representatives of any prospective investor that is an ERISA Plan or a Code Plan (each a "**Plan**"). In particular, each such prospective investor should consult with their own legal counsel*

concerning the issues described below. The following is intended to be a summary only and is not a substitute for careful planning with a professional adviser.

FIDUCIARY MATTERS AND PROHIBITED TRANSACTIONS GENERALLY. In considering an investment in the Partnership of a portion of the assets of any ERISA Plan, any Code Plan and any entity whose underlying assets include plan assets by reason of an investment in such entity by an ERISA Plan or a Code Plan (but not a foreign or governmental benefit plan that is not subject to ERISA or the Code) (a "benefit plan investor"), a fiduciary should consider, among other factors, (i) whether the investment is in accordance with the documents and instruments governing the Plan; (ii) whether the investment satisfies the diversification requirements of Section 404(a)(1)(C) of ERISA, if applicable; (iii) whether the investment provides sufficient liquidity to permit benefit payments to be made as they become due; (iv) any requirement that the fiduciary annually value the assets of the Plan; (v) whether the investment is prudent, since there is a high degree of risk in purchasing interests in the Partnership and it is not expected that there will be any public market in which the interests may be sold or otherwise disposed of; and (vi) whether the investment is for the exclusive purpose of providing benefits to participants and their beneficiaries.

ERISA and the Code prohibit Plan fiduciaries from engaging in various transactions ("***Prohibited Transactions***") involving Plan assets with persons who have certain relationships with respect to the Plan, such as Plan fiduciaries (a "party in interest"). Thus, for example, absent an exemption the fiduciaries of a Plan should not purchase interests in the Partnership with assets of any Plan if the General Partner or any of its affiliates (i) has investment discretion with respect to such assets; or (ii) gives individualized investment advice where there is an understanding that it will serve as the primary basis for the investment decisions made with respect to such assets.

PLAN ASSETS. If the underlying assets of the Partnership (as opposed to interests in the Partnership alone) were deemed to be "plan assets" under ERISA, (i) the prudence and other fiduciary responsibility standards of Title I of ERISA would extend to investments made by the Partnership; and (ii) certain transactions in which the Partnership might seek to engage could constitute Prohibited Transactions under ERISA and the Code.

Under a regulation (the "***Plan Assets Regulation***") issued by the U.S. Department of Labor ("***DOL***"), the assets and properties of certain entities in which a Plan makes an equity investment (other than an investment in a publicly offered security or a security issued by an investment company registered under the Investment Company Act) would be deemed to be assets of the investing Plan unless (i) the entity is an "operating company" (including a "venture capital operating company") or (ii) equity participation by "benefit plan investors" is less than 25% of any class of equity of the entity. Interests in the Partnership will be neither publicly offered nor securities issued by an investment company registered under the Investment Company Act, within the meaning of the Plan Assets Regulation, and it is possible that benefit plan investors may purchase 25% or more of the Limited Partner interests in the Partnership.

For the Partnership to be considered a venture capital operating company, as of the date of its initial long-term investment and on any date of each "annual valuation period," at least 50% of its assets, valued at cost and exclusive of short-term investments pending long term commitment, must be investments in operating companies as to which the Partnership has contractual rights directly with the operating company to substantially participate in, or substantially influence, the conduct of such companies ("***management rights***"). In addition, the Partnership must actually exercise its management rights in at least one of such companies in the ordinary course of its business each year. **The Partnership cannot give any assurances as to whether it will be operated as or considered to be a venture capital operating company.**

Notwithstanding the foregoing, to each investor that is a "benefit plan investor" (as defined in ERISA), the General Partner acknowledges that it will use commercially reasonable efforts to conduct the affairs of the Partnership so that the assets of the Partnership will not be deemed to be "plan assets" under regulations promulgated by the U.S. Department of Labor.

PLAN ASSET CONSEQUENCES-PROHIBITED TRANSACTION EXEMPTIONS. If the Partnership's assets were deemed to constitute "plan assets" subject to Title I of ERISA or Section 4975 of the Code and a non-exempt Prohibited Transaction were to occur, then the General Partner, as a fiduciary and "party in interest," and any other "party in interest" that engaged in the prohibited transaction could be required (i) to restore to the Plan any profit realized on the transaction and (ii) to reimburse the Plan for any losses suffered by the Plan, as a result of such investment. In addition, each "party in interest" involved could be subject to an excise tax equal to 15% of the amount involved in the Prohibited Transaction for each year such transaction continues and, unless such transaction were corrected within statutorily required periods, to an additional tax of 100%. Plan fiduciaries who make the decision to invest in an interest in the Partnership could, under certain circumstances, be liable as co-fiduciaries for actions taken by the Partnership or the General Partner.

Furthermore, unless appropriate administrative exemptions were available or were obtained, the Partnership could be restricted from acquiring an otherwise desirable investment or from entering into an otherwise favorable transaction, if such acquisition or transaction would constitute a Prohibited Transaction.

FORM 5500 – ALTERNATIVE REPORTING OPTION. Most Plans must annually prepare and file with the Internal Revenue Service a Form 5500, Annual Return/Report of Employee Benefit Plan ("***Form 5500***"). Schedule C of Form 5500 requires expanded reporting of "indirect compensation" received by service providers to a Plan. "Indirect compensation" refers to compensation received from sources other than directly from a Plan or the sponsor of a Plan if received in connection with services rendered to the Plan. For this purpose, persons providing investment management services to a pooled investment vehicle in which a Plan invests are treated as indirectly providing investment management services to the Plan. Reportable "indirect compensation" thus includes fees received by a person from a pooled investment vehicle in which a Plan invests to the extent that such fees are charged against the pooled investment vehicle and reflected in the value of the Plan's investment, such as, for example, an investment adviser asset-based investment management fee. The disclosure and description of the Partnership's compensation arrangements contained in this Memorandum, the Subscription Agreement and/or the Partnership Agreement are intended to satisfy the requirements for the alternative reporting option for "eligible indirect compensation" that are set forth in the instructions to Schedule C of Form 5500 because they disclose and describe (a) the existence of the indirect compensation, (b) the services provided for the indirect compensation or the purpose for the payment of the indirect compensation, (c) the amount (or estimate) of the compensation or a description of the formula used to calculate or determine the compensation, and (d) the identity of the party or parties paying and receiving the compensation.

Each Plan fiduciary should consult its legal adviser concerning the potential consequences under ERISA, Section 4975 of the Code or similar state law before making an investment in the Partnership.

XI. ADDITIONAL INFORMATION

Prior to the consummation of the offering, the Partnership will provide to each prospective investor and such investor's representatives and advisors, if any, the opportunity to ask questions and receive answers concerning the terms and conditions of the offering and to obtain any additional information which the Partnership may possess or can obtain without unreasonable effort and expense that is necessary to verify the accuracy of the information furnished to such prospective investor.

This Memorandum is intended to present a general outline of the policies and structure of the Partnership and the General Partner. The Partnership Agreement, which specifies the rights and obligations of the Limited Partners, should be reviewed thoroughly by each prospective investor. The "Summary of Principal Terms" of the terms and conditions of the Partnership contained herein is necessarily incomplete and is qualified in its entirety by reference to such agreement and the subscription agreements relating to the purchase of limited partnership interests therein. In the event any description of the Partnership's terms and conditions set forth in this Memorandum conflict with the provisions of such agreements, the terms and conditions set forth in such agreements shall control.

Any questions regarding this offering, and any requests for copies of the Memorandum, the Partnership Agreement and the Subscription Agreement, should be forwarded to:

Valar Ventures LLC

915 Broadway, Suite 1101

New York, NY 10010

Email: [redacted]

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APPENDIX A

NOTICES UNDER CERTAIN UNITED STATES AND FOREIGN SECURITIES LAWS

Prospective investors should carefully consider the applicable legends stated below prior to deciding whether or not to invest in the Partnership.

NOTICE TO FLORIDA RESIDENTS: A PURCHASER (OTHER THAN AN INSTITUTIONAL INVESTOR DESCRIBED IN SECTION 517.061(7), FLA. STAT.) WHO ACCEPTS AN OFFER TO PURCHASE SECURITIES EXEMPTED FROM REGISTRATION BY SECTION 517.061(11), FLA. STAT., MAY VOID SUCH PURCHASE WITHIN A PERIOD OF THREE (3) DAYS AFTER (A) THE PURCHASER FIRST TENDERS CONSIDERATION TO THE ISSUER, ITS AGENT OR AN ESCROW AGENT OR (B) THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO THE PURCHASER, WHICHEVER LATER OCCURS, UNLESS SALES ARE MADE TO FEWER THAN FIVE (5) PURCHASERS IN FLORIDA (NOT COUNTING THOSE INSTITUTIONAL INVESTORS DESCRIBED IN SECTION 517.061(7)).

NOTICE TO RESIDENTS OF OTHER STATES: IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS MEMORANDUM. 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 OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO FOREIGN INVESTORS: IT IS THE RESPONSIBILITY OF ANY PERSON OR ENTITY WISHING TO PURCHASE AN INTEREST TO SATISFY HIMSELF, HERSELF OR ITSELF AS TO THE FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT TERRITORY OUTSIDE OF THE UNITED STATES IN CONNECTION WITH ANY SUCH PURCHASE, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE FORMALITIES.

NOTICE TO RESIDENTS OF AUSTRALIA: THE PARTNERSHIP IS NOT REGISTERED AS A MANAGED INVESTMENT SCHEME IN AUSTRALIA. THE PROVISION OF THIS MEMORANDUM TO ANY PERSON DOES NOT CONSTITUTE AN OFFER OF INTERESTS TO THAT PERSON OR AN INVITATION TO THAT PERSON TO APPLY FOR INTERESTS. ANY SUCH OFFER OR INVITATION WILL ONLY BE EXTENDED TO A PERSON IF THAT PERSON HAS FIRST SATISFIED THE GENERAL PARTNER THAT THE PERSON IS A WHOLESALE CLIENT FOR THE PURPOSE OF SECTION 761G(7) OF THE CORPORATIONS ACT OF AUSTRALIA. THIS DOCUMENT IS NOT A PROSPECTUS OR PRODUCT DISCLOSURE

STATEMENT. IT IS NOT REQUIRED TO, AND DOES NOT, CONTAIN ALL THE INFORMATION WHICH WOULD BE REQUIRED IN A PROSPECTUS OR PRODUCT DISCLOSURE STATEMENT. IT HAS NOT BEEN LODGED WITH OR BEEN THE SUBJECT OF NOTIFICATION TO THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION. IT IS A TERM OF ISSUE OF INTERESTS IN THE PARTNERSHIP THAT THE INVESTOR MAY NOT TRANSFER OR OFFER TO TRANSFER THEIR INTERESTS TO ANY PERSON LOCATED IN, OR RESIDENT OF, AUSTRALIA UNLESS THE PERSON IS A WHOLESALE CLIENT FOR THE PURPOSES OF SECTION 761G(7) OF THE CORPORATIONS ACT OF AUSTRALIA.

NOTICE TO RESIDENTS OF BAHRAIN: THE MARKETING OF INTERESTS IN THE PARTNERSHIP IN BAHRAIN HAS NOT BEEN APPROVED BY THE CENTRAL BANK OF BAHRAIN. THE CENTRAL BANK OF BAHRAIN TAKES NO RESPONSIBILITY FOR THE ACCURACY OF THE STATEMENTS AND INFORMATION CONTAINED IN THIS MEMORANDUM OR FOR THE PERFORMANCE OF THE PARTNERSHIPS, NOR SHALL IT HAVE ANY LIABILITY TO ANY PERSON, A LIMITED PARTNER OR OTHERWISE, FOR ANY LOSS OR DAMAGE RESULTING FROM RELIANCE ON ANY STATEMENT OR INFORMATION CONTAINED HEREIN.

NOTICE TO RESIDENTS OF BELGIUM: THE PARTNERSHIP HAS NOT BEEN AND WILL NOT BE REGISTERED WITH THE BELGIAN BANKING, FINANCE AND INSURANCE COMMISSION (COMMISSIE VOOR HET BANK-, FINANCIE- EN ASSURANTIEWEZEN / COMMISSION BANCAIRE, FINANCIÉRE ET DES ASSURANCES) ("CBFA")) AS A FOREIGN COLLECTIVE INVESTMENT INSTITUTION UNDER ARTICLE 127 OF THE BELGIAN LAW OF 20 JULY 2004 ON CERTAIN FORMS OF COLLECTIVE MANAGEMENT OF INVESTMENT PORTFOLIO. THE OFFERING IN BELGIUM HAS NOT BEEN AND WILL NOT BE NOTIFIED TO THE CBFA. THIS MEMORANDUM HAS NOT BEEN AND WILL NOT BE APPROVED BY THE CBFA. THE PUBLIC OFFERING OF INTERESTS IN THE PARTNERSHIP IN BELGIUM WITHIN THE MEANING OF THE BELGIAN ACT OF JULY 20, 2004, AND THE BELGIAN ACT OF JUNE 16, 2006 ON THE PUBLIC OFFERING OF INVESTMENT INSTRUMENTS AND THE ADMISSION OF INVESTMENT INSTRUMENTS TO LISTING ON A REGULATED MARKET HAS NOT BEEN AUTHORIZED BY THE PARTNERSHIP. THE OFFERING MAY NOT BE ADVERTISED, AND INTERESTS IN THE PARTNERSHIP MAY NOT BE OFFERED, SOLD, TRANSFERRED OR DELIVERED TO, OR SUBSCRIBED TO BY, AND NO MEMORANDUM, INFORMATION CIRCULAR, BROCHURE OR SIMILAR DOCUMENT MAY BE DISTRIBUTED TO, DIRECTLY OR INDIRECTLY, ANY INDIVIDUAL OR LEGAL ENTITY IN BELGIUM, EXCEPT (I) TO "QUALIFIED INVESTORS" AS REFERRED TO IN ARTICLE 10, § 1 OF THE BELGIAN ACT OF JUNE 16, 2006, (II) SUBJECT TO THE RESTRICTION OF A MINIMUM INVESTMENT OF E50,000 PER INVESTOR OR EQUIVALENT IN RELEVANT FOREIGN CURRENCY OR (III) IN ANY OTHER CIRCUMSTANCES IN WHICH THE PRESENT OFFERING DOES NOT QUALIFY AS A PUBLIC OFFERING IN ACCORDANCE WITH THE AFOREMENTIONED ACT OF JUNE 16, 2006. THIS MEMORANDUM HAS BEEN ISSUED TO THE INTENDED RECIPIENT FOR PERSONAL USE ONLY AND EXCLUSIVELY FOR THE PURPOSES OF THE OFFERING. THEREFORE, IT MAY NOT BE USED FOR ANY OTHER PURPOSE NOR PASSED ON TO ANY OTHER PERSON IN BELGIUM.

NOTICE TO RESIDENTS OF CANADA:

PURCHASERS' REPRESENTATIONS, COVENANTS AND RESALE RESTRICTIONS

CONFIRMATIONS OF THE ACCEPTANCE OF OFFERS TO PURCHASE INTERESTS WILL BE SENT TO PURCHASERS IN CANADA WHO HAVE NOT WITHDRAWN THEIR OFFERS TO

PURCHASE PRIOR TO THE ISSUANCE OF SUCH CONFIRMATIONS. EACH PURCHASER OF INTERESTS IN CANADA WHO RECEIVES A PURCHASE CONFIRMATION, BY THE PURCHASER'S RECEIPT THEREOF, REPRESENTS TO THE PARTNERSHIP AND ANY DEALER FROM WHOM SUCH PURCHASE CONFIRMATION IS RECEIVED THAT SUCH PURCHASER IS A PERSON OR COMPANY TO WHICH INTERESTS MAY BE SOLD WITHOUT THE BENEFIT OF A PROSPECTUS QUALIFIED UNDER APPLICABLE PROVINCIAL SECURITIES LAWS. IN PARTICULAR, PURCHASERS RESIDENT IN ONTARIO REPRESENT TO THE PARTNERSHIP THAT THE PURCHASER IS (A) EITHER AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN SECTION 1.1 OF NATIONAL INSTRUMENT 45-106 - PROSPECTUS AND REGISTRATION EXEMPTIONS OF THE CANADIAN SECURITIES ADMINISTRATORS (THE "NI") OR (B) A PURCHASER WHO PURCHASES INTERESTS THAT HAVE AN ACQUISITION COST TO THE PURCHASER OF NOT LESS THAN C$150,000 PAID IN CASH AT THE TIME OF THE PURCHASE, AND WHO IS NOT CREATED OR USED SOLELY TO PURCHASE OR HOLD SECURITIES IN RELIANCE ON THE EXEMPTION IN SECTION 2.10 OF THE NI. IN EITHER CASE, THE PURCHASER MUST PURCHASE THE UNITS AS PRINCIPAL. THE DISTRIBUTION OF INTERESTS IN CANADA IS BEING MADE ON A PRIVATE PLACEMENT BASIS. ACCORDINGLY, ANY RESALE OF THE INTERESTS MUST BE MADE IN ACCORDANCE WITH AN EXEMPTION FROM THE REGISTRATION AND PROSPECTUS REQUIREMENTS OF APPLICABLE SECURITIES LAWS, WHICH VARY DEPENDING ON THE PROVINCE. PURCHASERS OF INTERESTS ARE ADVISED TO SEEK LEGAL ADVICE PRIOR TO ANY RESALE OF INTERESTS.

IN ONTARIO, THE INTERESTS WILL, AND IN OTHER CANADIAN JURISDICTIONS, THE INTERESTS MAY, BE DISTRIBUTED THROUGH ONE OR MORE DEALERS REGISTERED WITH THE RELEVANT SECURITIES REGULATORY AUTHORITY. THE PARTNERSHIP IS NOT A "CONNECTED ISSUER" OR "RELATED ISSUER", WITHIN THE MEANING OF NATIONAL INSTRUMENT 33-105 – UNDERWRITING CONFLICTS OF THE CANADIAN SECURITIES ADMINISTRATORS, OF ANY SUCH DEALER.

ENFORCEMENT OF LEGAL RIGHTS

ALL OF THE PARTNERSHIP, ITS LEGAL REPRESENTATIVES, THE ADVISER, AND THEIR RESPECTIVE DIRECTORS AND OFFICERS MAY BE LOCATED OUTSIDE OF CANADA AND, AS A RESULT, IT MAY NOT BE POSSIBLE FOR CANADIAN PURCHASERS TO EFFECT SERVICE OF PROCESS WITHIN CANADA UPON THE PARTNERSHIP, ITS LEGAL REPRESENTATIVES, THE ADVISER, OR THEIR DIRECTORS OR OFFICERS. ALL OR A SUBSTANTIAL PORTION OF THE ASSETS OF THE PARTNERSHIP, ITS LEGAL REPRESENTATIVES, THE ADVISER, AND SUCH PERSONS MAY BE LOCATED OUTSIDE OF CANADA AND, AS A RESULT, IT MAY NOT BE POSSIBLE TO SATISFY A JUDGMENT AGAINST THE PARTNERSHIP, ITS LEGAL REPRESENTATIVES, THE ADVISER, AND SUCH PERSONS IN CANADA OR TO ENFORCE A JUDGMENT OBTAINED IN CANADIAN COURTS AGAINST THE PARTNERSHIP, ITS LEGAL REPRESENTATIVES, THE ADVISER, OR SUCH PERSONS OUTSIDE OF CANADA.

SECURITIES LEGISLATION IN CERTAIN OF THE CANADIAN JURISDICTIONS REQUIRES PURCHASERS TO BE PROVIDED WITH A REMEDY FOR RESCISSION OR DAMAGES, OR BOTH, IN ADDITION TO AND NOT IN DEROGATION FROM ANY OTHER RIGHT THEY MAY HAVE AT LAW, WHERE AN OFFERING MEMORANDUM AND ANY AMENDMENT TO IT CONTAINS A MISREPRESENTATION. THESE REMEDIES MUST BE EXERCISED BY THE PURCHASER WITHIN THE TIME LIMITS PRESCRIBED BY THE APPLICABLE SECURITIES LEGISLATION.

PURCHASERS SHOULD REFER TO THE APPLICABLE PROVISIONS OF THE SECURITIES LEGISLATION FOR THE COMPLETE TEXT OF THESE RIGHTS OR CONSULT WITH A LEGAL ADVISOR.

THE APPLICABLE CONTRACTUAL AND/OR STATUTORY RIGHTS ARE SUMMARIZED BELOW. THE SUMMARY IS SUBJECT TO THE EXPRESS PROVISIONS OF THE APPLICABLE PROVINCIAL SECURITIES LAWS AND THE REGULATIONS AND RULES THEREUNDER AND REFERENCE IS MADE THERETO FOR THE COMPLETE TEXT OF SUCH PROVISIONS.

THIS MEMORANDUM CONTAINS, PROXIMATE TO THE FORWARD-LOOKING INFORMATION, REASONABLE CAUTIONARY LANGUAGE IDENTIFYING THE FORWARD-LOOKING INFORMATION AS SUCH, AND IDENTIFYING MATERIAL FACTORS THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM A CONCLUSION, FORECAST OR PROJECTION IN THE FORWARD-LOOKING INFORMATION, AND A STATEMENT OF MATERIAL FACTORS OR ASSUMPTIONS THAT WERE APPLIED IN DRAWING A CONCLUSION OR MAKING A FORECAST OR PROJECTION SET OUT IN THE FORWARD-LOOKING INFORMATION; AND

THE PARTNERSHIP HAS A REASONABLE BASIS FOR DRAWING THE CONCLUSION OR MAKING THE FORECASTS AND PROJECTIONS SET OUT IN THE FORWARD LOOKING INFORMATION.

THE FOREGOING RIGHTS DO NOT APPLY IF THE PURCHASER IS:

(A) A CANADIAN FINANCIAL INSTITUTION (AS DEFINED IN NATIONAL INSTRUMENT 45-106 - PROSPECTUS AND REGISTRATION EXEMPTIONS OF THE CANADIAN SECURITIES ADMINISTRATORS) OR A SCHEDULE III BANK;

(B) THE BUSINESS DEVELOPMENT BANK OF CANADA INCORPORATED UNDER THE BUSINESS DEVELOPMENT BANK OF CANADA ACT (CANADA); OR

(C) A SUBSIDIARY OF ANY PERSON REFERRED TO IN PARAGRAPHS (A) AND (B), IF THE PERSON OWNS ALL OF THE VOTING SECURITIES OF THE SUBSIDIARY, EXCEPT THE VOTING SECURITIES REQUIRED BY LAW TO BE OWNED BY DIRECTORS OF THAT SUBSIDIARY.

THE FOREGOING SUMMARY IS SUBJECT TO THE EXPRESS PROVISIONS OF THE SECURITIES ACT (ONTARIO) AND THE RULES, REGULATIONS AND OTHER INSTRUMENTS THEREUNDER, AND REFERENCE IS MADE TO THE COMPLETE TEXT OF SUCH PROVISIONS CONTAINED THEREIN. SUCH PROVISIONS MAY CONTAIN LIMITATIONS AND STATUTORY DEFENSES ON WHICH THE PARTNERSHIP MAY RELY. THE RIGHTS OF ACTION DESCRIBED HEREIN ARE IN ADDITION TO AND WITHOUT DEROGATION FROM ANY OTHER RIGHT OR REMEDY THAT THE PURCHASER MAY HAVE AT LAW.

CERTAIN CANADIAN INCOME TAX CONSIDERATIONS

PROSPECTIVE PURCHASERS OF INTERESTS SHOULD CONSULT THEIR OWN TAX ADVISORS WITH RESPECT TO ANY TAXES EXIGIBLE IN CONNECTION WITH THE ACQUISITION, HOLDING OR DISPOSITION OF INTERESTS. IT IS RECOMMENDED THAT TAX ADVISORS BE EMPLOYED IN CANADA, AS THERE ARE A NUMBER OF SUBSTANTIVE CANADIAN TAX COMPLIANCE REQUIREMENTS FOR CANADIAN INVESTORS.

CONTRACTUAL AND/OR STATUTORY RIGHTS OF ACTION

ONTARIO:

PURCHASERS IN ONTARIO TO WHOM THIS MEMORANDUM IS DELIVERED AND WHO PURCHASE INTERESTS IN RELIANCE ON THE PROSPECTUS EXEMPTION PROVIDED BY SECTION 2.3 OF ONTARIO SECURITIES COMMISSION RULE 45-501 ARE HEREBY GRANTED THE FOLLOWING RIGHTS:

IN THE EVENT THAT THIS MEMORANDUM OR ANY AMENDMENT THERETO DELIVERED TO A PURCHASER OF INTERESTS IN ONTARIO CONTAINS AN UNTRUE STATEMENT OF A MATERIAL FACT OR OMITS TO STATE A MATERIAL FACT THAT IS REQUIRED TO BE STATED OR THAT IS NECESSARY TO MAKE ANY STATEMENT THEREIN NOT MISLEADING IN THE LIGHT OF THE CIRCUMSTANCES IN WHICH IT WAS MADE (HEREIN CALLED A "MISREPRESENTATION") AND IT WAS A MISREPRESENTATION AT THE TIME OF PURCHASE, THE PURCHASER WILL BE DEEMED TO HAVE RELIED UPON THE MISREPRESENTATION AND WILL, SUBJECT AS HEREINAFTER PROVIDED, HAVE A RIGHT OF ACTION AGAINST THE PARTNERSHIP FOR DAMAGES, OR, WHILE STILL THE OWNER OF THE INTERESTS PURCHASED BY THAT PURCHASER FOR RESCISSION, IN WHICH CASE, IF THE PURCHASER ELECTS TO EXERCISE THE RIGHT OF RESCISSION, THE PURCHASER WILL HAVE NO RIGHT OF ACTION FOR DAMAGES AGAINST THE PARTNERSHIP, PROVIDED THAT:

- THE RIGHT OF ACTION FOR RESCISSION WILL BE EXERCISABLE BY A PURCHASER ONLY IF THE PURCHASER GIVES NOTICE TO THE PARTNERSHIP NOT LATER THAN 180 DAYS AFTER THE DATE OF THE TRANSACTION THAT GAVE RISE TO THE CAUSE OF ACTION;
- THE RIGHT OF ACTION FOR DAMAGES OR ANY OTHER ACTION OTHER THAN THE RIGHT OF ACTION FOR RESCISSION WILL BE EXERCISABLE BY A PURCHASER ONLY IF THE PURCHASER GIVES NOTICE TO THE PARTNERSHIP NOT LATER THAN THE EARLIER OF (I) 180 DAYS AFTER THE PURCHASER HAD KNOWLEDGE OF THE FACTS GIVING RISE TO THE CAUSE OF ACTION OR (II) THREE YEARS AFTER THE DATE OF THE TRANSACTION THAT GAVE RISE TO THE CAUSE OF ACTION;
- THE PARTNERSHIP WILL NOT BE LIABLE IF IT PROVES THAT THE PURCHASER PURCHASED THE INTERESTS WITH KNOWLEDGE OF THE MISREPRESENTATION;
- IN THE CASE OF AN ACTION FOR DAMAGES, THE PARTNERSHIP WILL NOT BE LIABLE FOR ALL OR ANY PORTION OF THE DAMAGES THAT IT PROVES DOES NOT REPRESENT THE DEPRECIATION IN VALUE OF THE INTERESTS AS A RESULT OF THE MISREPRESENTATION RELIED UPON; AND
- IN NO CASE WILL THE AMOUNT RECOVERABLE IN ANY ACTION EXCEED THE PRICE AT WHICH THE INTERESTS WERE SOLD TO PURCHASER.
- THE STATUTORY RIGHTS DISCUSSED ABOVE ARE IN ADDITION TO AND WITHOUT DEROGATION FROM ANY OTHER RIGHT THE PURCHASER MAY HAVE AT LAW.

UNLESS THE PARTNERSHIP HAS ENGAGED AN ONTARIO-REGISTERED DEALER TO PLACE THE INTERESTS IN ONTARIO, EACH PURCHASER OF INTERESTS IN ONTARIO WILL BE REQUIRED TO DESIGNATE AN ONTARIO-REGISTERED DEALER TO COMPLETE THE PURCHASE OF THE INTERESTS ON ITS BEHALF. THE STAFF OF THE ONTARIO SECURITIES COMMISSION TAKE THE POSITION THAT A PERSON THAT PROVIDES INVESTMENT ADVICE TO A FUND THAT DISTRIBUTES ITS INTERESTS IN ONTARIO IS CONSIDERED TO

BE ACTING AS AN ADVISER IN ONTARIO, AND IS SUBJECT TO THE REQUIREMENT TO REGISTER AS AN ADVISER, NOTWITHSTANDING THAT THE ADVICE MAY BE GIVEN TO AND RECEIVED BY THE PARTNERSHIP OUTSIDE OF ONTARIO. NEITHER THE GENERAL PARTNER NOR THE RELATED "MANAGEMENT COMPANY" IS REGISTERED IN ONTARIO. HOWEVER, ONE OR BOTH OF SUCH ENTITIES MAY RELY UPON AN EXEMPTION FROM THE ADVISER REGISTRATION REQUIREMENT IF THE INTERESTS ARE DISTRIBUTED THROUGH AN ONTARIO-REGISTERED DEALER. ACCORDINGLY, UNLESS THE PARTNERSHIP HAS ENGAGED AN ONTARIO-REGISTERED DEALER TO PLACE THE INTERESTS IN ONTARIO, NO SALE WILL BE MADE TO A PURCHASER RESIDENT IN ONTARIO UNLESS THE DESIGNATION FORM CONTAINED IN THE SUBSCRIPTION AGREEMENT HAS BEEN COMPLETED AND DELIVERED TO THE PARTNERSHIP.

QUEBEC:

IN QUEBEC, EVERY PERSON WHO HAS SUBSCRIBED FOR SECURITIES PURSUANT TO THIS MEMORANDUM MAY, IN THE EVENT THAT THIS MEMORANDUM CONTAINS A MISREPRESENTATION, APPLY TO HAVE THE CONTRACT RESCINDED OR THE PRICE REVISED, WITHOUT PREJUDICE TO HIS OR HER CLAIM FOR DAMAGES, PROVIDED THAT NO ACTION MAY BE COMMENCED TO ENFORCE SUCH RIGHT UNLESS THE RIGHT IS EXERCISED:

- IN THE CASE OF RESCISSION OR REVISION OF THE PRICE, WITHIN ONE YEAR FROM THE DATE OF THE TRANSACTION; AND
- IN THE CASE OF DAMAGES, WITHIN ONE YEAR OF THE DATE ON WHICH THE PERSON ACQUIRED KNOWLEDGE OF THE FACTS GIVING RISE TO THE ACTION, EXCEPT UPON PROOF THAT THE PLAINTIFF ACQUIRED SUCH KNOWLEDGE MORE THAN ONE YEAR AFTER THE DATE OF THE TRANSACTION AS A RESULT OF THE NEGLIGENCE OF THE PLAINTIFF.

AN ACTION FOR RESCISSION OR REVISION OF THE PRICE OR DAMAGES AGAINST THE ISSUER, THE DEFENDANT MAY DEFEAT THE APPLICATION ONLY IF IT IS PROVED THAT THE PLAINTIFF KNEW, AT THE TIME OF THE TRANSACTION, OF THE ALLEGED MISREPRESENTATION.

BRITISH COLUMBIA:

IN THE EVENT THAT THIS MEMORANDUM OR ANY AMENDMENT THERETO DELIVERED TO A PURCHASER OF INTERESTS IN BRITISH COLUMBIA CONTAINS AN UNTRUE STATEMENT OF A MATERIAL FACT OR OMITS TO STATE A MATERIAL FACT THAT IS REQUIRED TO BE STATED OR IS NECESSARY IN ORDER TO PREVENT ANY STATEMENT THAT IS BEING MADE FROM NOT BEING FALSE OR MISLEADING IN THE CIRCUMSTANCES IN WHICH IT WAS MADE (HEREIN CALLED A "MISREPRESENTATION") AND IT WAS A MISREPRESENTATION AT THE TIME OF PURCHASE, THE PURCHASER WILL BE DEEMED TO HAVE RELIED UPON THE MISREPRESENTATION AND WILL, SUBJECT AS HEREINAFTER PROVIDED, HAVE A RIGHT OF ACTION AGAINST THE PARTNERSHIP FOR DAMAGES, OR, WHILE STILL THE OWNER OF THE INTERESTS PURCHASED BY THAT PURCHASER, FOR RESCISSION, IN WHICH CASE, IF THE PURCHASER ELECTS TO EXERCISE THE RIGHT OF RESCISSION, THE PURCHASER WILL HAVE NO RIGHT OF ACTION FOR DAMAGES AGAINST THE PARTNERSHIP, PROVIDED THAT:

- THE RIGHT OF ACTION FOR RESCISSION OR DAMAGES IS ENFORCEABLE BY A PURCHASER ON NOTICE BY THE PURCHASER TO THE PARTNERSHIP ON OR

BEFORE THE 90TH DAY AFTER THE DATE ON WHICH PAYMENT IS MADE FOR INTERESTS OR ON WHICH THE INITIAL PAYMENT WAS MADE FOR THE INTERESTS, IF PAYMENTS SUBSEQUENT TO THE INITIAL PAYMENT ARE MADE UNDER A CONTRACTUAL COMMITMENT ENTERED INTO BEFORE, OR CONCURRENTLY WITH, THE INITIAL PAYMENT;

- A PURCHASER WILL NOT BE ENTITLED TO COMMENCE AN ACTION TO ENFORCE A RIGHT: (I) IN THE CASE OF AN ACTION FOR RESCISSION, MORE THAN 180 DAYS AFTER THE DATE OF THE TRANSACTION THAT GAVE RISE TO THE CAUSE OF ACTION; OR (II) IN THE CASE OF AN ACTION FOR DAMAGES, MORE THAN THE EARLIER OF 180 DAYS AFTER THE DATE THE PURCHASER FIRST HAD KNOWLEDGE OF THE FACTS THAT GAVE RISE TO THE CAUSE OF ACTION OR THREE YEARS FROM THE DATE OF THE TRANSACTION THAT GAVE RISE TO THE CAUSE OF ACTION;
- THE PARTNERSHIP WILL NOT BE LIABLE IF IT PROVES THAT THE PURCHASER PURCHASED THE INTERESTS WITH KNOWLEDGE OF THE MISREPRESENTATION;
- IN THE CASE OF AN ACTION FOR DAMAGES, THE PARTNERSHIP WILL NOT BE LIABLE FOR ALL OR ANY PORTION OF THE DAMAGES THAT IT PROVES DOES NOT REPRESENT THE DEPRECIATION IN VALUE OF THE INTERESTS AS A RESULT OF THE MISREPRESENTATION RELIED UPON; AND
- IN NO CASE WILL THE AMOUNT RECOVERABLE IN ANY ACTION EXCEED THE PRICE AT WHICH THE INTERESTS WERE SOLD TO THE PURCHASER.

THE CONTRACTUAL RIGHTS DISCUSSED ABOVE ARE IN ADDITION TO AND WITHOUT DEROGATION FROM ANY OTHER RIGHTS OR REMEDIES AVAILABLE AT LAW TO THE PURCHASER.

NOTICE TO RESIDENTS OF CHINA (THE PEOPLE'S REPUBLIC OF CHINA): THE INTERESTS ARE NOT BEING OFFERED OR SOLD AND MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, WITHIN THE PEOPLE'S REPUBLIC OF CHINA (FOR SUCH PURPOSES, NOT INCLUDING THE HONG KONG AND MACAU SPECIAL ADMINISTRATIVE REGIONS OR TAIWAN), EXCEPT AS PERMITTED BY THE SECURITIES AND FUNDS LAWS OF THE PEOPLE'S REPUBLIC OF CHINA.

NOTICE TO RESIDENTS OF DENMARK: INTERESTS IN THE PARTNERSHIP ARE BEING OFFERED TO A LIMITED NUMBER OF INSTITUTIONAL AND SOPHISTICATED INVESTORS. PURSUANT TO SECTION 11 OF THE PROSPECTUS ORDER (MINISTERIAL ORDER NO. 1232 OF OCTOBER 22, 2007 ON THE PROSPECTUS REQUIREMENTS FOR OFFERINGS OF A VALUE ABOVE €2,500,000) ISSUED IN ACCORDANCE WITH SECTION 23(8) OF THE DANISH SECURITIES TRADING ACT (CONSOLIDATED ACT NO. 214 OF APRIL 2, 2008) THE FOLLOWING TYPES OF OFFERINGS ARE EXEMPTED FROM PROSPECTUS REGISTRATION REQUIREMENTS:

(A) OFFERINGS TO ACCREDITED INVESTORS;

(B) OFFERINGS TO NON-ACCREDITED INVESTORS IF THE OFFER IS DIRECTED AT FEWER THAN 100 PRIVATE OR LEGAL PERSONS IN DENMARK;

(C) OFFERINGS FOR WHICH THE VALUE OF EACH INTEREST EXCEEDS €50,000; OR

(D) OFFERINGS WHERE PARTICIPATION IS CONDITIONAL UPON PAYMENT OF MORE THAN €50,000 PER INVESTOR.

THIS MEMORANDUM MAY ONLY BE DISTRIBUTED TO, AND THE OFFERING MAY ONLY BE SUBSCRIBED BY, INVESTORS THAT SATISFY ONE OR MORE OF THE CONDITIONS SET OUT ABOVE FROM (A) TO (D). ACCORDINGLY, THIS MEMORANDUM HAS NOT BEEN AND WILL NOT BE REGISTERED WITH THE DANISH FINANCIAL SUPERVISORY AUTHORITY OR THE DANISH COMMERCE AND COMPANIES AGENCY UNDER THE RELEVANT DANISH ACTS AND REGULATIONS ON THE OFFERING IN DENMARK OF FUND INTERESTS.

NOTICE TO RESIDENTS OF FRANCE: THE OFFER OF INTERESTS IS NOT SUBJECT TO THE REQUIREMENT OF A PROSPECTUS OR OTHER INFORMATION DOCUMENT FILED WITH THE COMMISSION DES OPÉRATIONS DE BOURSE FOR ITS APPROVAL (VISA). NEITHER THIS MEMORANDUM NOR ANY OFFERING MATERIAL RELATING TO THE OFFER OF INTERESTS HAVE BEEN OR WILL BE SUBMITTED TO THE CLEARANCE PROCEDURES OF THE FRENCH AUTHORITIES, INCLUDING THE COMMISSION DES OPÉRATIONS DE BOURSE. THE INTERESTS MAY ONLY BE OFFERED TO AND PURCHASED OR SUBSCRIBED TO BY INVESTORS REFERRED TO IN ARTICLE L. 411-2 OF THE FRENCH MONETARY AND FINANCIAL CODE (CODE MONÉTAIRE ET FINANCIER) AND DÉCRET N° 98-880, DATED OCTOBER 1, 1998, ACTING FOR THEIR OWN ACCOUNT. IN THE EVENT THAT THE INTERESTS THUS PURCHASED OR SUBSCRIBED TO BY SUCH INVESTORS ARE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, TO THE PUBLIC IN FRANCE, THE CONDITIONS SET FORTH IN ARTICLES L. 412-1 AND L. 621-8 OF THE CODE CITED ABOVE MUST BE COMPLIED WITH. IF THE INTERESTS ARE OFFERED TO A CLOSE CIRCLE OF INVESTORS OF 100 PERSONS OR MORE, SUCH INVESTORS MUST REPRESENT THAT THEY KNOW ONE OF THE MEMBERS OF THE PARTNERSHIP'S MANAGEMENT PERSONALLY AND HAVE EITHER A FAMILY OR PROFESSIONAL RELATIONSHIP WITH SUCH MEMBER. THIS MEMORANDUM AND OTHER OFFERING MATERIALS RELATING TO THE OFFER OF INTERESTS ARE STRICTLY CONFIDENTIAL AND MAY NOT BE DISTRIBUTED TO ANY PERSON OR ENTITY OTHER THAN THE RECIPIENTS HEREOF.

NOTICE TO RESIDENTS OF GERMANY: THIS DOCUMENT AND OTHER RELATED OFFERING MATERIALS HAVE NOT BEEN SUBMITTED TO THE GERMAN FEDERAL FINANCIAL SERVICES SUPERVISORY AUTHORITY (BUNDESANSTALT FÜR FINANZDIENSTLEISTUNGSAUFSICHT – "BAFIN") AND INTERESTS IN THE FUND DESCRIBED IN THIS DOCUMENT ARE NOT ADMITTED OR REGISTERED WITH BAFIN FOR PUBLIC DISTRIBUTION IN GERMANY UNDER THE SECURITIES PROSPECTUS ACT (WERTPAPIERPROSPEKTGESETZ – "WPPG"), THE CAPITAL INVESTMENTS ACT (VERMÖGENSANLAGENGESETZ – "VERMANLG") AND/OR THE CAPITAL INVESTMENT CODE (KAPITALANLAGEGESETZBUCH – "KAGB"). CONSEQUENTLY, INTERESTS IN THE FUND MAY NOT BE OFFERED OR SOLD TO THE PUBLIC IN GERMANY AND THIS DOCUMENT AND ANY OTHER RELATED OFFERING MATERIALS MAY NOT BE DISTRIBUTED TO THE PUBLIC. FURTHER, NO FILING FOR REGISTRATION OF INTERESTS IN THE FUND WITH BAFIN UNDER THE KAGB HAS SO FAR BEEN MADE.

THE INFORMATION CONTAINED IN THIS DOCUMENT AND IN OTHER RELATED OFFERING MATERIALS IS STRICTLY CONFIDENTIAL AND ONLY INTENDED FOR THE RECIPIENT THEREOF. RECIPIENTS MAY NOT PASS THIS DOCUMENT OR ANY OTHER RELATED OFFERING MATERIALS ON TO THIRD PERSONS EXCEPT TO THEIR ADVISORS FOR PURPOSES OF EVALUATING THEIR OWN INVESTMENT. ANY RESALE OF INTERESTS IN THE FUND IN GERMANY MAY ONLY BE MADE IN ACCORDANCE WITH THE PROVISIONS

OF THE WPPG, THE VERMANLG OR THE KAGB, AS APPLICABLE, AND ANY OTHER LAW APPLICABLE IN GERMANY GOVERNING THE SALE AND OFFERING OF SECURITIES AND FUND INTERESTS. THE FUND WILL NOT MEET THE REPORTING AND PUBLICATION REQUIREMENTS UNDER THE GERMAN INVESTMENT TAX ACT (INVESTMENTSTEUERGESETZ). POTENTIAL INVESTORS IN THE FUND ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX CONSEQUENCES OF THE RELEVANT TRANSACTION INVOLVING THE FUND. TAXATION RATES AND THEIR BASES MAY CHANGE. AS A RESULT, POTENTIAL INVESTORS SHOULD KEEP ANY TAX ADVICE OBTAINED UNDER REVIEW.

NOTICE TO RESIDENTS OF GREECE: THIS MEMORANDUM AND INTERSTS TO WHICH IT RELATES AND ANY OTHER MATERIAL RELATED THERETO MAY NOT BE ADVERTISED, DISTRIBUTED OR OTHERWISE MADE AVAILABLE TO THE PUBLIC IN GREECE. THE GREEK CAPITAL MARKET COMMISSION HAS NOT AUTHORIZED ANY PUBLIC OFFEREING OF THE SUBSCRIPTION OR INTERESTS IN THE FUND; ACCORDINGLY, INTERESTS MAY NOT BE ADVERTISED, DISTRIBUTED OR IN ANY WAY OFFERED OR SOLD IN GREECE OR TO RESIDENTS THEREOF EXCEPT AS PERMITETD BY GREEK LAW. THIS MEMORANDUM AND THE INFORMATION CONTAINED HEREIN DO NOT AND WILL NOT BE DEEMED TO CONSITUTE AN INVITATION TO THE PUBLIC IN GREECE TO PURCHASE INTERESTS. THE FUND DOES NOT HAVE A GUARANTEED PERFORMANCE AND PAST RETURNS DO NOT GUARANTEE FUTURE ONES.

NOTICE TO RESIDENTS OF HONG KONG: NO PERSON MAY OFFER OR SELL IN HONG KONG, BY MEANS OF ANY DOCUMENT, ANY INTERESTS OTHER THAN (A) TO "PROFESSIONAL INVESTORS" AS DEFINED IN THE SECURITIES AND FUTURES ORDINANCE (CAP. 571) OF HONG KONG AND ANY RULES MADE UNDER THAT ORDINANCE; OR (B) IN OTHER CIRCUMSTANCES WHICH DO NOT RESULT IN THE DOCUMENT BEING A "PROSPECTUS" AS DEFINED IN THE COMPANIES ORDINANCE (CAP. 32) OF HONG KONG OR WHICH DO NOT CONSTITUTE AN OFFER TO THE PUBLIC WITHIN THE MEANING OF THAT ORDINANCE.

NO PERSON MAY ISSUE, OR HAVE IN ITS POSSESSION FOR THE PURPOSES OF ISSUE, WHETHER IN HONG KONG OR ELSEWHERE, ANY ADVERTISEMENT, INVITATION OR DOCUMENT RELATING TO THE INTERESTS, WHICH IS DIRECTED AT, OR THE CONTENTS OF WHICH ARE LIKELY TO BE ACCESSED OR READ BY, THE PUBLIC IN HONG KONG (EXCEPT IF PERMITTED TO DO SO UNDER THE SECURITIES LAWS OF HONG KONG) OTHER THAN WITH RESPECT TO INTERESTS WHICH ARE OR ARE INTENDED TO BE DISPOSED OF ONLY TO PERSONS OUTSIDE HONG KONG OR ONLY TO "PROFESSIONAL INVESTORS" AS DEFINED IN THE SECURITIES AND FUTURES ORDINANCE (CAP. 571) OF HONG KONG AND ANY RULES MADE UNDER THAT ORDINANCE.

NOTICE TO RESIDENTS OF INDIA: THIS SUBSCRIPTION DOCUMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR AN OFFER TO BUY INTERESTS FROM ANY PERSON OTHER THAN THE PERSON TO WHOM THIS SUBSCRIPTION DOCUMENT HAS BEEN SENT BY THE PARTNERSHIP OR ITS AUTHORIZED AGENT. THIS SUBSCRIPTION DOCUMENT IS NOT AND SHOULD NOT BE CONSTRUED AS A PROSPECTUS. THE INTERESTS IN THE PARTNERSHIP ARE NOT BEING OFFERED TO THE PUBLIC FOR SALE OR SUBSCRIPTION BUT ARE BEING PRIVATELY PLACED WITH A LIMITED NUMBER OF SOPHISTICATED INVESTORS. PROSPECTIVE INVESTORS MUST SEEK LEGAL ADVICE AS TO WHETHER THEY ARE ENTITLED TO SUBSCRIBE FOR THE INTERESTS OF THE PARTNERSHIP AND MUST COMPLY WITH ALL RELEVANT INDIAN LAWS IN THIS RESPECT.

NOTICE TO RESIDENTS OF IRELAND: THIS DOCUMENT AND THE INFORMATION CONTAINED HEREIN IS CONFIDENTIAL AND HAS BEEN PREPARED AND IS INTENDED FOR USE ON A CONFIDENTIAL BASIS SOLELY BY THOSE PERSONS IN IRELAND TO WHOM IT IS SENT BY. IT MAY NOT BE REPRODUCED, REDISTRIBUTED OR PASSED ON TO ANY OTHER PERSONS OR PUBLISHED IN WHOLE OR IN ANY PART FOR ANY PURPOSE. IT DOES NOT CONSTITUTE AN INVITATION TO THE PUBLIC IN IRELAND OR ANY SECTION THEREOF TO SUBSCRIBE FOR OR PURCHASE ANY SHARES OR OTHER SECURITIES IN ANY COMPANY AND ACCORDINGLY IS NOT A PROSPECTUS WITHIN THE MEANING OF THE PROSPECTUS DIRECTIVE REGULATIONS.

THE OFFER IS BEING EXTENDED TO A SMALL NUMBER OF PERSONS RESIDENT IN THE REPUBLIC OF IRELAND BY WAY OF A PRIVATE PLACEMENT. NEITHER THIS DOCUMENT NOR THE OFFER CONSTITUTE AN INVITATION TO THE PUBLIC IN IRELAND OR ANY SECTION THEREOF TO SUBSCRIBE FOR OR PURCHASE INTERESTS AND ACCORDINGLY IS NOT A PROSPECTUS WITHIN THE MEANING OF THE PROSPECTUS DIRECTIVE REGULATIONS.

NOTICE TO RESIDENTS OF ISRAEL: THIS MEMORANDUM HAS NOT BEEN APPROVED BY THE ISRAELI SECURITIES AUTHORITY. THE INTERESTS IN THE PARTNERSHIP ARE BEING OFFERED TO A LIMITED NUMBER OF SOPHISTICATED INVESTORS, IN ALL CASES UNDER CIRCUMSTANCES THAT WILL FALL WITHIN THE PRIVATE PLACEMENT OR OTHER EXEMPTIONS SET FORTH IN THE ISRAELI SECURITIES LAW 1968 OR THE JOINT INVESTMENT TRUST LAW 1994. THIS MEMORANDUM MAY NOT BE REPRODUCED OR USED FOR ANY OTHER PURPOSE NOR BE FURNISHED TO ANY OTHER PERSON OTHER THAN THOSE TO WHOM COPIES HAVE BEEN SENT. ANY PROSPECTIVE INVESTOR WHO PURCHASES AN INTEREST IN THE PARTNERSHIP IS PURCHASING SUCH INTEREST FOR ITS OWN BENEFIT AND ACCOUNT AND NOT WITH THE AIM OR INTENTION OF DISTRIBUTING OR OFFERING SUCH INTEREST TO OTHER PARTIES. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, IN ISRAEL, TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN ISRAEL. NOTHING IN THIS MEMORANDUM SHOULD BE CONSIDERED AS INVESTMENT ADVICE AS DEFINED IN THE ISRAELI REGULATION OF INVESTMENT ADVICE, INVESTMENT MARKETING AND INVESTMENT PORTFOLIO MANAGEMENT LAW 1995.

NOTICE TO RESIDENTS OF JAPAN: NEITHER THE PARTNERSHIP NOR ANY OF ITS AFFILIATES IS OR WILL BE REGISTERED AS A "FINANCIAL INSTRUMENTS FIRM" PURSUANT TO THE FINANCIAL INSTRUMENTS AND EXCHANGE LAW. NEITHER THE FINANCIAL SERVICES AGENCY OF JAPAN NOR THE KANTO LOCAL FINANCE BUREAU HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM OR OTHERWISE APPROVED OR AUTHORIZED THE OFFERING OF INTERESTS IN THE PARTNERSHIP TO INVESTORS RESIDENT IN JAPAN. NEITHER THE INTERESTS DESCRIBED IN THIS MEMORANDUM NOR THE OFFERING THEREOF HAS BEEN DISCLOSED PURSUANT TO THE SECURITIES EXCHANGE LAW OF JAPAN (LAW NO.25 OF 1948 AS AMENDED). THE PURCHASER OF AN INTEREST AGREES NOT TO RE-TRANSFER OR RE-ASSIGN SUCH INTEREST TO ANYONE OTHER THAN NON-RESIDENTS OF JAPAN EXCEPT PURSUANT TO A PRIVATE PLACEMENT EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF, AND OTHERWISE IN COMPLIANCE WITH, THE SECURITIES EXCHANGE LAW AND OTHER RELEVANT LAWS AND REGULATIONS OF JAPAN (EXCEPT FOR RE-TRANSFER OR RE¬ASSIGNMENT TO ONE PERSON BY ONE TRANSACTION OF ALL SUCH INTEREST

PURCHASED BY SUCH PURCHASER). THE INTERESTS ARE BEING OFFERED TO A LIMITED NUMBER OF QUALIFIED INSTITUTIONAL INVESTORS (TEKIKAKU KIKAN TOSHIKA, AS DEFINED IN THE SECURITIES EXCHANGE LAW OF JAPAN) AND/OR A SMALL NUMBER OF INVESTORS, IN ALL CASES UNDER CIRCUMSTANCES THAT WILL FALL WITHIN THE PRIVATE PLACEMENT EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES EXCHANGE LAW AND OTHER RELEVANT LAWS AND REGULATIONS OF JAPAN. AS SUCH, THE INTERESTS HAVE NOT BEEN REGISTERED AND WILL NOT BE REGISTERED UNDER THE SECURITIES EXCHANGE LAW OF JAPAN. THIS MEMORANDUM IS CONFIDENTIAL AND IS INTENDED SOLELY FOR THE USE OF ITS RECIPIENT. ANY DUPLICATION OR REDISTRIBUTION OF THIS MEMORANDUM IS PROHIBITED. THE RECIPIENT OF THIS MEMORANDUM, BY ACCEPTING DELIVERY THEREOF, AGREES TO RETURN IT AND ALL RELATED DOCUMENTS TO THE PLACEMENT AGENT IF THE RECIPIENT ELECTS NOT TO PURCHASE ANY OF THE INTERESTS OFFERED HEREBY OR IF EARLIER REQUESTED BY THE PLACEMENT AGENT.

THERE IS A RISK THAT THE CUSTOMER MAY LOSE THE PRINCIPAL AMOUNT HE OR SHE WILL INVEST AS A RESULT OF FLUCTUATIONS IN THE NET ASSET VALUE OF INTERESTS IN THE PARTNERSHIP DUE TO CHANGES IN THE PRICES OF SECURITIES OR OTHER FINANCIAL PRODUCTS HELD BY THE PARTNERSHIP, CHANGES IN FOREIGN EXCHANGE RATES AND OTHER FACTORS, IF ANY.

NOTICE TO RESIDENTS OF KOREA (SOUTH KOREA): NEITHER THE PARTNERSHIP NOR ANY OF ITS AFFILIATES IS MAKING ANY REPRESENTATION WITH RESPECT TO THE ELIGIBILITY OF ANY RECIPIENTS OF THIS MEMORANDUM TO ACQUIRE INTERESTS IN THE PARTNERSHIP UNDER THE LAWS OF SOUTH KOREA, INCLUDING, BUT WITHOUT LIMITATION, THE FOREIGN EXCHANGE TRANSACTION ACT AND REGULATIONS THEREUNDER. THIS MEMORANDUM IS NOT, AND UNDER NO CIRCUMSTANCES IS TO BE CONSTRUED AS, A PUBLIC OFFERING OF SECURITIES IN SOUTH KOREA. NEITHER THE PARTNERSHIP NOR ANY PLACEMENT AGENT MAKE ANY REPRESENTATION WITH RESPECT TO THE ELIGIBILITY OF ANY RECIPIENTS OF THIS MEMORANDUM TO ACQUIRE THE INTEREST UNDER THE LAWS OF SOUTH KOREA, INCLUDING, WITHOUT LIMITATION, INDIRECT INVESTMENT ASSET MANAGEMENT BUSINESS LAW, THE SECURITIES AND EXCHANGE ACT AND THE FOREIGN EXCHANGE TRANSACTION ACT AND REGULATIONS THEREUNDER. THE INTERESTS HAVE NOT BEEN REGISTERED WITH THE FINANCIAL SUPERVISORY COMMISSION OF KOREA (THE "FSC") FOR A PUBLIC OFFERING IN SOUTH KOREA UNDER THE SECURITIES AND EXCHANGE ACT NOR HAVE THEY BEEN REGISTERED WITH THE FSC FOR DISTRIBUTION TO NON-QUALIFIED INVESTORS IN SOUTH KOREA UNDER THE INDIRECT INVESTMENTS ASSET MANAGEMENT BUSINESS ACT OF KOREA AND NONE OF THE INTERESTS MAY BE OFFERED, SOLD OR DELIVERED, DIRECTLY OR INDIRECTLY, OR OFFERED OR SOLD TO ANY PERSON FOR RE-OFFERING OR RE-SALE, DIRECTLY OR INDIRECTLY, IN SOUTH KOREA OR TO ANY RESIDENT OF SOUTH KOREA, EXCEPT PURSUANT TO THE APPLICABLE LAWS AND REGULATIONS OF SOUTH KOREA.

NOTICE TO RESIDENTS OF KUWAIT: THIS MEMORANDUM AND ANY OTHER OFFERING MATERIALS, THE PARTNERSHIP AND INTERESTS HAVE NOT BEEN APPROVED OR LICENSED BY THE MINISTRY OF COMMERCE AND INDUSTRY OF THE STATE OF KUWAIT. NOTHING HEREIN CONSTITUTES, NOR SHALL BE DEEMED TO CONSTITUTE, AN INVITATION OR AN OFFER TO SELL INTERESTS IN THE PARTNERSHIP IN KUWAIT NOR IS INTENDED TO LEAD TO THE CONCLUSION OF ANY CONTRACT OF WHATSOEVER

NATURE WITHIN KUWAIT. INTERESTS IN THE PARTNERSHIP MAY ONLY BE MARKETED OR SOLD BY A KUWAITI SHAREHOLDING COMPANY WHICH IS PERMITTED TO INVEST MONIES FOR THE ACCOUNT OF ITSELF AND OF THIRD PARTIES AND WHICH HOLDS A SPECIFIC LICENSE RELATING TO THE MARKETING AND SALE OF THE INTERESTS ISSUED BY THE MINISTRY OF COMMERCE AND INDUSTRY UNDER LAW NO. 31/1990 AND THE VARIOUS MINISTERIAL ORDERS ISSUED PURSUANT THERETO.

NOTICE TO RESIDENTS OF LIECHTENSTEIN: NO ACTION HAS BEEN TAKEN BY THE PARTNERSHIP TO PERMIT AN OFFERING OF THE PARTNERSHIP INTERESTS TO THE PUBLIC IN LIECHTENSTEIN. NO PUBLIC OFFER OF THE INTERESTS OR PUBLIC DISTRIBUTION OF THIS MEMORANDUM MAY BE MADE IN OR OUT OF LIECHTENSTEIN. THIS PARTNERSHIP IS NOT REGULATED IN LIECHTENSTEIN. IT IS NEITHER SUBJECT TO THE INVESTMENT UNDERTAKING ACT OR OF ANY OTHER LAW NOR TO ANY SUPERVISION OF THE LIECHTENSTEIN FINANCIAL SERVICES AUTHORITY. THE CONTENT OF THIS MEMORANDUM MAY NOT BE REPRODUCED OR USED FOR ANY OTHER PURPOSE, NOR BE FURNISHED TO ANY OTHER PERSON OTHER THAN THOSE TO WHOM COPIES HAVE BEEN SENT.

NOTICE TO RESIDENTS OF LUXEMBOURG: THE INTERESTS MAY NOT BE OFFERED OR SOLD IN THE GRAND-DUCHY OF LUXEMBOURG EXCEPT FOR INTERESTS WHICH ARE OFFERED IN CIRCUMSTANCES THAT DO NOT REQUIRE THE APPROVAL OF A PROSPECTUS BY THE LUXEMBOURG FINANCIAL REGULATORY AUTHORITY IN ACCORDANCE WITH THE LAW OF JULY 10, 2005 ON PROSPECTUS FOR SECURITIES. THE PARTNERSHIP IS NOT REGISTERED AS A FOREIGN FUND WITH THE LUXEMBOURG REGULATORY AUTHORITIES. INTERESTS IN THE PARTNERSHIP ARE BEING OFFERED ONLY IN DENOMINATIONS PER UNIT OF AT LEAST €50,000. THE COMMISSION DE SURVEILLANCE DU SECTEUR FINANCIER OF LUXEMBOURG HAS NOT PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM OR OTHERWISE APPROVED OR AUTHORISED THE OFFERING OF INTERESTS TO INVESTORS RESIDENT IN LUXEMBOURG. THIS MEMORANDUM MAY NOT BE REPRODUCED OR USED FOR ANY PURPOSES OTHER THAN THIS PRIVATE PLACEMENT, NOR PROVIDED TO ANY PERSON OTHER THAN THE RECIPIENT THEREOF.

NOTICE TO RESIDENTS OF MIDDLE EARTH: MALLATH Ú-THILIAR, RANDIRATH Ú-VISTAR; BRÚNATH VILL Ú-FIRIR, HELEG Ú-VÂB THYND AIND. NAUR O LITH LACHATHA, GAUL O DAE LABATHA; CRIST RIST PENIATHAR: PEN BEDH-RÎ AD ARAN.

NOTICE TO RESIDENTS OF MONACO: THE INTERESTS IN THE PARTNERSHIP MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, TO THE PUBLIC IN MONACO OTHER THAN BY A MONACO DULY AUTHORISED INTERMEDIARY ACTING AS A PROFESSIONAL INSTITUTIONAL INVESTOR WHICH HAS SUCH KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS AS TO BE CAPABLE OF EVALUATING THE RISKS AND MERITS OF AN INVESTMENT IN THE INTERESTS IN THE PARTNERSHIPS. CONSEQUENTLY, THIS MEMORANDUM MAY ONLY BE COMMUNICATED TO BANKS DULY LICENSED BY THE COMITÉ DES ETABLISSEMENTS DE CRÉDIT ET DES ENTREPRISES D'INVESTISSEMENT AND FULLY LICENSED PORTFOLIO MANAGEMENT COMPANIES BY VIRTUE OF LAW N° 1.144 OF 26 JULY 1991 AND LAW 1.194 OF 9 JULY 1997 DULY LICENSED BY THE COMMISSION DE CONTRÔLE DES ACTIVITÉS FINANCIÈRES.

NOTICE TO RESIDENTS OF OMAN: THIS MEMORANDUM AND THE INTERESTS TO WHICH IT RELATES, MAY NOT BE ADVERTISED, MARKETED, DISTRIBUTED OR

OTHERWISE MADE AVAILABLE TO THE GENERAL PUBLIC IN OMAN. IN CONNECTION WITH THE OFFERING OF THE INTERESTS, NO PROSPECTUS HAS BEEN REGISTERED WITH OR APPROVED BY THE CENTRAL BANK, OF OMAN, THE OMAN MINISTRY OF COMMERCE AND INDUSTRY, THE OMAN CAPITAL MARKET AUTHORITY OR ANY OTHER REGULATORY BODY IN THE SULTANATE OF OMAN. THE OFFERING AND SALE OF INTERESTS DESCRIBED IN THIS MEMORANDUM WILL NOT TAKE PLACE INSIDE OMAN. INTERESTS IN THE PARTNERSHIP ARE BEING OFFERED ON A LIMITED PRIVATE BASIS, AND DO NOT CONSTITUTE MARKETING, OFFERING OR SALES TO THE GENERAL PUBLIC OF OMAN.

THIS MEMORANDUM IS BEING SENT AT THE REQUEST OF THE INVESTOR IN OMAN AND SHOULD NOT BE DISTRIBUTED TO ANY PERSON IN OMAN OTHER THAN ITS INTENDED RECIPIENT WITHOUT THE PRIOR CONSENT OF THE CONSENT OF THE CAPITAL MARKET AUTHORITY AND THEN ONLY IN ACCORDANCE WITH ANY TERMS AND CONDITIONS OF SUCH CONSENT.

NOTICE TO RESIDENTS OF QATAR: INTERESTS IN THE PARTNERSHIP HAVE NOT BEEN OFFERED, SOLD OR DELIVERED, AND WILL NOT BE OFFERED, SOLD OR DELIVERED AT ANY TIME, DIRECTLY OR INDIRECTLY, IN THE STATE OF QATAR IN A MANNER THAT WOULD CONSTITUTE A PUBLIC OFFERING. THIS MEMORANDUM HAS NOT BEEN FILED WITH, APPROVED, REVIEWED OR REGISTERED WITH THE QATARI CENTRAL BANK OR ANY OTHER RELEVANT QATARI GOVERNMENT AUTHORITIES OR SECURITIES EXCHANGE AND DOES NOT CONSTITUTE A PUBLIC OFFER OF SECURITIES IN THE STATE OF QATAR UNDER QATARI LAW. THEREFORE, THIS MEMORANDUM IS STRICTLY PRIVATE AND CONFIDENTIAL, AND IS BEING ISSUED TO A LIMITED NUMBER OF SOPHISTICATED INVESTORS AND MAY NEITHER BE REPRODUCED, USED FOR ANY OTHER PURPOSES, NOR PROVIDED TO ANY PERSON OTHER THAN THE INTENDED RECIPIENT HEREOF. ALL APPLICATIONS FOR INVESTMENT SHOULD BE RECEIVED, AND ANY ALLOTMENT MADE, FROM OUTSIDE QATAR.

NOTICE TO RESIDENTS OF RUSSIA: THIS SUBSCRIPTION DOCUMENT IS NOT REGISTERED WITH THE RUSSIAN REGULATOR (FEDERAL SERVICE FOR FINANCIAL MARKETS) AND INTENDED EXCLUSIVELY FOR THE QUALIFIED INVESTORS (AS DEFINED IN SECTION 51.2 OF THE FEDERAL LAW NO. 39-FZ OF APRIL 22, 1996 (AS AMENDED), "ON THE SECURITIES MARKET" AND IN THE ORDER OF THE FEDERAL SERVICE ON FINANCIAL MARKETS NO. 08-12/PZ-N OF MARCH 18, 2008). ACCORDINGLY, THE SECURITIES (FINANCIAL INSTRUMENTS) CANNOT BE ADVERTISED OR OTHERWISE PUBLICLY MARKETED AND/OR OFFERED FOR SALE IN THE RUSSIAN FEDERATION.

NOTICE TO RESIDENTS OF SAUDI ARABIA: NEITHER THIS MEMORANDUM NOR THE INTERESTS IN THE PARTNERSHIP HAVE BEEN APPROVED, REVIEWED OR PASSED ON IN ANY WAY BY THE CAPITAL MARKET AUTHORITY OR ANY OTHER GOVERNMENTAL AUTHORITY IN THE KINGDOM OF SAUDI ARABIA "SAUDI ARABIA", NOR HAS THE PARTNERSHIP RECEIVED AUTHORIZATION OR LICENSING FROM THE CAPITAL MARKET AUTHORITY OR ANY OTHER GOVERNMENTAL AUTHORITY IN SAUDI ARABIA TO MARKET OR SELL INTERESTS IN THE PARTNERSHIP WITHIN SAUDI ARABIA. THE OFFER AND SALE OF THE INTERESTS WILL ONLY TAKE PLACE WITHIN SAUDI ARABIA IN ACCORDANCE WITH THE CAPITAL MARKET LAW, INCLUDING THE OFFER OF SECURITIES REGULATIONS ISSUED THEREUNDER. THE INTERESTS WILL BE OFFERED TO INVESTORS IN SAUDI ARABIA PURSUANT TO AN "EXEMPT OFFER" AS DEFINED IN THE OFFER OF SECURITIES REGULATIONS. PRIOR TO ANY OFFER OF INTERESTS IN SAUDI

ARABIA, THE CAPITAL MARKET AUTHORITY WILL BE NOTIFIED OF THIS OFFERING IN ACCORDANCE WITH THE OFFER OF SECURITIES REGULATIONS. THIS MEMORANDUM DOES NOT CONSTITUTE AND MAY NOT BE USED FOR THE PURPOSE OF AN OFFER OR INVITATION. NO SERVICES RELATING TO INTERESTS IN THE PARTNERSHIP, INCLUDING THE RECEIPT OF APPLICATIONS AND THE ALLOTMENT OR REDEMPTION OF SUCH INTERESTS, MAY BE RENDERED BY THE PARTNERSHIP WITHIN SAUDI ARABIA.

NOTICE TO RESIDENTS OF SINGAPORE: THIS MEMORANDUM HAS NOT BEEN REGISTERED AS A PROSPECTUS WITH THE MONETARY AUTHORITY OF SINGAPORE AND THIS OFFERING IS NOT REGULATED BY ANY FINANCIAL SUPERVISORY AUTHORITY PURSUANT TO ANY LEGISLATION IN SINGAPORE. YOU SHOULD ACCORDINGLY CONSIDER CAREFULLY WHETHER THE INVESTMENT IS SUITABLE FOR YOU.

THIS MEMORANDUM AND ANY OTHER DOCUMENT OR MATERIAL IN CONNECTION WITH THE OFFER OR SALE, OR INVITATION FOR SUBSCRIPTION OR PURCHASE, OF INTERESTS MAY NOT BE CIRCULATED OR DISTRIBUTED, NOR MAY INTERESTS BE OFFERED OR SOLD, OR BE MADE THE SUBJECT OF AN INVITATION FOR SUBSCRIPTION OR PURCHASE, WHETHER DIRECTLY OR INDIRECTLY, TO PERSONS IN SINGAPORE OTHER THAN INSTITUTIONAL INVESTORS (AS DEFINED IN SECTION 4A OF THE SECURITIES AND FUTURES ACT, CHAPTER 289 OF SINGAPORE (THE "SFA"), ACCREDITED INVESTORS (AS DEFINED IN SECTION 4A OF THE SFA) OR ANY PERSON PURSUANT TO AN OFFER THAT IS MADE ON TERMS THAT INTERESTS ARE ACQUIRED AT A CONSIDERATION OF NOT LESS THAN S$200,000 (OR ITS EQUIVALENT IN A FOREIGN CURRENCY) FOR EACH TRANSACTION, WHETHER SUCH AMOUNT IS TO BE PAID FOR IN CASH OR BY EXCHANGE OF SECURITIES OR OTHER ASSETS, UNLESS OTHERWISE PERMITTED BY LAW.

THIS MEMORANDUM IS CONFIDENTIAL. IT IS ADDRESSED SOLELY TO AND IS FOR THE EXCLUSIVE USE OF THE PERSON TO WHOM IT WAS GIVEN BY THE PARTNERSHIP OR ITS AFFILIATES. ANY OFFER OR INVITATION IN RESPECT OF INTERESTS IS CAPABLE OF ACCEPTANCE ONLY BY SUCH PERSON AND IS NOT TRANSFERABLE. THIS MEMORANDUM MAY NOT BE DISTRIBUTED OR GIVEN TO ANY PERSON OTHER THAN THE PERSON TO WHOM IT WAS GIVEN BY THE PARTNERSHIP OR ITS AFFILIATES AND SHOULD BE RETURNED IF SUCH PERSON DECIDES NOT TO PURCHASE ANY INTERESTS. THIS MEMORANDUM SHOULD NOT BE REPRODUCED, IN WHOLE OR IN PART.

NOTICE TO RESIDENTS OF SWEDEN: THE FUND IS NOT AUTHORISED UNDER THE SWEDISH UCITS FUNDS ACT (LAG (2004:46) OM VÄRDEPAPPERSFONDER) (THE "UCITS FUNDS ACT") OR THE SWEDISH ACT ON ALTERNATIVE INVESTMENT FUND MANAGERS (LAG (2013:561) OM FÖRVALTARE AV ALTERNATIVA INVESTERINGSFONDER) (THE "SAIFM ACT") AND IS NOT SUPERVISED BY THE SWEDISH FINANCIAL SUPERVISORY AUTHORITY (FINANSINSPEKTIONEN). THIS DOCUMENT HAS NOT BEEN, NOR WILL IT BE, REGISTERED WITH OR APPROVED BY THE SWEDISH FINANCIAL SUPERVISORY AUTHORITY UNDER THE UCITS FUNDS ACT, THE SAIFM ACT OR THE SWEDISH FINANCIAL INSTRUMENTS TRADING ACT (LAG (1991:980) OM HANDEL MED FINANSIELLA INSTRUMENT) (THE "TRADING ACT"). ACCORDINGLY, THIS DOCUMENT MAY NOT BE MADE AVAILABLE, NOR MAY INTERESTS IN THE FUND BE MARKETED AND OFFERED FOR SALE IN SWEDEN, OTHER THAN UNDER CIRCUMSTANCES WHICH ARE DEEMED NOT TO REQUIRE A PROSPECTUS, UNDER THE TRADING ACT. NO SINGLE INVESTOR MAY INVEST AN AMOUNT LESS THAN €100,000. PROSPECTIVE INVESTORS SHOULD NOT CONSTRUE THE CONTENTS OF THIS DOCUMENT AS INVESTMENT, LEGAL OR TAX ADVICE. THIS DOCUMENT HAS BEEN PREPARED FOR INFORMATION PURPOSES

ONLY AND DOES NOT CONSTITUTE INVESTMENT ADVICE. A SWEDISH RECIPIENT OF THE MEMORANDUM MAY NOT IN ANY WAY FORWARD THE MEMORANDUM TO THE PUBLIC IN SWEDEN.

NOTICE TO RESIDENTS OF SWITZERLAND: THE FUND HAS NOT BEEN APPROVED BY THE SWISS FINANCIAL MARKET SUPERVISORY AUTHORITY (FINMA) AS A FOREIGN COLLECTIVE INVESTMENT SCHEME PURSUANT TO ARTICLE 120 OF THE SWISS COLLECTIVE INVESTMENT SCHEMES ACT OF JUNE 23, 2006 (CISA). CONSEQUENTLY, INTERESTS IN THE FUND MAY NOT BE DISTRIBUTED IN OR FROM SWITZERLAND TO NON-QUALIFIED INVESTORS WITHIN THE MEANING OF THE CISA OR OTHERWISE IN ANY MANNER THAT WOULD CONSTITUTE A PUBLIC OFFERING WITHIN THE MEANING OF THE SWISS CODE OF OBLIGATIONS (CO) AND WILL NOT BE LISTED ON THE SIX SWISS EXCHANGE (SIX) OR ON ANY OTHER STOCK EXCHANGE OR REGULATED TRADING FACILITY IN SWITZERLAND.

THIS DOCUMENT HAS BEEN PREPARED WITHOUT REGARD TO THE DISCLOSURE STANDARDS FOR PROSPECTUSES UNDER THE CISA, ARTICLE 652A OR 1156 CO OR THE LISTING RULES OF SIX OR ANY OTHER EXCHANGE OR REGULATED TRADING FACILITY IN SWITZERLAND AND THEREFORE DOES NOT CONSTITUTE A PROSPECTUS WITHIN THE MEANING OF THE CISA, ARTICLE 652A OR 1156 CO OR THE LISTING RULES OF SIX OR ANY OTHER EXCHANGE OR REGULATED TRADING FACILITY IN SWITZERLAND. THE INTERESTS MAY NOT BE PUBLICLY OFFERED (AS SUCH TERM IS DEFINED IN THE CO) IN SWITZERLAND AND MAY ONLY BE DISTRIBUTED IN OR FROM SWITZERLAND TO QUALIFIED INVESTORS (AS SUCH TERM IS DEFINED BY THE CISA AND ITS IMPLEMENTING ORDINANCE). NEITHER THIS DOCUMENT NOR ANY OTHER OFFERING OR MARKETING MATERIAL RELATING TO THE FUND OR THE INTERESTS MAY BE DISTRIBUTED TO NON-QUALIFIED INVESTORS WITHIN THE MEANING OF THE CISA IN OR FROM SWITZERLAND OR MADE AVAILABLE IN SWITZERLAND IN ANY MANNER WHICH WOULD CONSTITUTE A PUBLIC OFFERING WITHIN THE MEANING OF THE CO AND ALL OTHER APPLICABLE LAWS AND REGULATIONS IN SWITZERLAND. NEITHER THIS DOCUMENT NOR ANY OTHER OFFERING OR MARKETING MATERIAL RELATING TO THE FUND OR THE INTERESTS HAVE BEEN OR WILL BE FILED WITH, OR APPROVED BY, ANY SWISS REGULATORY AUTHORITY. THE INVESTOR PROTECTION AFFORDED TO INVESTORS OF INTERESTS IN COLLECTIVE INVESTMENT SCHEMES UNDER THE CISA DOES NOT EXTEND TO ACQUIRERS OF INTERESTS IN THE FUND.

NOTICE TO RESIDENTS OF TAIWAN, THE REPUBLIC OF CHINA ("TAIWAN"): THE OFFER OF THE INTERESTS HAS NOT BEEN AND WILL NOT BE REGISTERED WITH THE FINANCIAL SUPERVISORY COMMISSION OF TAIWAN PURSUANT TO RELEVANT SECURITIES LAWS AND REGULATIONS OF TAIWAN. NO PERSON OR ENTITY IN TAIWAN HAS BEEN AUTHORIZED TO OFFER OR SELL THE INTERESTS IN TAIWAN. THE INTERESTS MAY NOT BE OFFERED, DISTRIBUTED, SOLD OR RESOLD WITHIN TAIWAN THROUGH A PUBLIC OFFERING OR IN CIRCUMSTANCES WHICH CONSTITUTE AN OFFER WITHIN THE MEANING OF THE SECURITIES AND EXCHANGE LAW OF TAIWAN WITHOUT PRIOR APPROVAL OF THE FINANCIAL SUPERVISORY COMMISSION ("FSC") OF TAIWAN. PROSPECTIVE INVESTORS WITHIN THE TERRITORY OF THE REPUBLIC OF CHINA ARE REQUIRED TO MEET CERTAIN REQUIREMENTS SET FORTH IN THE RULES GOVERNING OFFSHORE FUNDS AND CONDITIONS PROMULGATED BY THE FSC.

NOTICE TO RESIDENTS OF THE NETHERLANDS: THE INTERESTS MAY NOT BE SOLICITED, ACQUIRED OR OFFERED IN OR FROM THE NETHERLANDS AND THIS

MEMORANDUM MAY NOT BE CIRCULATED IN THE NETHERLANDS TO ANY INDIVIDUAL OR LEGAL ENTITY AS PART OF THEIR INITIAL DISTRIBUTION OR ANYTIME THEREAFTER, OTHER THAN TO INDIVIDUALS OR LEGAL ENTITIES WHO OR THAT DEAL OR INVEST IN SECURITIES OR OTHER INVESTMENT ASSETS IN THE COURSE OF THEIR OCCUPATION OR BUSINESS, INCLUDING BANKS, BROKERS, DEALERS, AND OTHER INSTITUTIONAL INVESTORS INVESTING IN SECURITIES OR OTHER INVESTMENT ASSETS (HEREINAFTER REFERRED TO AS "PROFESSIONAL INVESTORS"). IN THE EVENT OF A SOLICITATION, ACQUISITION OR OFFERING MADE TO OR BY PROFESSIONAL INVESTORS AND, THEREFORE, EXEMPT FROM THE GENERAL PROHIBITION AS CONTAINED IN THE ACT ON THE SUPERVISION OF INVESTMENT INSTITUTIONS ("WET TOEZICHT BELEGGINGSINSTELLINGEN"), NO SUBSEQUENT OFFERING OF THE INTERESTS IN A "SECONDARY OFFERING" BY SUCH PROFESSIONAL INVESTORS TO INDIVIDUALS OR ENTITIES OTHER THAN PROFESSIONAL INVESTORS MAY BE MADE.

NOTICE TO RESIDENTS OF THE UNITED ARAB EMIRATES (THE "UAE"): THE PARTNERSHIP WILL BE SOLD OUTSIDE THE UAE, IS NOT PART OF A PUBLIC OFFERING AND IS BEING OFFERED TO A LIMITED NUMBER OF INSTITUTIONAL INVESTORS AND MUST NOT BE PROVIDED TO ANY PERSON OTHER THAN THE ORIGINAL RECIPIENT AND MAY NOT BE REPRODUCED OR USED FOR ANY OTHER PURPOSE. NEITHER THE PARTNERSHIP NOR THE INTERESTS HAVE BEEN APPROVED OR LICENSED BY THE UAE CENTRAL BANK OR ANY OTHER RELEVANT LICENSING AUTHORITIES OR GOVERNMENTAL AGENCIES IN THE UAE. THIS DOCUMENT IS STRICTLY PRIVATE AND CONFIDENTIAL AND HAS NOT BEEN REVIEWED, DEPOSITED OR REGISTERED WITH ANY LICENSING AUTHORITY OR GOVERNMENTAL AGENCY IN THE UAE. THIS DOCUMENT DOES NOT CONSTITUTE AND MAY NOT BE USED FOR THE PURPOSE OF AN OFFER OR INVITATION. NO SERVICES RELATING TO INTEREST IN THE PARTNERSHIP MAY BE RENDERED WITHIN THE UAE BY THE PARTNERSHIP. THE PARTNERSHIP MAY NOT BE OFFERED OR SOLD DIRECTLY OR INDIRECTLY TO THE PUBLIC IN THE UAE. THE ENTITY CONDUCTING THE PLACEMENT IS NOT A LICENSED BROKER, DEALER OR INVESTMENT ADVISER UNDER THE LAWS APPLICABLE IN THE UAE, AND IT DOES NOT ADVISE INDIVIDUALS RESIDENT IN THE UAE AS TO THE APPROPRIATENESS OF INVESTING IN OR PURCHASING OR SELLING SECURITIES OR OTHER FINANCIAL PRODUCTS. NOTHING CONTAINED IN THIS MEMORANDUM IS INTENDED TO CONSTITUTE UAE INVESTMENT, LEGAL, TAX, ACCOUNTING OR OTHER PROFESSIONAL ADVICE. PROSPECTIVE INVESTORS SHOULD CONSULT WITH AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE RENDERED ON THE BASIS OF THEIR SITUATION.

NOTICE TO INVESTMENT PROFESSIONALS AND HIGH NET WORTH COMPANIES OF THE UNITED KINGDOM: THIS MEMORANDUM IS BEING MADE AVAILABLE ONLY TO PERSONS WHO ARE DEEMED SUFFICIENTLY EXPERT TO UNDERSTAND THE RISKS INVOLVED IN MAKING AN INVESTMENT IN THE PARTNERSHIP AND AS SUCH FALL WITHIN ARTICLES 19(5), 47(2), 48(2), 49(2), 50(1) OR 51 OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2001 OR OTHER RELEVANT EXEMPTION UNDER WHICH THIS MEMORANDUM MAY LAWFULLY BE COM MUNICATED AS A FINANCIAL PROMOTION (TOGETHER "EXEMPTIONS").

THIS MEMORANDUM SHOULD ONLY BE CONSIDERED AS AN INVITATION OR INDUCEMENT TO ENTER INTO AN INVESTMENT ACTIVITY BY SUCH PERSONS TO WHOM SUCH AN INVITATION OR INDUCEMENT MAY LAWFULLY BE SENT UNDER AN EXEMPTION AND IT IS NOT INTENDED TO BE DISTRIBUTED OR PASSED FOR SUCH

PURPOSE TO ANY OTHER PERSONS. IN THE CASE OF ANY PERSON NOT SO FALLING WITHIN THE SCOPE OF AN EXEMPTION, THIS MEMORANDUM SHOULD NOT BE CONSTRUED AS AN INVITATION OR INDUCEMENT TO ENGAGE IN INVESTMENT ACTIVITIES, AND ANY SUCH PERSON RECEIVING THIS DOCUMENT SHOULD RESPOND ONLY BY NOTIFYING THE GENERAL PARTNER THAT HE IS NOT WITHIN ANY EXEMPTION AND/OR BY RETURNING IT TO THE SENDER UNREAD AND, IN ANY EVENT, SHOULD NOT ENTER INTO AN INVESTMENT ACTIVITY AS A CONSEQUENCE OF IT.

NOTICE TO CERTIFIED HIGH NET WORTH INDIVIDUALS AND CERTIFIED SOPHISTICATED INVESTORS OF THE UNITED KINGDOM:

IN THIS PART OF THIS DOCUMENT:

(a) WHENEVER A TERM APPEARS IN "*ITALICS*", IT HAS THE MEANING AND EFFECT GIVEN TO IT IN AND BY THE UNITED KINGDOM'S FINANCIAL SERVICES AND MARKETS ACT 2000 (**FSMA**);

(b) WHENEVER A TERM APPEARS IN "***BOLD ITALICS***", IT HAS THE MEANING AND EFFECT GIVEN TO IT IN AND BY THE FSMA 2000 (FINANCIAL PROMOTIONS) ORDER; AND

(c) WHENEVER A TERM APPEARS IN "BOLD ITALICS WITH UNDERLING", IT HAS THE MEANING AND EFFECT GIVEN TO IT IN ANY BY THE UNITED KINGDOM'S ALTERNATIVE INVESTMENT FUND MANAGERS REGULATIONS (THE REGULATIONS).

THIS DOCUMENT IS, OR HAS THE POTENTIAL TO BE, A "*FINANCIAL PROMOTION*".

OUR INTENTION IS TO COMMUNICATE THIS DOCUMENT IN A WAY THAT ENSURES THAT IT IS DIRECTED SOLELY AT, AND MADE ONLY TO, THOSE PERSONS THAT WE BELIEVE:

(a) WILL RECEIVE IT IN THE UNITED KINGDOM; AND

(b) ARE AT LEAST ONE OF THE FOLLOWING:

i. AN "*INVESTMENT PROFESSIONAL*"; OR

ii. A "*HIGH NET WORTH COMPANY, A HIGH NET WORTH UNINCORPORATED ASSOCIATION, A HIGH NET WORTH PARTNERSHIP, OR THE TRUSTEE OF A HIGH VALUE TRUST*".

ANY OTHER PERSON WHO RECEIVES A COPY OF THIS DOCUMENT SHOULD RETURN OR DESTROY IT.

THE INFORMATION CONTAINED IN THIS DOCUMENT IS CONFIDENTIAL AND MUST NOT BE SHARED, IN WHOLE OR IN PART, WITH ANY OTHER PERSON, EXCEPT FOR THE PURPOSE OF TAKING PROFESSIONAL ADVICE IN CONNECTION WITH THE INVESTMENTS DESCRIBED IN THIS DOCUMENT.

THIS DOCUMENT IS NOT A "*PROSPECTUS*". IT HAS NOT THEREFORE BEEN:

(a) PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF PART VII OF FSMA, AND THE HANDBOOK OF RULES AND GUIDANCE MAINTAINED BY THE UNITED KINGDOM'S FINANCIAL CONDUCT AUTHORITY; AND/OR

(b) SUBMITTED TO, OR SHARED OR REGISTERED WITH, ANY FINANCIAL SERVICES REGULATOR OR SUPERVISORY AUTHORITY OF ANY KIND.

CONSEQUENTLY, THE INTERESTS IN THE FUND DESCRIBED IN THIS DOCUMENT MAY NOT BE OFFERED OR SOLD TO THE PUBLIC IN THE UNITED KINGDOM; AND NO APPLICATION CAN OR WILL BE MADE FOR INTERESTS IN THE FUND TO BE ADMITTED TO TRADING ON A REGULATED MARKET SITUATED OR OPERATING IN THE UNITED KINGDOM, OR ANY OTHER COUNTRY.

I. INVESTMENT PROFESSIONALS

- THIS DOCUMENT IS DIRECTED AT PERSONS HAVING PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS; AND ANY INVESTMENT OR "*INVESTMENT ACTIVITY*" TO WHICH IT RELATES IS AVAILABLE ONLY TO SUCH PERSONS, AND WILL BE ENGAGED IN ONLY WITH SUCH PERSONS;
- PERSONS WHO DO NOT HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS SHOULD NOT RELY ON THIS DOCUMENT;
- THERE ARE IN PLACE PROPER SYSTEMS AND PROCEDURES TO PREVENT RECIPIENTS OTHER THAN "*INVESTMENT PROFESSIONALS*" ENGAGING IN THE "*INVESTMENT ACTIVITY*" TO WHICH THIS DOCUMENT RELATES WITH THE PERSON DIRECTING THE COMMUNICATION OF THIS DOCUMENT, A "*CLOSE RELATIVE*" OF HIS OR A MEMBER OF THE SAME "*GROUP*".

II. HIGH NET WORTH COMPANIES, HIGH NET WORTH UNINCORPORATED ASSOCIATIONS, HIGH NET WORTH PARTNERSHIPS, AND THE TRUSTEES OF HIGH VALUE TRUSTS

- THIS DOCUMENT IS DIRECTED AT "*HIGH NET WORTH COMPANIES, HIGH NET WORTH UNINCORPORATED ASSOCIATIONS, HIGH NET WORTH PARTNERSHIPS, AND THE TRUSTEES OF HIGH VALUE TRUSTS*", AND THE "*CONTROLLED INVESTMENTS*" AND "*CONTROLLED ACTIVITIES*" TO WHICH IT RELATES ARE AVAILABLE ONLY TO SUCH PERSONS;
- PERSONS OF ANY OTHER DESCRIPTION SHOULD NOT ACT UPON THIS DOCUMENT;

THERE ARE IN PLACE PROPER SYSTEMS AND PROCEDURES TO PREVENT RECIPIENTS OTHER THAN "*HIGH NET WORTH COMPANIES, HIGH NET WORTH UNINCORPORATED ASSOCIATIONS, HIGH NET WORTH PARTNERSHIPS, AND THE TRUSTEES OF HIGH VALUE TRUSTS*" ENGAGING IN THE "*INVESTMENT ACTIVITY*" TO WHICH THIS DOCUMENT RELATES WITH THE PERSON DIRECTING THE COMMUNICATION OF THIS DOCUMENT, A "*CLOSE RELATIVE*" OF HIS OR A MEMBER OF THE SAME "*GROUP*".

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THIS MEMORANDUM SHOULD ONLY BE CONSIDERED AS AN INVITATION OR INDUCEMENT TO ENTER INTO AN INVESTMENT ACTIVITY BY SUCH PERSONS TO WHOM SUCH AN INVITATION OR INDUCEMENT MAY LAWFULLY BE SENT UNDER AN EXEMPTION AND IT IS NOT INTENDED TO BE DISTRIBUTED OR PASSED FOR SUCH

PURPOSE TO ANY OTHER PERSONS. IN THE CASE OF ANY PERSON NOT SO FALLING WITHIN THE SCOPE OF AN EXEMPTION AS SET OUT IN THE FORM OF CONFIRMATION, THIS MEMORANDUM SHOULD NOT BE CONSTRUED AS AN INVITATION OR INDUCEMENT TO ENGAGE IN INVESTMENT ACTIVITIES, AND ANY SUCH PERSON RECEIVING THIS DOCUMENT SHOULD RESPOND ONLY BY NOTIFYING THE GENERAL PARTNER THAT HE IS NOT WITHIN ANY EXEMPTION AND/OR BY RETURNING IT TO THE SENDER UNREAD AND, IN ANY EVENT, SHOULD NOT ENTER INTO AN INVESTMENT ACTIVITY AS A CONSEQUENCE OF IT.

APPENDIX B
FUND COMPOSITION AND PERFORMANCE

	Geography	Date of Initial Investment	Percent of Capital Commitments	Cost	Fair Value***	Gross Multiple^	Net Multiple^	Net IRR^
FUND 1*								
Capital Commitments: $99,984,538								
Xero Ltd.	Wellington	Oct-10	31.4%	$31,408,604	$124,262,323	4.0		
TransferWise Ltd	London	Jan-13	22.2%	$22,179,295	$252,716,028	11.4		
Oppa, Ltd.	Sao Paulo	Jul-12	18.6%	$18,583,955	$13,226,067	0.7		
Vend Limited	Auckland	Mar-14	8.6%	$8,593,046	$7,323,000	0.9		
Eden, Ltd. (Dinda)	Sao Paulo	Feb-13	8.8%	$8,836,592	$4,887,869	0.6		
Other Investments**		Various	5.5%	$5,505,176	$9,402,290	1.7		
Estimated Fees and Expenses			4.9%					
FUND 1 TOTALS			100.0%	$95,106,667	$411,817,578	4.3	3.4	36.3%
FUND 2								
Capital Commitments: $102,325,000								
Breather Products Inc.	Montreal / NYC	Sep-15	24.9%	$25,499,995	$42,274,001	1.7		
N26 GmbH	Berlin	Apr-15	14.6%	$14,929,971	$40,616,102	2.7		
Kalo Industries Inc. (fka Lystable)	London / SF	May-16	12.1%	$12,419,996	$16,480,628	1.3		
EyeEm Limited	Berlin	Apr-15	10.2%	$10,396,300	$11,137,762	1.1		
Granify Inc.	Edmonton / Austin	Mar-15	6.1%	$6,282,004	$6,282,163	1.0		
Even Responsible Finance, Inc.	Oakland	Mar-16	4.4%	$4,550,000	$4,550,000	1.0		
Trading Ticket, Inc. (TradeIt)	New York	Apr-15	3.6%	$3,689,114	$4,593,463	1.2		
Homie, Inc.	Salt Lake City	Mar-16	2.7%	$2,749,998	$2,753,868	1.0		
Other Investments**		Various	8.2%	$8,399,746	$10,823,258	1.3		
Reserved for Follow-Ons			3.1%					
Estimated Fees and Expenses			10.0%					
FUND 2 TOTALS			100.0%	$88,917,124	$139,511,244	1.6	1.3	27.9%
FUND 3								
Capital Commitments: $103,925,000								
Collective Returns, Inc. (Stash)	New York	Aug-16	21.0%	$21,809,664	$46,585,977	2.1		
Octane Lending, Inc.	New York	Apr-17	12.7%	$13,220,828	$13,491,252	1.0		
Olinda S.A.S. (Qonto)	Paris	Sep-16	8.1%	$8,416,670	$10,596,219	1.3		
Jetty National, Inc.	New York	Jul-17	7.8%	$8,083,900	$8,083,900	1.0		
N26 Gmbh	Berlin	Sep-17	7.1%	$7,354,880	$7,378,376	1.0		
Coya AG	Berlin	Jul-17	6.0%	$6,282,423	$6,282,423	1.0		
Other Investments**		Various	2.3%	$2,347,141	$2,368,073	1.0		
Reserved for Investments / Follow-Ons			25.0%					
Estimated Fees and Expenses			10.0%					
FUND 3 TOTALS			100.0%	$67,515,507	$94,786,220	1.4	1.3	146.0%

Notes:
Figures presented are unaudited internal estimates in USD as of 6/30/2017, including signed deals that are expected to close in Q3.
* - As used herein, "Fund 1" refers to all funds and investment vehicles managed by Valar Ventures Management LLC prior to the formation of Valar Global Fund 2 LP, on an aggregate basis.
** - "Other Investments" refers to investments where Valar's initial cost basis was less than $2.5 million.
*** - "Fair Value" of all holdings is determined by the General Partner in accordance with US GAAP and consistent with past practices. Exited positions are marked at their sale value.
^ - Gross figures do not include the impact of fees, expenses and carry, and net figures are calculated by reducing gross investment profits by a flat 25% for hypothetical management fees, expenses, and carry.