

CONFIDENTIAL PRIVATE OFFERING
MEMORANDUM

**SERIES A, SERIES B AND SERIES C
LIMITED LIABILITY COMPANY
INTERESTS**

OF

AVI Value Fund LLC

December 2014

THIS CONFIDENTIAL PRIVATE OFFERING MEMORANDUM ("MEMORANDUM") IS SUBMITTED TO YOU ON A CONFIDENTIAL BASIS SOLELY IN CONNECTION WITH YOUR CONSIDERATION OF AN INVESTMENT IN LIMITED LIABILITY COMPANY INTERESTS IN AVI VALUE FUND LLC, A DELAWARE LIMITED LIABILITY COMPANY (THE "FUND"). DUE TO THE CONFIDENTIAL NATURE OF THIS MEMORANDUM, ITS USE FOR ANY OTHER PURPOSE MIGHT INVOLVE SERIOUS LEGAL CONSEQUENCES. CONSEQUENTLY, THIS MEMORANDUM MAY NOT BE REPRODUCED IN WHOLE OR IN PART, AND MAY NOT BE DELIVERED TO ANY PERSON WITHOUT THE PRIOR WRITTEN CONSENT OF THE MANAGER.

Memorandum Copy Number: _____

THE LIMITED LIABILITY COMPANY INTERESTS (THE "INTERESTS") OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), SINCE THEY WILL BE OFFERED ONLY TO A LIMITED NUMBER OF QUALIFIED INVESTORS. IT IS ANTICIPATED THAT THE OFFERING AND SALE OF SUCH INTERESTS WILL BE EXEMPT FROM REGISTRATION PURSUANT TO REGULATION D OF THE ACT.

THESE INTERESTS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY PASSED UPON THE ACCURACY OR ADEQUACY OF THESE OFFERING MATERIALS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE FUND AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE INTERESTS 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 THESE OFFERING MATERIALS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE INTERESTS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR OTHER JURISDICTION IN WHICH AN OFFER OR SOLICITATION IS NOT AUTHORIZED.

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND ARE INTENDED OR SHOULD BE INFERRED WITH RESPECT TO THE ECONOMIC RETURN OR THE TAX CONSEQUENCES FROM AN INVESTMENT IN THE FUND. NO ASSURANCE CAN BE GIVEN THAT EXISTING LAWS WILL NOT BE CHANGED OR INTERPRETED ADVERSELY TO THE FUND OR THE MEMBERS. PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THIS MEMORANDUM AS LEGAL OR TAX ADVICE. EACH INVESTOR SHOULD CONSULT HIS OWN COUNSEL AND ACCOUNTANT FOR ADVICE CONCERNING THE VARIOUS LEGAL, TAX AND ECONOMIC CONSIDERATIONS RELATING TO HIS INVESTMENT.

NO PERSON OTHER THAN THE MANAGER HAS BEEN AUTHORIZED TO MAKE REPRESENTATIONS, OR GIVE ANY INFORMATION, WITH RESPECT TO THESE LIMITED LIABILITY COMPANY INTERESTS, EXCEPT THE INFORMATION CONTAINED HEREIN, AND ANY INFORMATION OR REPRESENTATION NOT CONTAINED HEREIN OR OTHERWISE SUPPLIED BY THE MANAGER IN WRITING MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE FUND OR ANY OF ITS AUTHORIZED PERSONS. ANY FURTHER DISTRIBUTION OR REPRODUCTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, OR THE DIVULGENCE OF ANY OF ITS CONTENTS, IS PROHIBITED.

A PROSPECTIVE INVESTOR SHOULD NOT SUBSCRIBE FOR THE INTERESTS UNLESS SATISFIED THAT HE OR HE AND HIS INVESTMENT REPRESENTATIVE HAVE ASKED FOR AND RECEIVED ALL INFORMATION WHICH WOULD ENABLE HIM OR BOTH OF THEM TO EVALUATE THE MERITS AND RISKS OF THE PROPOSED INVESTMENT.

THE FUND SHALL MAKE AVAILABLE TO EACH INVESTOR OR HIS INVESTMENT REPRESENTATIVE OR AGENT, DURING THIS OFFERING AND PRIOR TO THE SALE OF ANY INTERESTS, THE OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM THE MANAGER OR ITS REPRESENTATIVES CONCERNING ANY ASPECT OF THE FUND AND ITS PROPOSED BUSINESS AND TO OBTAIN ANY ADDITIONAL RELATED INFORMATION TO THE EXTENT THE FUND POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE.

WHENEVER THE MASCULINE OR FEMININE GENDER IS USED IN THIS MEMORANDUM, IT SHALL EQUALLY, WHERE THE CONTEXT PERMITS, INCLUDE THE OTHER, AS WELL AS INCLUDE ENTITIES.

THE FUND MAY ENTER INTO AGREEMENTS WITH CERTAIN INVESTORS IN THE FUND GRANTING FEE WAIVERS AND OTHER MORE FAVORABLE TERMS (INCLUDING MORE FAVORABLE WITHDRAWAL RIGHTS AND GREATER PORTFOLIO TRANSPARENCY) THAN THE TERMS DESCRIBED HEREIN. THE FUND ANTICIPATES THAT IT WILL ENTER INTO SUCH AGREEMENTS WITH ADDITIONAL INVESTORS IN THE FUTURE WITHOUT NOTICE TO OTHER INVESTORS.

SPECIAL NOTICE TO NEW HAMPSHIRE INVESTORS:

NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE HAS BEEN FILED UNDER CHAPTER 421-B OF THE NEW HAMPSHIRE REVISED STATUTES WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE THAT ANY DOCUMENT FILED UNDER RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY, OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER, OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

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DIRECTORY

Business Address:	AVI Value Fund LLC 2711 Centerville Road Suite 400 Wilmington, DE 19808
Manager:	Asset Value Investors (Cayman) Ltd. PO Box 309GT, Uglan House South Church Street, George Town Grand Cayman, Cayman Islands
Investment Manager:	Asset Value Investors Ltd. 25 Berkeley Square London W1J 6HN United Kingdom
Administrator:	State Street Bank and Trust Company 2 Avenue de Lafayette Boston, Massachusetts 02111
Shareholder Services:	State Street Bank and Trust Company 2 Avenue de Lafayette Boston, Massachusetts 02111
Custodian:	State Street Bank and Trust Company 2 Avenue de Lafayette Boston, Massachusetts 02111
Auditors:	PricewaterhouseCoopers LLP 125 High Street Boston, Massachusetts 02110
U.S. Counsel:	Seward & Kissel LLP One Battery Park Plaza New York, New York, 10004

SUMMARY OF THE OFFERING

The following is a summary of the more detailed information contained elsewhere in this Confidential Private Offering Memorandum (the "Memorandum") and is qualified in its entirety by reference to such information and to the Limited Liability Company Agreement.

Fund

AVI Value Fund LLC, (the "Fund") is a Delaware limited liability company, formed on May 24, 2004 for the purpose of investing its assets in accordance with the investment program set forth in this Memorandum. The business address of the Fund is 2711 Centerville Road, Suite 400, Wilmington, DE 19808.

The Fund is divided into three distinct investment portfolios, the "Global Markets (ex U.S.) Portfolio", the "Developed Markets (ex U.S.) Portfolio" and the "Emerging Markets Portfolio" (each a "Portfolio" and collectively, the "Portfolios"). Each Portfolio is a separate pool of assets constituting, in effect, a separate fund with a distinctive investment strategy. Each Portfolio is administered and maintained separate and apart from the other Portfolios. Under Delaware law, the debts, liabilities, and obligations of each Portfolio will only be enforceable against the assets of the same portfolio and not against the assets of any other portfolio.

While each member participates only in the Portfolio corresponding to the series of interest he holds, all other terms (e.g., fees, withdrawal rights, etc.) apply in the same manner to all members unless otherwise indicated.

Investment Manager

The Investment Manager of the Fund is Asset Value Investors Limited, a United Kingdom company. The Investment Manager is registered as an investment adviser with the U.S. Securities and Exchange Commission. The portfolio managers of the Investment Manager primarily responsible for the investment of each Portfolio's assets are John Pennink and Joe Bauernfreund.

Manager

The Manager of the Fund is Asset Value Investors (Cayman) Ltd., a company formed under the laws of the Cayman Islands.

Investment Objective

The investment objective of each of the Fund's Portfolios is to achieve long-term capital appreciation by investing in publicly traded equity, fixed income, and other types of securities including common stocks, securities convertible into common stock, and rights and warrants to purchase common stock, that are trading at what the Investment Manager believes to be a discount to their net asset value. While each of the Fund's Portfolio share the same investment objective of capital appreciation, the investment strategy of each Portfolio differs in the geographic markets of the

issuers in which it will primarily invest. The Global Markets (ex U.S.) Portfolio will invest primarily in publicly traded equity, fixed income, and other types of securities without regard to the markets in which the issuer's primary place of business is located (other than in the United States). The Developed Markets (ex U.S.) Portfolio will seek to invest primarily in securities of issuers whose primary place of business is located in countries with developed economies (other than the United States), while the Emerging Markets Portfolio will seek to invest primarily in securities of issuers whose primary place of business is located in developing markets. There can be no assurance that the Fund's investment strategy will be successful or that the objectives of each or any of the Fund's investment Portfolios will be attained.

Fund Expenses

The Manager (or an entity designated by the Manager) is responsible for and will pay certain of the "Operating Expenses" of the Fund, including rent, salaries of administrative, research and investment personnel, compensation of the Investment Manager, marketing and travel expenses, secretarial and administrative services and other general overhead expenses. The Fund will bear all expenses not borne by the Manager, including fees and charges of an administrator and custodian, legal fees, fees charged by accountants for their professional services, the Management Fee (as defined below), organizational expenses, brokerage and other expenses incurred in connection with the acquisition, holding and disposition of investments, research fees and expenses and any other expenses reasonably related to the purchase, sale or transmittal of Fund assets and other expenses related to the Fund. Fund expenses specifically attributable to a particular Portfolio, as determined by the Manager in its sole discretion, will be allocated to such Portfolio. Fund expenses not specifically attributable to a particular Portfolio will be allocated among the Portfolios on an equitable basis as determined by the Manager in its sole discretion. Generally, the Manager intends to allocate such expenses pro-rata among the portfolios based on the comparative assets of each Portfolio. Organizational expenses of the Fund have been paid.

Brokerage and Custody

The Fund utilizes multiple brokers. The Investment Manager is free to allocate brokerage and other services to such brokers as the Investment Manager believes is in the best interest of the Fund. State Street Bank and Trust Company will act as the Fund's custodian.

Allocation of Profits and Losses

Net profits and net losses are computed and allocated separately with respect to each Portfolio. The net profits or net losses of each Portfolio as of the end of each fiscal period will be allocated to each Member

participating in such Portfolio in the proportion which its Units (as defined below) as of the beginning of that fiscal period bore to the aggregate of all the Units attributable to such Portfolio as of the beginning of that fiscal period. Net profits and net losses of each Portfolio are determined on the accrual basis of accounting and will be deemed to include net unrealized profits or losses on securities and other positions as of the end of each fiscal period.

Management Fee

The Manager is paid a monthly management fee (the "Management Fee") computed at the annual rate of 1.0% of each Member's "Account Net Asset Value" (as defined in Section 13) as of the last business day of each calendar month. The Manager may designate an entity to which it delegates certain responsibilities to receive a part or all of the Management Fee. The Investment Manager will be compensated by the Manager from the Management Fee. The Management Fee will be accrued monthly and is payable monthly in arrears and will be prorated for any period that is less than a full calendar month. Notwithstanding the foregoing, the Manager, in consultation with the Investment Manager, may waive or reduce the Management Fee for Members that are members, principals, officers, directors, employees or affiliates of the Manager or the Investment Manager, or relatives of such persons.

Minimum Capital Contribution Per Investor

The minimum initial capital contribution by an investor to any Portfolio is \$5,000,000, subject to waiver, reduction or change in the discretion of the Manager, in consultation with the Investment Manager.

Admission of Additional Members; Additional Capital Contributions

The Fund may admit additional Members and accept additional capital contributions from existing Members on the first business day of each month upon 15 business days prior written notice and at other times, in its sole discretion. A business day shall be any day that banks are open in New York or as otherwise determined by the Manager.

The Fund reserves the right to reject subscriptions from additional Members, or additional capital contributions from existing Members, at its sole discretion, and may limit the amount of capital accepted at any particular admission date. Further, the Fund reserves the right to accept subscriptions for additional capital contributions from existing Members prior to accepting subscriptions from new Members. Please see "Section 9 - Procedure for Becoming a Member" for additional information regarding subscriptions.

Because the Fund is offering three separate Series of limited liability company interests, Series A, Series B

and Series C interests representing interests in the Fund's Global Markets (ex U.S.), Developed Markets (ex U.S.) and Emerging Markets Portfolios, respectively, at the time a Member makes a capital contribution to the Fund, the Member will be required to designate whether the contribution is for Series A, Series B or Series C limited liability company interests. A separate capital account will be established for each Portfolio in which a Member has an interest.

Withdrawals

A Member may withdraw all or any portion of its Units from a Portfolio in which it has an interest as of the last business day of any calendar month upon 30 calendar days prior written notice to the Fund's Administrator. The Manager, at its sole discretion, may waive the notice requirement for any withdrawal. Notwithstanding the foregoing, the Manager may, upon five days prior written notice, require the withdrawal of any Member that does not maintain an Account Net Asset Value of at least \$3,000,000 in each Portfolio in which the Member has an interest (without taking into account depreciation in the value of investments in the Portfolio). The Fund may require the withdrawal of any Member from one or more Portfolios in which the Member has an interest at any time for any reason upon at least 20 days' prior written notice to the Member.

Distributions Upon Withdrawal

Distributions to a Member on any withdrawal may be made in cash or in securities selected by the Manager or in a combination of cash and securities.

No Transfer of Interests

Interests in the Fund may not be transferred without the consent of the Fund. No public or other market is expected to develop for the interests of the Fund.

Reports to Members

Members will receive monthly statements of the status of their respective Units, a monthly investment letter, and audited year-end financial statements annually.

Term of Fund

The term of the Fund shall continue from year to year, subject to termination as provided in the Fund's Limited Liability Company Agreement.

Risk Factors

An investment in the Fund may be deemed to be speculative and is not intended as a complete investment program. The Fund is designed for sophisticated investors who are able to bear a substantial loss of their entire capital commitment and who have limited need for liquidity in their investment. There is no assurance that the Fund's objective will be achieved. An investment in the Fund is subject to substantial risks which are discussed in further detail in the "Risk Factors" section of this Memorandum.

Portfolio Net Asset Value Calculation

The aggregate value of the "Unit Net Asset Value" (as defined in Section 13) of all the Units in each Portfolio

(the "Portfolio Net Asset Value") will be calculated by the Administrator as of the close of business on the last business day of each calendar month or as otherwise directed by the Fund.

Tax Aspects

The Fund has been advised by its counsel that the Fund will be treated as a partnership for U.S. Federal income tax purposes. Prospective members should consult their own tax advisors with specific reference to their own situations as they relate to an investment in the Fund.

ERISA

The Fund may accept subscriptions from pension and profit-sharing plans maintained by U.S. corporations and/or unions, individual retirement accounts and Keogh plans, entities that invest the assets of such accounts or plans and other entities investing plan assets. It is anticipated that, at various times, participation by "benefit plan investors" in one or more Portfolios may be "significant" (as such terms are defined by the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and the regulations thereunder) and result in one or more Portfolios holding plan assets subject to Title I of ERISA and/or Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"). See Section 19 (ERISA and Retirement Plan Matters).

Suitability

Subscribers for limited liability company interests must be "accredited investors", as defined under Regulation D of the Securities Act of 1933, as amended, and "qualified purchasers" as defined in the Investment Company Act of 1940, as amended, and must meet other suitability requirements as stated in the Subscription Agreement of the Fund. The Fund may reject any prospective investor whether or not suitability requirements are met. The limited liability company interest of each Member shall be divided into units of limited liability company interest (each a "Unit" and collectively, the "Units"). The Fund may also issue fractional Units.

1. General Comments

AVI Value Fund LLC (the "Fund") is a Delaware limited liability company formed on May 24, 2006, whose interests are being privately offered pursuant to Regulation D of the Securities Act of 1933, as amended. Pursuant to this Memorandum, the Fund is offering three separate Series of limited liability company interests, Series A, Series B and Series C, representing interests in the Fund's Global Markets (ex U.S.), Developed Markets (ex U.S.) and Emerging Markets Portfolios, respectively. Under Delaware law, the debts, liabilities, and obligations of each Portfolio will only be enforceable against the assets of the same Portfolio and not against the assets of any other Portfolio. Asset Value Investors Limited, a United Kingdom company, is the investment manager of the Fund (the "Investment Manager"). The Investment Manager is registered as an investment adviser with the U.S. Securities and Exchange Commission (the "SEC"). The Investment Manager also serves as the investment manager of other investment funds and segregated accounts that may utilize investment strategies similar to the strategies used by the Fund. The Fund is managed by Asset Value Investors (Cayman) Ltd. (the "Manager"), a company formed under the laws of the Cayman Islands. State Street Bank and Trust Company will serve as the Fund's administrator (the "Administrator") and as the Fund's custodian (the "Custodian").

Each of the Fund's Portfolio's investment objective is to achieve long-term capital appreciation by investing primarily in publicly traded equity securities that are trading at what the Investment Manager believes to be a discount to their underlying value.

This Confidential Private Offering Memorandum (the "Memorandum") sets forth the investment objective and method of operation of each of the Fund's Portfolios, the principal terms of the Fund's Limited Liability Company Agreement (the "Limited Liability Company Agreement") and certain other pertinent information. However, this Memorandum does not set forth all of the provisions and terms of the Limited Liability Company Agreement that may be significant to a particular prospective investor. Each prospective investor should examine this Memorandum, the Limited Liability Company Agreement and the Subscription Agreement in order to assure himself that the terms of the Limited Liability Company Agreement and the Fund's investment objective of the applicable Portfolio and method of operation are satisfactory to the prospective investor.

Prospective investors are invited to review non-proprietary materials available to the Manager relating to the Fund, the operations of the Fund and any other matters regarding this Memorandum. All such materials will be made available at the office of the Administrator at any reasonable hour after reasonable prior notice. The Fund will afford prospective investors the opportunity to ask questions of and receive answers from the Manager or its representatives concerning the terms and conditions of the offering and to obtain any additional information to the extent that the Manager or the Fund possesses such information or can acquire it without unreasonable effort or expense.

The limited liability company interest of each Member shall be divided into units of limited liability company interest (each a "Unit" and collectively, the "Units"). The Fund may also issue fractional Units. Purchase of a limited liability company interest in the Fund may be deemed to be a speculative investment and is not intended as a complete investment program. Investment in the Fund is designed only for sophisticated persons who are able to bear the loss of all of their capital contributions in the Fund.

2. Investment Objective, Permissible Investments and Restrictions

Investment Objective and Strategy

The Fund is divided into three distinct investment portfolios, the "Global Markets (ex U.S.) Portfolio", the "Developed Markets (ex U.S.) Portfolio" and the "Emerging Markets Portfolio" (each a "Portfolio" and collectively, the "Portfolios"). Each Portfolio is a separate pool of assets constituting, in effect, a separate fund with its own investment strategy. Each Portfolio is administered and maintained separate and apart from the other Portfolios. The investment objective of each of the Fund's Portfolios is to achieve attractive long-term capital appreciation by investing in publicly traded equity, fixed income,

and other types of securities, including common stocks, securities convertible into common stock, and rights and warrants to purchase common stock. The base currency of each Portfolio is the U.S. dollar.

Each Portfolio's investment strategy differs with respect to the geographic markets in which each Portfolio will invest. The Global Markets (ex U.S.) Portfolio invests in publicly traded equity, fixed income and other types of securities of issuers without regard to the markets in which they are traded (other than the United States). The Developed Markets Portfolio seeks to invest primarily in securities of issuers whose primary place of business (or that are controlled by an entity whose primary place of business) is located in a country with a developed economy (other than the United States). The Emerging Markets Portfolio seeks to invest primarily in securities of issuers whose primary place of business (or that are controlled by an entity whose primary place of business) is in a country with a developing economy.

Investment Philosophy

The Investment Manager's investment philosophy that is applied to each Portfolio stresses economic return and absolute, rather than relative, value. This philosophy often means that the Fund will buy out-of-favor securities and will sell into periods of market enthusiasm. While this approach may lead to periods of relative underperformance, the Investment Manager believes that it offers significant investment opportunities that will produce substantial returns over the long term. Accordingly, the Investment Manager expects to take advantage of periods of market enthusiasm in the markets that each Portfolio primarily trade in to sell, and times when lack of investor interest or despondency offers attractive buying opportunities in such markets.

In selecting securities for each Portfolio, the Investment Manager will generally concentrate on securities that it believes will provide long term capital appreciation. The Fund will typically seek to invest in issuers having "high intrinsic value" (essentially having assets for which there would normally be a ready demand, even in unfavorable conditions) that are trading at what the Investment Manger believes to be a discount to their underlying value. Although the Fund does not anticipate taking a management position in any of its investments, the Investment Manager may work in conjunction with the management of companies that a Portfolio has invested in to increase shareholder value by measures such as, among others, stock buy-backs.

Subject to the restrictions set forth below under "General Restrictions", the Fund may also invest in publicly traded investment holding companies and closed-end funds, debt securities, other private pooled investments funds, foreign exchange contracts, futures and options, securities convertible into common stock, derivative instruments and rights and warrants thereon. The Fund will not take short positions in any of its Portfolios. In addition, each of the Fund's Portfolios may invest any portion of its assets in cash and cash equivalents.

General Restrictions of Each Portfolio

The Investment Manager will generally adhere to the following restrictions in making its investment decisions for each Portfolio (each measured at the time of investment):

- A maximum of 15% of the assets of any one Portfolio's will be invested in any one issuer;
- No single Portfolio will purchase more than 25% of the outstanding securities of any one issuer and the Investment Manager generally intends to manage each Portfolio to ensure that its holdings do not exceed 25% of the outstanding shares of any one issuer; and
- A maximum of 5% of any one Portfolio's assets will be invested in securities that are not publicly traded, and the Investment Manager generally intends to

manage each Portfolio to ensure that unlisted securities do not account for more than 5% of its assets.

Hedging

The Fund may use foreign exchange contracts for the conversion of currencies. The Fund may also use forward foreign exchange contracts for the purpose of hedging currency exposure back to the base currency of the Fund or between currencies (i.e., cross hedging).

Flexibility

The Investment Manager intends to pursue the investment objectives and adhere to the investment philosophy described above with respect to each Portfolio, and will generally follow the outlined investment program as long as such program is in accord with each Portfolio's investment objective. In addition, it may also formulate new approaches to carry out the overall investment objective of the Fund. As noted above, each Portfolio may from time to time hold cash and cash equivalents, generally on a short-term basis.

The Investment Manager intends to operate each Portfolio in a manner that will not generate "unrelated business taxable income" to a Member that is a tax-exempt entity and that does not borrow money or otherwise utilize leverage to acquire its interest in the Fund. However, the Investment Manager cannot make any assurances that the Fund will not generate unrelated business taxable income to any Member. The tax consequences of an investment in the Fund may vary depending upon the particular circumstances of each Member. Accordingly, each prospective Member should consult its own tax advisers with respect to the effect of an investment in the Fund.

THE FUND MAY BE DEEMED TO BE A HIGHLY SPECULATIVE INVESTMENT AND IS NOT INTENDED AS A COMPLETE INVESTMENT PROGRAM. IT IS DESIGNED ONLY FOR SOPHISTICATED PERSONS WHO CAN BEAR THE ECONOMIC RISK OF THE LOSS OF THEIR INVESTMENT IN THE FUND AND WHO HAVE A LIMITED NEED FOR LIQUIDITY IN THEIR INVESTMENT. THERE CAN BE NO ASSURANCE THAT THE FUND WILL ACHIEVE ITS INVESTMENT OBJECTIVE.

3. Certain Risks

The following risks should be carefully evaluated by prospective investors before making an investment in the Fund:

Nature of Investments

Risks relating to all Portfolios

The Investment Manager will have broad discretion in making investments for the Fund. Investments of each Portfolio will generally consist of equity securities and other assets that may be affected by business, financial market or legal uncertainties. There can be no assurance that the Investment Manager will correctly evaluate the nature and magnitude of the various factors that could affect the value of and return on investments. Prices of investments may be volatile, and a variety of factors that are inherently difficult to predict, such as domestic or international economic and political developments, may significantly affect the results of the Fund's activities and the value of each Portfolio's investments. In addition, the value of each Portfolio may fluctuate as the general level of interest rates fluctuates. No guarantee or representation is made that the Fund's investment objective will be achieved.

Management Risk

The investment performance of each Portfolio of the Fund is substantially dependent on the services of the Investment Manager, and, more specifically, John Pennink and Joe Bauernfreund. In the event of the death, disability, departure, insolvency or withdrawal of Messrs. Pennink or Bauernfreund, the performance of the Fund may be adversely affected.

Non-U.S. Securities

The securities comprising the Portfolios will include securities of non-U.S. issuers. Investing in securities of non-U.S. governments and non-U.S. companies involves certain considerations comprising both risks and opportunities not typically associated with investing in securities of the United States Government or United States companies. These considerations include changes in exchange rates and exchange control regulations, political and social instability, expropriation, imposition of foreign taxes, less liquid markets and less available information than is generally the case in the United States, higher transaction costs, foreign government restrictions, less government supervision of exchanges, brokers and issuers, greater risks associated with counterparties and settlement, difficulty in enforcing contractual obligations, lack of uniform accounting and auditing standards and greater price volatility.

Non-Diversification

The Fund's Portfolios will not necessarily be diversified among geographic areas, types of securities, or a wide range of issuers or industries. Accordingly, each of the Fund's Portfolios may be subject to more rapid change in value than would be the case if it were required to maintain a wide diversification among industries, geographic areas, types of securities and issuers.

Derivatives

To the extent that the Fund invests in derivative or synthetic instruments the Fund may take a credit risk with regard to parties with whom it trades and may also bear the risk of settlement default. These risks may differ materially from those entailed in exchange-traded transactions that generally are backed by clearing organization guarantees, daily marking-to-market and settlement, and segregation and minimum capital requirements applicable to intermediaries. Transactions entered directly between two counterparties generally do not benefit from such protections and expose the parties to the risk of counterparty default. It is expected that all securities and other assets deposited with custodians or brokers will be clearly identified as being assets (directly or indirectly) of the Fund, and hence the Fund should not be exposed to a credit risk with regard to such parties. However, it may not always be possible to achieve this, and there may be practical or time problems associated with enforcing rights to its assets in the case of an insolvency of any such party.

Futures

Trading in futures contracts and options thereon are highly specialized activities which, while they may increase the total return in the Fund's investments, may entail greater than ordinary investment risks. Futures prices are highly volatile, with price movements being influenced by a multitude of factors such as supply and demand relationships, government trade, fiscal, monetary and exchange control policies, political and economic events and emotions in the marketplace. Futures trading is also highly leveraged. Further, futures trading may be illiquid as a result of daily limits on movements of prices. Finally, the Fund's futures trading could be adversely affected by speculative position limits.

Special Situations

Each of the Fund's Portfolios may invest in companies involved in (or the target of) acquisition attempts or tender offers or in companies involved in or undergoing work-outs, liquidations, spin-offs, reorganizations, bankruptcies or other catalytic changes or similar transactions. In any

investment opportunity involving any such type of special situation, there exists the risk that the contemplated transaction either will be unsuccessful, will take considerable time or will result in a distribution of cash or a new security the value of which will be less than the purchase price to the Fund of the security or other financial instrument in respect of which such distribution is received. Similarly, if an anticipated transaction does not in fact occur, the Fund may be required to sell its investment at a loss. Because there is substantial uncertainty concerning the outcome of transactions involving financially troubled companies in which the Fund may invest, there is a potential risk of loss by the Fund of its entire investment in such companies.

Currency Exchange Transactions

Each of the Portfolios may engage in currency exchange transactions to protect against uncertainty in the level of future exchange rates when merited and practicable. A Portfolio may conduct its currency exchange transactions either on the spot (i.e., cash) basis at the rate prevailing in the currency exchange market, or through entering into forward contracts to purchase or sell currency. The use of forward currency contracts does not eliminate fluctuations in the underlying prices of the securities, but it does establish a rate of exchange that can be achieved in the future. In addition, although forward currency contracts limit the risk of loss due to a decline in the value of the hedged currency, at the same time they also limit any potential gain that might result should the value of the currency increase. Each Portfolio may also invest in instruments offered by brokers that combine forward contracts, options and securities in order to reduce foreign currency exposure.

Substantial Withdrawals

As discussed in more detail in Section 10, the Fund generally intends to limit withdrawals from a Portfolio to 10% of the respective "Portfolio Net Asset Value" (as defined in Section 13) on any particular withdrawal date. However, in the event that there are substantial withdrawals from one or more Portfolios, it may be more difficult for the Fund to generate returns with respect to that Portfolio since it will be operating on a smaller asset base. The Fund will be responsible for fees and expenses regardless of its size or profitability. In addition, it may be difficult for each Portfolio to provide sufficient funds to meet withdrawal requests without liquidating positions prematurely at an inappropriate time or on unfavorable terms.

Voting Restrictions

Members generally have no right to participate in the management of the Fund and have limited voting rights.

Interest Rate Risk

Each of the Fund's Portfolios may from time to time invest in cash and other fixed income securities. Generally, the value of fixed income securities will change inversely with changes in interest rates. As interest rates rise, the market value of fixed income securities tends to decrease. Conversely, as interest rates fall, the market value of fixed income securities tends to increase. This risk will be greater for long-term securities than for short-term securities. Each Portfolio may attempt to minimize its exposure to interest rate changes through the use of interest rate swaps, interest rate futures and/or interest rate options. However, there can be no guarantee that such Portfolio will be successful in fully mitigating the impact of interest rate changes.

Liquidity of Investment

Although the Fund intends to invest principally in publicly traded securities, one or more Portfolios may from time to time invest in securities for which there is no active market. In particular, some of the emerging markets in which the Fund may invest may be illiquid. Accurately valuing

and realizing such investments or closing out positions in such investments at appropriate prices may not always be possible.

Non Disclosure of Positions and Arrangements

In an effort to protect the confidentiality of its positions, the Fund generally will not disclose its positions to Members on an ongoing basis, although the Investment Manager, in its sole discretion, may permit such disclosure on a select basis to certain Members, if it determines that there are sufficient confidentiality agreements and procedures in place.

The Fund may, without notice to other Members, enter into agreements with certain Members granting them greater portfolio transparency, fee waivers or reductions and other more favorable investment terms (including redemption rights) than the terms that are described in this Memorandum.

No Separate Counsel

Seward & Kissel LLP represents the Manager, the Investment Manager and the Fund (the "Parties"). The Fund does not have counsel separate and independent from counsel to the Investment Manager. Seward & Kissel LLP does not represent Members in the Fund, and no independent counsel has been retained to represent Members in the Fund. Seward & Kissel LLP is not responsible for any acts or omissions of the Parties (including their compliance with any guidelines, policies, restrictions or applicable law, or the selection, suitability or advisability of their investment activities) or any administrator, accountant, custodian/prime broker or other service provider to the Parties. This Memorandum was prepared based on information furnished by the Manager and the Investment Manager, and Seward & Kissel LLP has not independently verified such information.

Absence of Regulatory Oversight

While the Fund may be considered similar to an investment company, it does not intend to register as such under the Investment Company Act of 1940, as amended (the "Investment Company Act") (in reliance upon an exemption available to privately offered investment companies), and, accordingly, the provisions of the Investment Company Act (which, among other matters, require investment companies to have disinterested directors, require securities held in custody to at all times be individually segregated from the securities of any other person and marked to clearly identify such securities as the property of such investment company and regulate the relationship between the adviser and the investment company) are not applicable.

Changes in Applicable Law

The Fund must comply with various legal requirements, including requirements imposed by securities laws, tax laws, and pension laws. Should any of those laws change, the legal requirements to which the Fund and its Members may be subject could differ materially from current requirements.

Accounting Standards

Various accounting standards, including, without limitation, Accounting Standards Codification Topic 740 ("ASC 740") (formerly known as "FIN 48"), could cause the Fund to be required to reserve for certain expenses or taxes or could otherwise impact the net asset value of the Fund. Prospective Members should be aware that, among other things, these standards could have a material adverse effect on the periodic calculations of the net asset value of the Fund, including reducing the net asset value of the Fund to reflect reserves for expenses or taxes that may be payable in respect of prior periods by the Fund. This could adversely affect certain Members, depending upon the timing of their purchase and withdrawal of interests in the Fund.

Risks relating to the Global and Emerging Markets Portfolios

Investments in Emerging Markets

The Emerging Markets Portfolio invests primarily in, and the Global Markets Portfolio may invest in, equity securities of issuers in emerging markets. Investing in emerging markets involves risks and special considerations not typically associated with investing in other more established economies or securities markets. Such risks may include (i) increased risk of nationalization or expropriation of assets or confiscatory taxation; (ii) greater social, economic and political uncertainty including war; (iii) higher dependence on exports and the corresponding importance of international trade; (iv) greater volatility, less liquidity and smaller capitalization of securities markets; (v) greater volatility in currency exchange rates; (vi) greater risk of inflation; (vii) greater controls on foreign investment and limitations on repatriation of invested capital and on the ability to exchange local currencies for U.S. Dollars; (viii) increased likelihood of governmental involvement in and control over the economies; (ix) governmental decisions to cease support of economic reform programs or to impose centrally planned economies; (x) differences in auditing and financial reporting standards which may result in the unavailability of material information about issuers; (xi) less extensive regulation of the securities markets; (xii) longer settlement periods for securities transactions and less reliable clearance and custody arrangements; (xiii) less developed corporate laws regarding fiduciary duties of officers and directors and the protection of investors; and (xiv) certain considerations regarding the maintenance of Fund securities and cash with non-U.S. brokers and securities depositories.

Conflicts of Interest

The Investment Manager will use its best efforts in connection with the purposes and objectives of the Fund and will devote so much of its time and effort to the affairs of the Fund as may, in its judgment, be necessary to accomplish the purposes of the Fund. Under the terms of the Limited Liability Company Agreement and the agreement between the Fund and the Investment Manager (and their respective members, principals, officers, directors, employees and affiliates), the Investment Manager may conduct any other business, including any business within the securities industry, whether or not such business is in competition with the Fund. Without limiting the generality of the foregoing, the Investment Manager (and its members, principals, officers, directors, employees and affiliates) may act as investment adviser or investment manager for others, may manage funds, separate accounts or capital for others and may serve as an officer, director, trustee, consultant, partner or stockholder of one or more investment funds, partnerships, securities firms or advisory firms. It is noted that the Investment Manager currently serves as the Investment Manager to The European Asset Value Fund, a company organized under the laws of Luxembourg, British Empire Securities and General Trust plc, an investment trust formed under the laws of the United Kingdom, and manages a segregated account for a United States client. Such other entities or accounts may have investment objectives or may implement investment strategies similar to or different from those of the Fund. It may not always be possible or consistent with the investment objectives of the various persons or entities described above and of the Fund for the same investment positions to be taken or liquidated at the same time or at the same price.

In addition, principals and employees of the Investment Manager may, directly or through investments in other investment funds, have interests in the securities in which the Fund invests or sells short as well as interests in investments in which the Fund does not invest. As a result of the foregoing, the Investment Manager (and its members, principals, officers, directors, employees and affiliates) may have conflicts of interest in allocating their time and activity between the Fund and other entities, in allocating investments among the Fund and other entities and in effecting transactions for the Fund and other entities, including ones in which the Investment Manager (and its members, principals, officers, directors, employees and affiliates) may have a greater financial interest.

The Investment Manager (and its members, principals, directors, officers, employees and affiliates) may give advice or take action with respect to such other clients that differs from the advice given with respect to the Fund. To the extent a particular investment is suitable for both the Fund and other clients, such investments will be allocated between the Fund or the other clients pro rata based on

assets under management or in some other manner which the Investment Manager determines is fair and equitable under the circumstances to all clients, including the Fund. From the standpoint of the Fund, simultaneous identical portfolio transactions for the Fund or other clients may tend to decrease the prices received, and increase the prices required to be paid, by the Fund for its portfolio sales and purchases. Where less than the maximum desired number of shares of a particular security to be purchased is available at a favorable price, the shares purchased will be allocated among the Fund and the other clients in an equitable manner as determined by the Investment Manager.

In addition, purchase and sale transactions may, to the extent not otherwise prohibited by applicable law, be effected between the Fund and other clients subject to the following guidelines: (i) such transactions shall be effected for cash consideration at the current market price of the particular securities, and (ii) no brokerage commission or fee (except for customary transfer fees and commissions) or other remuneration shall be paid in connection with any such transaction.

The Investment Manager has adopted a Conflicts of Interest Policy in order to identify, manage and disclose conflicts of interests in connection with the services provided by the Investment Manager to its clients. The Investment Manager will use its best efforts to avoid any potential conflicts of interest and shall disclose the nature and source of any conflict of interest to the Manager where the risk of damage to the interests of the Fund are not prevented before undertaking a transaction on behalf of the Fund, and the Investment Manager will not violate ERISA (as defined in Section 19) in regard thereto when applicable with respect to Plan Asset Portfolios (as defined in Section 19).

4. Investment Management

The Investment Manager of the Fund is Asset Value Investors Limited, a United Kingdom corporation organized in 1985. The Investment Manager is registered as an investment adviser with the SEC. As of August 31, 2014, the Investment Manager had assets under management of approximately \$1.85 billion. The principal portfolio managers of the Investment Manager who are responsible for the investment of each Portfolio's assets are John Pennink and Joe Bauernfreund, whose biographical information is set forth below. John Pennink is a controlling person of the Investment Manager and Joe Bauernfreund is a shareholder of the Investment Manager.

John Pennink, LLB, CFA. John joined Asset Value Investors in 1999. He was joint manager of British Empire Securities and General Trust in 2001 and has been the sole manager from 2001 to 2012. John spent 3 years as a fund manager in Hong Kong with Regent Pacific from 1994 to 1997. He subsequently spent two years investing in emerging European markets while based in Moscow with Regent Pacific and EPIC Securities. John has a law degree from the University of British Columbia and qualified as a Chartered Financial Analyst in 1999.

Joe Bauernfreund, BSC, MSC. Joe is sole manager of AVI's small cap strategy. He is also joint manager with John Pennink on some of the client portfolios including the British Empire Securities and General Trust plc. Joe joined Asset Value Investors Limited in July 2002 as Investment Analyst, following completion of a Masters in Finance from the London Business School. Prior to joining Asset Value Investors, Joe worked 6 years for a real estate investment organisation in London.

The Fund will promptly notify the Members if either John Pennink or Joe Bauernfreund cease to be actively involved in the management of the Fund's investment assets.

5. Manager

The Manager of the Fund is Asset Value Investors (Cayman), Ltd., a Cayman Islands corporation.

It is anticipated that the Manager, when consulting with the Investment Manager, will typically act upon the recommendations of the Investment Manager, and, in the absence of its gross negligence, willful misconduct or violations of applicable law, will incur no liability to the Fund, its Members or any other person for doing so. The Manager will be under no obligation to make an independent investigation or verification of any recommendation or advice of the Investment Manager.

6. Administrator and Custodian

State Street Bank and Trust Company ("State Street") is a Massachusetts trust company. State Street will be providing the following services: safekeeping and custody; accounting and valuation; transfer agency.

The Manager reserves the right, in its sole discretion, to change the Fund's Administrator and Custodian.

7. Auditor

The Fund has engaged PricewaterhouseCoopers LLP to provide audit services.

8. Prospective Investors

Admission as a Member in the Fund is not open to the general public. The Fund is not intended as a complete investment program and is designed only for persons who are able to bear the economic risk of their entire investment and either are sophisticated persons in connection with financial and business matters or are represented by such a person in connection with their investment in the Fund. Prospective investors should read the Limited Liability Company Agreement which sets forth the specific provisions relating to the operation of the Fund.

Each investor who is an individual will in most cases be required to represent in the Subscription Agreement that his net worth exceeds \$1 million and that his investments exceed \$5 million, and each investor that is an entity will in most cases be required to have total assets exceeding \$5 million and investments in excess of \$25 million and to make separate representations in order to ascertain its eligibility to invest in the Fund. The minimum capital contribution to a Portfolio of the Fund by an investor is \$5,000,000, subject to waiver, reduction or change in the sole discretion of the Manager. In general, the Fund will accept capital contributions as of the first business day of each month, but the Fund reserves the right, in its discretion, to accept capital contributions at other times. A business day shall be any day banks are open in New York or as otherwise determined by the Manager.

The Fund may admit additional or substitute Managers to the Fund that are affiliates of the Manager; provided that the Fund will give 30 days' prior written notice to all Members of the proposed admission of any additional or substitute Manager.

The Manager may agree to pay to persons who are instrumental in the sale of interests in the Fund ("Sponsors") a portion of the fees attributable to such interests that would otherwise be paid to the Manager. The portion of such fees, if any, payable to any Sponsor will be fixed by the Manager, and will not result in any additional fees being payable or chargeable to the Fund or any prospective Member. It is noted that if a Sponsor is instrumental in the sale of interests in the Fund to a particular investor, the Sponsor may, in certain limited situations, charge such Member a fully disclosed sales charge. Investors who do not make their contribution to the Fund through such Sponsors will not be subject to any such sales charge. In no event will any sales charges be payable by or chargeable to the Fund.

9. Procedure for Becoming a Member

To become a Member, a prospective member should execute (i) two copies of the Subscription Agreement in the form furnished by the Fund, offering in the Subscription Agreement to

purchase a specified dollar amount of Series A, Series B or Series C limited liability company interests, representing the Global Markets (ex U.S.), Developed Markets (ex U.S.) and Emerging Markets Portfolios, respectively, and the prospective member's residence, address and taxpayer identification or social security number, and (ii) two copies of the Limited Liability Company Agreement, and return all Agreements to the Administrator at: AVI Value Fund LLC c/o State Street Bank and Trust Company, 2 Avenue de Lafayette, Boston, Massachusetts 02111 not later than 15 business days prior to the applicable subscription date. Cleared funds in the amount of the subscription must be received by the Administrator on or before the applicable subscription date. Capital contributions shall be made in the name of the applicable Portfolio of the Fund. After receipt of the Subscription Agreements and cleared funds, the Fund will sign the Subscription Agreement and the Limited Liability Company Agreement and return to each new Member his copies of the Agreements. Capital contributions may be made in cash, in securities, or in a combination of cash and securities, in the sole discretion of the Fund, provided, however, that costs incurred by the Fund in connection with selling or transferring such securities may be borne by the Member making such capital contribution. The determination of whether or not a prospective member shall become a Member (other than with respect to certain AML requirements) shall be determined solely by the Manager.

The Administrator, on behalf of the Fund, reserves the right to reject subscriptions from additional Members, or additional capital contributions from existing Members, at its sole discretion, and may limit the amount of capital accepted at any particular admission date. Further, the Administrator, on behalf of the Fund, reserves the right to accept subscriptions for additional capital contributions from existing Members prior to accepting subscriptions from new Members.

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

The Administrator reserves the right to request such further information as it considers necessary to verify the identity of a prospective investor. In the event of delay or failure by the prospective investor to produce any information required for verification purposes, the Manager may refuse to accept a capital contribution until proper information has been provided and any funds received will be returned without interest to the account from which the moneys were originally debited.

10. Withdrawals; Retirement from Fund; Suspension of Withdrawals

Distributions in Cash or in Kind

Withdrawals of Units and the payment of the value of a Member's Units in each Portfolio to him will be made in cash or, at the sole and absolute discretion of the Manager, in securities selected by the Manager or partly in cash and partly in securities selected by the Manager. If the Manager determines to distribute securities, such securities, distributed on a pro-rata basis, may be distributed directly to the withdrawing or retiring Member, or, alternatively, distributed into a liquidating trust or liquidating account and sold by the Fund for the benefit of the withdrawing or retiring Member, in which case (i) payment to such Member of that portion of his or her withdrawal attributable to such securities will be delayed until such time as such securities can be liquidated, and (ii) the amount otherwise due to such

withdrawing or retiring Member will be increased or decreased to reflect the performance of such securities through the date in which the liquidation is effected.

Withdrawals of Units and Retirement of Members

Subject to the right of the Fund to suspend or reduce withdrawals, a Member may withdraw all or any portion of its Units from one or more Portfolio as of the last business day of any calendar month upon written notice which must be received by the Administrator not less than 30 days before the applicable withdrawal date. Such notice shall state (i) such Member's intention to make such withdrawal, (ii) if the Member owns more than one series of limited liability company interests, the capital account to which the withdrawal relates, and (iii) the amount thereof or the basis on which the amount thereof is to be determined. In the event that withdrawal requests for any withdrawal date exceed 10% of the applicable Portfolio Net Asset Value as of such date, the Manager, in its sole discretion, may reduce the amount of such withdrawals on a pro-rata basis such that the aggregate withdrawals for such withdrawal date from such Portfolio do not exceed 10% of the applicable Portfolio Net Asset Value. To the extent that a Member's withdrawal is reduced in this manner, any excess will be paid (to the extent that such payments in the aggregate do not exceed 10% of the applicable Portfolio Net Asset Value) as of each subsequent withdrawal date until the full withdrawal request has been paid. Withdrawal requests which have been carried forward from an earlier withdrawal date shall have priority over subsequent requests from the same Portfolio. Notwithstanding the foregoing, the Manager, in its sole and absolute discretion, may waive any provision related to withdrawals for any Member. Subject to the Manager's right to retain a portion of any withdrawn amount as a reserve (discussed below), a Member making a partial or complete withdrawal of Units from a Portfolio of the Fund will generally be paid within 10 business days after the applicable withdrawal date, provided, however, that upon a complete withdrawal, a Member will generally be paid 90% of its "Account Net Asset Value" (as defined in Section 13) within business 10 days. Promptly after the completion of the Fund's annual audit, the, the Fund will pay to such withdrawing Member the excess, if any, of the amount to which such Member is entitled over the amount previously paid, or such Member will be obligated to pay to the Fund the excess, if any, of the amount previously paid over the amount to which such Member is entitled, in each case without interest thereon. The Manager may withdraw all or any portion of its Units as of the end of any calendar month.

A Member withdrawing all its Units from one or more Portfolio as of the last business day of any calendar month shall be deemed to have retired from such Portfolio as of the date of such withdrawal.

Mandatory Withdrawal

If the Manager, in its sole discretion, deems it to be in the best interests of the Fund, it may require any Member to retire from the Fund (or from one or more of the Fund's Portfolios) at any time by giving such Member written notice of such required retirement at least 20 days before the end of such period. If the Manager, in its sole discretion, deems it to be in the best interests of the Fund to do so because the continued participation of any Member in the Fund or in one or more Portfolio of the Fund might cause the Fund to violate any law, rule or regulation or expose the Fund to litigation, arbitration, administrative proceedings or any similar action or proceeding or would otherwise create adverse regulatory consequences for the Fund, the Manager may, at any time on five days notice, require the Member (i) to retire from the Fund, such retirement to be effective on the day specified in such notice, or (ii) to withdraw so much of its interest as would be necessary, in the sole discretion of the Manager, to remedy such violation or other adverse consequence. Notwithstanding the foregoing, the Manager may, upon five days prior written notice, require the withdrawal of any Member that does not maintain an Account Net Asset Value of at least \$3,000,000 in each Portfolio in which it has an interest (without taking into account depreciation in the value of investments in such Portfolio).

Death, Bankruptcy or Legal Incapacity of a Member

In the event of the death, bankruptcy, or legal incapacity of a Member, the estate or legal representative of such Member shall succeed to the Member's right to share in net profits or net losses of

the Fund and to receive distributions from the Fund. The Manager, in its sole discretion, may cause the Fund to pay to the estate or representative, as of the end of the fiscal year during which the Member died or became bankrupt or legally incapacitated, the amount of such Member's Account Net Asset Value as of the end of such year in liquidation of the Member's interest in the Fund. Alternatively, the Manager may, in its sole discretion, admit the estate or representative to the Fund as a Member. Notwithstanding anything to the contrary, if a Member dies on a day other than the last day of a fiscal period, net profits or net losses for such fiscal period allocable to the deceased Member shall be allocated between the deceased Member and his estate for Federal income tax purposes.

Reserve for Fund Liabilities

The Fund may retain as a reserve for unknown Fund liabilities or for other contingencies so much of the amount to which a withdrawing Member is entitled as the Manager, in its sole discretion, determines. The reserve shall be distributed to such Member at such time or times as the Manager determines that the reserve, or a portion thereof, is no longer necessary. If the reserve (or portion thereof) is later determined by the Manager to have been in excess of the amount required, the proportionate amount of the excess will be returned to the retired Member, without interest.

Suspension of Withdrawals

The Manager may suspend the determination of the Portfolio Net Asset Value and the right of Members to make withdrawals from one or more Portfolios during any period when:

- (a) any stock exchange or market on which a substantial part of securities owned by the applicable Portfolio are traded is closed, otherwise than for ordinary holidays, or dealings thereon are restricted or suspended;
- (b) there exists any state of affairs which constitutes a state of emergency as a result of which (i) disposal of a substantial part of the investments of the applicable Portfolio would not be reasonably practicable and might seriously prejudice other Members owning interests in such Portfolio or (ii) it is not reasonably practicable for the Investment Manager to fairly determine the Portfolio Net Asset Value;
- (c) none of the requests for withdrawal which have been made may be lawfully satisfied by the Fund in U.S. dollars;
- (d) there is a breakdown in the means of communication normally employed in determining the prices of a substantial part of the investments of such Portfolio; or
- (e) the transfer of funds involved in the realization or acquisition of any investment of the applicable Portfolio cannot, in the reasonable opinion of the Investment Manager, be effected at normal rates of exchange.

Distributions

Although the Fund is authorized to make distributions to Members, it anticipates that any income earned and any capital gains realized from the Fund's operations will be reinvested, and that no distributions will be made to the Fund's Members.

Transfer or Assignment of Fund Interests

Neither the interest of any Member in the Fund nor any beneficial interest therein may be transferred, assigned, pledged or otherwise disposed of, in whole or in part, without the written consent of

the Manager, which may be given or withheld at its sole and absolute discretion, and any attempt to do so shall be null and void.

11. Fees and Expenses of the Fund

Fund Expenses

The Manager (or an entity designated by the Manager) is authorized to incur all expenses on behalf of the Fund that it deems necessary or desirable. The Manager (or an entity designated by the Manager) is responsible for and will pay certain of the "operating expenses" of the Fund, including rent, salaries of its employees, the compensation of the Investment Manager, marketing and travel expenses, secretarial and administrative services and other general overhead expenses. The Fund will bear all expenses not borne by the Manager, including the Management Fee, organizational expenses, legal fees, brokerage and other expenses incurred in connection with the acquisition, holding and disposition of investments, research fees and expenses and any other expenses reasonably related to the purchase, sale or transmittal of Fund assets, fees charged by accountants for their professional services, fees and charges of the administrator and custodian, and other expenses related to the Fund. Fund expenses specifically attributable to a particular Portfolio, as determined by the Manager in its sole discretion, will be allocated to such Portfolio. Fund expenses not specifically attributable to a particular Portfolio will be allocated among the Portfolios on an equitable basis as determined by the Manager in its sole discretion. Generally, the Manager intends to allocate such expenses pro-rata among the Portfolios based on the comparative assets of each Portfolio. Organizational expenses of the Fund have been paid.

The Manager generally intends to provide Members prior written notice of any change in the fees payable to the Manager.

Management Fee

The Manager receives a monthly management fee calculated at the annual rate of 1.0% of each Member's Account Net Asset Value (the "Management Fee"). The Manager may designate an entity to which it delegates certain responsibilities to receive a part or all of the Management Fee. The Management Fee will be accrued monthly and payable monthly in arrears based on the value of each Member's Account Net Asset Value (or aggregate Account Net Asset Values in the case of Members having an interest in more than one Portfolio) as of the last business day of each calendar month (adjusted for contributions made during the month) and will be prorated for any period that is less than a full fiscal month. Notwithstanding the foregoing, the Manager, in consultation with the Investment Manager, may waive or reduce the Management Fee for Members that are members, principals, officers, directors, employees or affiliates of the Manager, the Investment Manager, or relatives of such persons.

Administration and Custody Fees

As discussed in Section 6, the Fund has entered into an Administration Agreement, Custodian Agreement and Transfer Agency Agreement with State Street Bank and Trust Company ("State Street"), pursuant to which State Street serves as the Fund's administrator, transfer agent and custodian. The fee payable to State Street is based on its standard schedule of fees charged by State Street for similar services. In addition, State Street will be entitled to receive from the Fund an amount equal to all reasonable out-of-pocket expenses properly incurred in respect of the Fund.

The Fund reserves the right to change the Fund's administrator, transfer agent and custodian at any time upon written notice to the Members.

Audit Fees

As discussed in Section 7, the Fund has engaged PricewaterhouseCoopers LLP to provide audit services (the "Auditor"). The fees payable to PricewaterhouseCoopers LLP are based on its standard schedule of fees charged by it for similar services. The Manager reserves the right to change the Fund's Auditor at any time without further notice.

12. Allocation of Net Profits and Net Losses; Purchase of New Issues

As noted above, the Fund is divided into three distinct Portfolios, and each Portfolio is a separate pool of assets constituting, in effect a separate fund with its own investment strategy. Each Portfolio is administered and maintained separate from the other Portfolios. Accordingly, the profits and losses from each Portfolio are allocated only to the Members that own the series of limited liability company interest representing an interest in such Portfolio.

The net profit or net loss of each Portfolio as of the end of each fiscal period will be allocated to each Member having an interest in such Portfolio in the proportion which the value of its Units of such Portfolio bore to the aggregate value of all of the Units of such Portfolio as of the beginning of such fiscal period. Net profit and net loss of the Fund will be determined under the accrual basis of accounting and will be deemed to include net unrealized profits or losses of securities positions as of the end of each fiscal period.

Prior Fiscal Period Items

In general, if one or more Portfolios has a material item of income or loss (as defined in the Limited Liability Company Agreement) in any fiscal period which relates to a matter or transaction occurring during a prior fiscal period (e.g., if the Portfolio obtains a cash settlement attributable to a stock it owned during a prior year), the item of income or loss may, at the Manager's sole discretion, be shared among the Members having an interest in such Portfolio (including persons who have ceased to be Members) in accordance with their interest in such Portfolio during the prior period. A person who has ceased to be a Member will be liable for his proportionate share of prior fiscal period items and shall pay such share on demand but the amount to be paid shall not exceed the amount of such Member's Account Net Asset Value at the time such prior fiscal period item arose. As a consequence of the foregoing, withdrawals may be subject to a reserve, discussed in further in Section 10, above.

Purchase of New Issues

From time to time, the Fund may, to the extent permitted by the Rules of the Financial Industry Regulatory Authority, Inc., as may be amended from time to time (the "FINRA Rules"), purchase equity securities that are part of an initial public offering (sometimes referred to as "IPOs" or "new issues"). Under the FINRA Rules, generally brokers may not sell such securities to a private investment fund, if the fund has investors who are persons employed by or affiliated with a broker or certain other persons, including portfolio managers of hedge funds and other registered and unregistered investment advisory firms or "Covered Investors", which includes certain persons who are affiliated with certain companies that are current, former or prospective investment banking clients of the broker. The profits and losses from New Issues will generally be allocated to investors in the Fund that are not Restricted Persons or Covered Investors. The Fund may, however, avail itself of a "de minimis" exemption pursuant to which a portion of any New Issue profits and losses (generally up to 10% for a Restricted Person or Covered Investor) may be allocated to Restricted Persons and/or Covered Investors. In view of the FINRA Rules, the Limited Liability Company Agreement provides that the Manager shall be permitted to determine, among other things: (i) the manner in which such new issues are purchased, held, transferred and sold by the Fund and any adjustments with respect thereto, (ii) the method by which profits and losses from New Issues are to be allocated among Members in a manner that is permitted under the FINRA Rules (including whether the Partnership will avail itself of a "de minimis" exemption or any other exemption), and (iv) the time at which such new issues are no longer considered as such under the FINRA Rules.

The rate-of-return experienced by Members who participate fully in the profits and losses from New Issues may differ materially from that of Limited Partners who are Restricted Persons or Covered Investors.

13. Offering Price of Units; Calculation of Unit Net Asset Value; Calculation of Portfolio Net Asset Value

The number of Units issued to a Member with respect to a capital contribution will be based on the offering price per Unit (the "Offering Price"), which will be equal to the "Unit Net Asset Value" (as defined below) of the Units on such date.

Pursuant to the Custodian Agreement between the Fund and State Street, State Street determines the net asset value of each Unit (the "Unit Net Asset Value"). The Unit Net Asset Value will equal the "Portfolio Net Asset Value" (as defined below) as of the close of business on the last business day of each month and upon such other dates as directed by the Fund (each a "Valuation Date") divided by the total number of Units outstanding in that Portfolio as of such Valuation Day, calculated prior to the recording of any issues and redemptions of Units that will be effected on that Dealing Day. The Portfolio Net Asset Value (the "Portfolio Net Asset Value") will be determined using the accrual method of accounting in accordance with generally accepted accounting principles and the following valuation rules:

- (a) securities listed or traded on a regulated stock exchange or market and for which market quotations are readily available shall be valued at the closing price on the relevant Valuation Date;
- (b) The value of any security listed on a regulated stock exchange or traded on a regulated market but acquired or traded at a premium or at a discount outside or off the relevant stock exchange or market may be valued taking into account the level of premium or discount as at the date of valuation of the security.
- (c) If for specific assets referred to above, the closing prices do not, in the opinion of the Investment Manager as a delegate of the Manager, reflect their fair value or are not available, the value shall be estimated with care and in good faith by the Investment Manager, with a view to establishing the probable realization value for such assets as at close of business on the relevant Valuation Date.
- (d) if the assets are listed on several regulated stock exchanges and/or markets, the relevant stock exchange or market shall be the one which constitutes the main market for such assets in the opinion of the Investment Manager, as a delegate of the Manager.
- (e) in the event that any of the assets on the relevant Valuation Date are not listed or dealt on any regulated stock exchange or market, such assets shall be valued by a competent person appointed by the Investment Manager, as a delegate of the Manager, estimated with care and in good faith at the probable realization value.
- (f) cash and other liquid assets will be valued at their face value with interest accrued, where applicable, as at close of business on the relevant Valuation Date.
- (g) units or shares in collective investment schemes (other than those valued pursuant to paragraph (a) or (b) above) will be valued by reference to the latest available net asset value per unit of the relevant collective investment

scheme provided that if no price as at the Valuation Date has been published or otherwise made available to the Administrator with respect to a collective investment scheme by the relevant Valuation Date, the value of a holding in such collective investment scheme shall be valued immediately at its probable realization value as at the Valuation Date estimated with care and good faith by a delegate selected by the Manager.

- (h) any value expressed otherwise than in the Base Currency (whether of an investment or cash) and any borrowing in a currency other than the Base Currency shall be converted into the Base Currency at the rate (whether official or otherwise) which the Administrator selects or otherwise agrees with the Investment Manager.
- (i) derivative instruments, including, without limitation, futures and options contracts, dealt in on a market will be valued at the settlement price for such instruments on such market or if the settlement price is not available, such derivative instruments will be valued in accordance with (c) above. Where such derivative instruments are not dealt in on a market, their value should be the quotation from the counterparty weekly (or monthly where the Portfolio has not more than one Redemption Date per month), provided that the valuation is approved or verified monthly by the Investment Manager.
- (j) Forward foreign exchange contracts shall be valued by reference to the price at which a new forward contract of the same size and maturity could be undertaken.
- (k) Assets denominated in a currency other than in the Base Currency of the relevant Portfolio (whether of an investment or cash) and any non Base Currency borrowing shall be converted into the Base Currency of the relevant Portfolio at the rate (whether official or otherwise) which the Administrator with the agreement of the Investment Manager deems appropriate in the circumstances.
- (l) In the event of it being impossible or incorrect to carry out a valuation of a specific asset in accordance with the valuation rules set out in paragraphs (a) to (g) above, or if such valuation is not representative of the asset's fair market value, the Investment Manager as a delegate of the Manager is entitled to use another generally recognized valuation principle in order to reach a proper valuation of that specific asset, provided that such alternative method of valuation is approved by the Manager.

The aggregate value of the Unit Net Asset Value of all the Units in a Portfolio owned by a Member shall be such Member's "Account Net Asset Value".

The Manager, in consultation with the Investment Manager, may adjust or may instruct the Administrator to adjust the value of any assets if, in relation to currency, marketability, dealing costs and such other considerations as they deem relevant, they consider that such adjustment is required to reflect the fair value thereof.

If the Investment Manager and Administrator cannot agree on the value of an asset, the value of the asset will be determined by a third party appointed at the sole discretion of the Manager, the cost of which would be borne by the Fund. During any period when the Fund's assets are subject to Title I of ERISA and/or Section 4975 of the Code (as defined in Section 18), all valuation will be based on independent pricing sources.

14. Brokerage

The Investment Manager will use its best efforts to achieve best execution for all transactions on behalf of the Fund, as required under the Markets in Financial Instruments European Union Directive (“MiFID”) and the rules of the FSA. A copy of the Investment Manager’s Execution Policy Notice will be provided to any Member upon request.

The Investment Manager is authorized to determine the broker or dealer to be used for each securities transaction for the Fund. In selecting brokers or dealers to execute transactions, the Investment Manager considers such factors as price, the ability to effect the transactions, the brokers’ or dealers’ facilities, reliability and financial responsibility, special execution capabilities, block trading and block positioning capabilities, willingness to execute related or unrelated difficult transactions in the future, efficiency of execution and error resolution, quotation services, custody, recordkeeping and similar services, and any research or investment management-related services and equipment provided by such brokers or dealers. The Investment Manager need not solicit competitive bids and does not have an obligation to seek the lowest available commission cost on a transaction by transaction basis.

It is not the Investment Manager’s practice to negotiate “execution only” commission rates, and therefore the Investment Manager may cause an amount to be paid to a broker or dealer that furnishes research, services or equipment at a higher price than that which might be charged by another broker or dealer for effecting the same transaction, provided that the Investment Manager determines in good faith that the amount of commissions charged is reasonable in relation to the value of the brokerage and research or execution related services and equipment provided by such broker or dealer. .

Section 28(e) of the Securities Exchange Act of 1934, as amended, is a “safe harbor” that permits an investment manager to use commissions or “soft dollars” to obtain research and brokerage services that provide lawful and appropriate assistance in the investment decision-making process. Except for services that would be a Fund expense or as otherwise described below, the Investment Manager will limit the use of “soft dollars” to obtain research and brokerage services to services which constitute research and brokerage within the meaning of Section 28(e). Research services within Section 28(e) may include, but are not limited to, research reports (including market research); certain financial newsletters and trade journals; software providing analysis of securities portfolios; corporate governance research and rating services; attendance at certain seminars and conferences; discussions with research analysts; meetings with corporate executives; consultants’ advice on portfolio strategy; data services (including services providing market data, company financial data and economic data); advice from brokers on order execution; and certain proxy services. Brokerage services within Section 28(e) may include, but are not limited to, services related to the execution, clearing and settlement of securities transactions and functions incidental thereto (i.e., connectivity services between an investment manager and a broker-dealer and other relevant parties such as custodians); trading software operated by a broker-dealer to route orders; software that provides trade analytics and trading strategies; software used to transmit orders; clearance and settlement in connection with a trade; electronic communication of allocation instructions; routing settlement instructions; post trade matching of trade information; and services required by the SEC or a self regulatory organization such as comparison services, electronic confirms or trade affirmations.

In some instances, the Investment Manager may receive a product or service that may be used only partially for functions within Section 28(e) (e.g., an order management system, trade analytical software or proxy services). In such instances, the Investment Manager will make a good faith effort to determine the relative proportion of the product or service used to assist the Investment Manager in carrying out its investment decision-making responsibilities and the relative proportion used for administrative or other purposes outside Section 28(e). The proportion of the product or service attributable to assisting the Investment Manager in carrying out its investment decision-making responsibilities will be paid through brokerage commissions generated by client transactions and the proportion attributable to administrative or other purposes outside Section 28(e) will be paid for by the Investment Manager from its own resources. Research and brokerage services obtained by the use of commissions arising from the Fund’s portfolio transactions may be used by the Investment Manager

in its other investment activities and thus, the Fund may not necessarily, in any particular instance, be the direct or indirect beneficiary of the research or brokerage services provided.

Although the Investment Manager will make a good faith determination that the amount of commissions paid is reasonable in light of the products or services provided by a broker, commission rates are generally negotiable and thus, selecting brokers on the basis of considerations that are not limited to the applicable commission rates may result in higher transaction costs than would otherwise be obtainable. The receipt of such products or services and the determination of the appropriate allocation in the case of "mixed use" products or services creates a potential conflict of interest between the Investment Manager and its clients.

When appropriate, the Investment Manager may, but is not required to, aggregate client orders to achieve more efficient execution or to provide for equitable treatment among accounts. Clients participating in aggregated trades are allocated securities based on the average price achieved for such trades.

The Fund reserves the right, in its sole discretion, to change the brokerage and custodial arrangements described above without further notice to Members.

15. Reports to Members

The Members will receive unaudited monthly statements of the status of their respective Units from the Administrator and a monthly investment letter from the Investment Manager.

In general, the Fund's financial statements will be prepared in accordance with generally accepted accounting principles ("GAAP").

16. Fiscal Year and Fiscal Periods

The Fund has adopted a fiscal year ending on December 31. Since Members may be admitted and additional capital contributions and withdrawals may be made during the course of a fiscal year, the Limited Liability Company Agreement provides for Fiscal Periods, which are portions of a fiscal year, for the purpose of allocating net profits and net losses, due to changes occurring in the value of the Units at such times.

17. Other Provisions of the Limited Liability Company Agreement

Term of the Fund

The Fund will continue from year to year subject to termination as provided in the Limited Liability Company Agreement.

Liability of Members and Indemnification of the Manager and the Investment Manager

Neither the Manager, the Investment Manager, their members, principals, officers, directors, employees or affiliates, nor any person designated to wind up the affairs of the Fund pursuant to the Limited Liability Company Agreement will be liable for any loss or cost arising out of or in connection with any act or activity undertaken (or omitted to be undertaken) in connection with the Fund, except for any liability caused by his, her or its gross negligence, willful misconduct or violations of applicable law.

The Fund will, to the fullest extent legally permissible under the laws of the State of Delaware, indemnify the Manager, the Investment Manager, their members, principals, officers, directors, employees and affiliates, and any persons designated to wind up the affairs of the Fund pursuant to the Limited Liability Company Agreement (each, an "Indemnitee") against any and all loss, liability and

expense incurred or suffered in connection with the good faith performance by the Indemnitee of their responsibilities to the Fund; provided, however, that an Indemnitee will not be indemnified for losses resulting from his, her or its own gross negligence, willful misconduct or violations of applicable law. To the extent legally permissible, the Fund will, at the request of the Manager or the Investment Manager, advance amounts and/or pay expenses as incurred in connection with its indemnification obligation.

A Member, solely by virtue of being a Member, will not be personally liable for any debt or obligation of the Fund in excess of his or her Account Net Asset Value. Under certain circumstances, a Member may, under Delaware law, be required to return for the benefit of creditors, amounts previously distributed to him or her.

It is noted that under Delaware law, the debts, liabilities and obligations of each portfolio will only be enforceable against the assets of the same portfolio and not against the assets of any other portfolio.

Amendment of the Limited Liability Company Agreement

The Limited Liability Company Agreement may be amended by the Manager acting alone in any manner that does not materially adversely affect any Member or to effect any change in applicable laws or regulations. The Limited Liability Company Agreement may also be amended by action of both the Manager and Members owning a majority-in-interest of the Units outstanding of all the Members. Additional series or classes of interests in the Fund may be added upon the approval of the Manager without notice to Members.

Dissolution of the Fund

The Fund may be dissolved at any time by the Manager, whereupon its affairs shall be wound up by the Manager (or a person or persons appointed by the Manager). The retirement, dissolution or bankruptcy of the Investment Manager will dissolve the Fund. The affairs of the Fund shall be promptly wound up by the Manager or by the person or persons previously designated by the Manager, or if no such designation has been made, the person selected by a majority-in-interest of the Units outstanding of the Members. Such person shall take all steps necessary or appropriate to wind up the affairs of the Fund as promptly as practicable.

Neither the admission of Members nor the retirement, bankruptcy, death, dissolution, or legal incapacity of any Member will dissolve the Fund.

Power of Attorney

The Manager has been granted an irrevocable power of attorney to sign on behalf of each Member a Certificate of Formation and any amendments thereto or termination thereof, as well as any documents required by reason of the dissolution of the Fund or any documents required to be submitted by the Fund to any governmental or administrative agency or body, to any securities exchange, board of trade, clearing corporation or association or to any self-regulatory organization or trade association.

18. Taxation

United States Taxation

The Fund has been advised by its counsel, Seward & Kissel LLP, that, under present law, the Fund will be treated as a partnership and will not be a taxable entity for Federal income tax purposes. Instead, each Member will be required to take into account for each fiscal year, for purposes of computing his own income tax, his proportionate share of the various items of taxable income, deduction

and loss in the manner allocated to him pursuant to the Limited Liability Company Agreement, whether or not any income is paid out to him. The manner in which such items of taxable income, deduction and loss are allocated among the Members is set forth in Article VII of the Limited Liability Company Agreement. Such items of taxable income, deduction and loss will be required to be taken into account in the taxable year of the Member in which the fiscal year of the Fund ends.

Under Section 7704 of the Internal Revenue Code of 1986, as amended (the "Code"), a partnership that meets the definition of a "publicly traded partnership" may be taxable as a corporation. Based on the contemplated operations of the Fund, it is expected that the Fund should not be treated as a "publicly traded partnership." However, even if it were considered to be publicly traded, the Fund would be taxed as a corporation only if less than 90% of its gross income for any taxable year consisted of "qualifying income," which term includes, among other things, interest, dividends, and gains from the sale of securities. It is anticipated that 90% or more of the Fund's income for each of its taxable years will be "qualifying income," and that, accordingly, even if the Fund were considered to be publicly traded, it would still be treated as a partnership for Federal income tax purposes. If the Fund were taxed as a corporation, the Fund's income would be subject to corporate income tax, which would significantly reduce the return that an investor would derive from the Fund.

Under the Limited Liability Company Agreement, the Manager will have the discretion to allocate specially an amount of the Fund's taxable gains or losses to a retiring Member to the extent that the Member's Account Net Asset Value exceeds, or is less than, his Federal income tax basis in his interest in the Fund. There can be no assurance that the Internal Revenue Service would accept such a special allocation. If the special allocation was successfully challenged by the Internal Revenue Service, the Fund's taxable gains or losses allocable to the remaining Members would be increased.

The Fund will be required each year to make the determination as to whether it will take the position for Federal income tax purposes that it is (i) a trader in securities or, alternatively, (ii) an investor in securities. This determination will be made separately each year based primarily on the level of the Fund's securities activities during the particular year. Accordingly, the Fund's status as a trader or an investor may vary from year to year and is difficult to predict in advance. If the Fund is characterized as a trader, each Member who is an individual may deduct his share of expenses of the Fund under Section 162 of the Code as a business expense. Alternatively, if the Fund is characterized as an investor (which is likely in light of the Fund's investment approach), the expenses of the Fund will be investment expenses deductible under Section 212 of the Code and as such, would be deductible by an individual only to the extent that his share of such expenses, when combined with his other "miscellaneous itemized deductions", exceeds 2% of his adjusted gross income. Further, the amount of "miscellaneous itemized deductions" in excess of such 2% floor is subject to the overall limitation on itemized deductions imposed by Section 68 of the Code. Also, the amount in excess of such 2% floor would be considered a tax preference item in computing the alternative minimum tax for an individual taxpayer. Payments made by the Fund with respect to notional principal contracts, such as swaps, may be subject to the foregoing limitations on deductibility. Expenses connected with the marketing and issuing of interests in the Fund are not deductible.

The income and losses of the Fund are not income and losses from a "passive activity" within the meaning of Section 469 of the Code. Accordingly, (i) the deduction by a Member of his share of the losses or deductions of the Fund will not be restricted under Section 469 of the Code, and (ii) a Member who is an individual will not be able to offset losses or deductions from "passive activities" against his share of income or gain of the Fund.

Since the Fund will invest in the securities of foreign issuers, the Fund's income may be subject to foreign income taxes, including withholding taxes. A Member may elect either to deduct his share of such foreign taxes in computing his Federal taxable income or treat his share of such foreign taxes as a credit against Federal income taxes, subject to certain limitations. No deduction for foreign taxes may be claimed by an individual who does not itemize deductions.

Under Section 988 of the Code, gains and losses from the disposition of foreign currencies, from the disposition of debt securities denominated in a foreign currency, or from the disposition of certain foreign currency contracts, which are attributable to fluctuations in the value of the foreign currency between the date of acquisition and the date of disposition are treated as ordinary income or loss. Similarly, gains or losses attributable to fluctuations in exchange rates between the time interest, other receivables, expenses or other liabilities denominated in a foreign currency are accrued and the time such receivables or liabilities are collected or paid are treated as ordinary income or loss.

The Fund may invest in certain foreign entities that will be "passive foreign investment companies" ("PFICs"). Under the PFIC rules, unless the Fund makes one of the elections described below, any gain realized on the sale or other disposition of shares in a PFIC generally will be treated as ordinary income and subject to tax as if (i) the gain had been realized ratably over the Fund's holding period and (ii) the amount deemed realized had been subject to tax in each year of that holding period at the highest applicable tax rate and, in addition to the tax, an interest charge at the rate generally applicable to underpayments of tax will be imposed. The Fund may elect, provided the PFIC complies with certain reporting requirements, to have a PFIC in which the Fund invests treated as a "qualified electing fund," in which case the Fund would include annually in its gross income its pro rata share of the PFIC's net ordinary income and net realized capital gains, whether or not such amounts are actually distributed to the Fund. Any net operating losses or net capital losses of the PFIC will not pass through to the Fund and will not offset any ordinary income or capital gains of the PFIC reportable to the Fund in subsequent years (although such losses would ultimately reduce the gain, or increase the loss, recognized by the Fund on its disposition of its shares in the PFIC). Alternatively, the Fund could elect under Section 1296 of the Code to "mark-to-market" stock in certain PFICs and thereby avoid being subject to the deferred tax and interest charge provisions discussed above. However, there can be no assurance that the Fund will be able to make either of these elections with respect to certain PFICs. Members may be subject to Internal Revenue Service ("IRS") reporting requirements with respect to the Fund's investments in PFICs.

The IRS has released final Treasury Regulations expanding previously existing information reporting, record maintenance and investor list maintenance requirements with respect to certain "tax shelter" transactions (the "Tax Shelter Regulations"). The Tax Shelter Regulations may potentially apply to a broad range of investments that would not typically be viewed as tax shelter transactions, including investments in investment partnerships and portfolio investments of investment partnerships. Under the Tax Shelter Regulations, if the Fund engages in a "reportable transaction," the Fund and, under certain circumstances, a Member would be required to (i) retain all records material to such "reportable transaction"; (ii) complete and file IRS Form 8886, "Reportable Transaction Disclosure Statement" as part of its Federal income tax return for each year it participates in the "reportable transaction"; and (iii) send a copy of such form to the IRS Office of Tax Shelter Analysis at the time the first such tax return is filed. The scope of the Tax Shelter Regulations may be affected by further IRS guidance. Non-compliance with the Tax Shelter Regulations may involve significant penalties and other consequences. Each Member should consult his own tax advisers as to his obligations under the Tax Shelter Regulations.

The advice from Seward & Kissel LLP on U.S. Federal tax matters is based on the assumption that the Fund will be organized and operated in the manner contemplated by the Fund and under present provisions of the laws and regulations issued thereunder and the cases and rulings interpreting such laws and regulations. There can be no assurance that the positions the Fund takes on its tax returns with respect to expenses or otherwise will be accepted by the IRS.

As promptly as practicable after the end of each fiscal year, the Fund will send to each Member a report indicating the amounts representing his respective share of net long-term capital gain or loss, net short-term capital gain or loss, operating profit or loss, and other appropriate items of income and deduction for purposes of reporting such amounts for Federal income tax purposes. The Fund intends to treat each Portfolio as a separate partnership for Federal income tax purposes. Accordingly, if a Member invests in more than one Portfolio, the Member will receive a Schedule K-1 with respect to each Portfolio in which he invests.

United Kingdom Taxation

The Manager intends to conduct the affairs of the Fund so that it neither becomes resident in the United Kingdom for tax purposes nor carries on a trade in the United Kingdom through a branch or agency. Therefore the Fund will not be subject to United Kingdom tax other than on United Kingdom source income. The Fund does not expect to have any United Kingdom investors.

General

A Member (and each employee, representative, or other agent of the Member) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of an investment in the Fund and all materials of any kind (including opinions or other tax analyses) that are provided to the Member relating to such tax treatment and tax structure.

The tax consequences of an investment in the Fund may vary depending upon the particular circumstances of each prospective Member. Accordingly, each prospective Member should consult his own tax advisers with respect to the effect of an investment in the Fund on his personal tax situation and, in particular, the state and local tax consequences to him of an investment in the Fund.

19. ERISA and Retirement Plan Matters

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

The Fund may accept subscriptions from pension and profit-sharing plans maintained by U.S. corporations and/or unions, individual retirement accounts and Keogh plans, entities that invest the assets of such accounts or plans and other entities investing plan assets (all such entities are herein referred to as "Benefit Plan Investors"), as well as subscriptions from plans maintained by governmental entities, churches and non- U.S. companies. It is anticipated that, at various times, participation by Benefit Plan Investors in the Fund may be significant and result in the assets of one or more Portfolios being subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and/or Section 4975 of the Code.

Certain duties, obligations and responsibilities are imposed on persons who serve as fiduciaries with respect to employee benefit plans or accounts; for example, ERISA and the Code prohibit acts of fiduciary self-dealing and certain transactions between a "plan" and "parties-in-interest" or "disqualified persons" (as such terms are defined in ERISA and the Code). In the Fund's Subscription Agreement, each plan and account investor will be required to represent that the person who is making the decision to invest in the Fund (its "Fiduciary") is independent and has not relied on any advice from the Fund, the Investment Manager, any placement agent associated with the Fund, or any of their affiliates with respect to the investment in the Fund. Fiduciaries will also be asked to determine (i) that the investment in the Fund is prudent, (ii) that the structure, incentives and operation of the fee arrangements have been adequately disclosed, further the interests of the investors and provide reasonable compensation to the Investment Manager and its affiliates, (iii) that the calculation of the net asset value of a capital account as described in the Limited Liability Company Agreement represents the fair market value of the Units of limited liability company interests; (iv) that the investor's current and anticipated liquidity needs will be met, given the limited rights to redeem or transfer the limited liability company interests, (v) that the investment will permit the investor's overall portfolio to remain adequately diversified, (vi) that the investment in the Fund and investment program described in this Memorandum are permitted under the laws, rules and documents governing the investor and (vii) with respect to any plans maintained by governmental entities, churches and non- U.S. companies, that their investment will not subject the Fund's assets to any other law or regulation specifically applicable to governmental, church or non- U.S. plans ("Similar Law") or that by complying with the provisions of ERISA during any period when participation in the applicable Portfolio by Benefit Plan Investors is "significant" within the

meaning of the regulations at 29 CFR § 2510.3-101, as modified in application by Section 3(42) of ERISA (the "Plan Assets Regulation"), the Investment Manager will also have complied with any applicable Similar Law. Accordingly, Fiduciaries should consult their own investment advisors and their own legal counsel regarding the investment in the Fund and its consequences under applicable law, including ERISA, the Code and any Similar Law.

Generally, when a benefit plan invests in another entity, the plan's assets include its investment, but do not, solely by reason of its investment, include any of the underlying assets of an entity. However, the U.S. Department of Labor issued the Plan Assets Regulation, which defines the circumstances under which this general rule does not apply with respect to plans or accounts subject to Title I of ERISA and/or Section 4975 of the Code (a "Plan"). In those circumstances, an investment in an entity, such as the Fund, by a Plan includes both its investment in the entity and an undivided interest in each of the underlying assets of the entity. For these purposes, each Portfolio will be treated as a separate entity. Therefore, any person who exercises authority or control regarding the management or disposition of the underlying assets of that entity is a fiduciary to each Plan investing in the entity directly or indirectly through a Benefit Plan Investor. Under the Plan Assets Regulation, the underlying assets of the Portfolio will be deemed to be plan assets if participation by Benefit Plan Investors in the Portfolio equals or exceeds 25% or more of any class of equity interests, excluding from this calculation any non-Benefit Plan Investor interests held by the Investment Manager and certain affiliated persons and entities (the "25% Threshold"). The 25% Threshold is mechanical and is calculated after each contribution or redemption of any equity interest.

The Investment Manager anticipates that participation by Benefit Plan Investors in one or more Portfolios may, at various times, equal or exceed the 25% Threshold (each such Portfolio that equals or exceeds the 25% Threshold, a "Plan Asset Portfolio"). During these periods, the Investment Manager will be a fiduciary to each Plan investing in the Plan Asset Portfolio directly or indirectly through a Benefit Plan Investor. ERISA provides that a fiduciary may delegate its fiduciary duties (other than trustee duties) to "investment managers" (as defined in Section 3(38) of ERISA). The Investment Manager meets the requirements to be an investment manager: it is registered as an investment adviser under the Investment Advisers Act of 1940, as amended, and the Investment Manager acknowledges its status as a fiduciary with respect to each Plan investing in the Plan Asset Portfolio directly or indirectly through a Benefit Plan Investor during any period when the Portfolio equals or exceeds the 25% Threshold. Provided the procedures under the Plan's documents are followed, the fiduciary authorizing investment and thereby appointing the Investment Manager as an investment manager will not be liable for any fiduciary breaches the Investment Manager may commit, unless the appointing fiduciary knowingly participates in or knowingly conceals the breach. As with any Plan investment, fiduciaries must prudently select and monitor the continuing performance of the Investment Manager and will be liable for failing to exercise their fiduciary duties in this regard.

During any period when it is a fiduciary to a Plan investor, the Investment Manager, under Section 406 of ERISA and Section 4975(c)(1) of the Code, will be prohibited from causing the Plan Asset Portfolio to engage in certain transactions with "parties in interest" or "disqualified persons". The definitions of the terms "party in interest" and "disqualified person" are substantially similar, and include a Plan's fiduciaries and service providers, the Plan sponsors and other parties having relationships to such persons. Among the transactions that are prohibited are sales or leasing of property, extensions of credit and the furnishing of services between the Plan Asset Portfolio and a party in interest or a disqualified person to a Plan. In addition, ERISA and the Code prohibit fiduciaries from engaging in acts of self-dealing in transactions involving Plan assets. In order to enable the Fund to comply with the prohibited transaction rules under ERISA and the Code, each Plan investor is required to deliver to the Investment Manager, in writing, all of the information that the Investment Manager may require or request in order to avoid violations of any provisions of ERISA or any other laws applicable to the investor, and to notify the Investment Manager, promptly and in writing, of any change in the information so furnished.

While the prohibited transaction rules may restrict the Plan Asset Portfolio from engaging in certain transactions in which it might otherwise engage if it were not subject to such rules, both ERISA and the Code contain various exemptions from the prohibited transaction rules that will permit the

Investment Manager to conduct the business of the Fund. Among these prohibited transaction exemptions are an exemption for reasonable arrangements with a party in interest or disqualified person for necessary services, an exemption for transactions with service providers for adequate consideration, an exemption for securities lending transactions and an exemption for qualified professional asset managers (“QPAMs”). The U.S. Department of Labor Prohibited Transaction Exemption 84-14, as amended (the “QPAM Exemption”) generally permits transactions with most parties in interest and disqualified persons if such transactions are entered into on behalf of a Plan investor by a QPAM. The Investment Manager currently meets the requirements to qualify as a QPAM.

If the U.S. Department of Labor or the Internal Revenue Service determines that any transaction entered into by a Plan Asset Portfolio constitutes a non-exempt prohibited transaction, the party in interest or the disqualified person involved in the transaction would be liable to pay an excise tax and the Investment Manager would be required to correct the prohibited transaction by rescinding the transaction and restoring to the Plan any loss resulting from such prohibited transaction.

All Plans subject to Title I of ERISA (“ERISA Plans”) are required to file annual reports (Form 5500) with the U.S. Department of Labor setting forth the fair market value of all ERISA Plan assets. Under ERISA’s general reporting and disclosure rules, ERISA Plans are required to include information regarding their assets, expenses and liabilities. The Investment Manager will provide any information requested to complete the annual report. ERISA Plans are also required to make a determination that the Fund-related compensation paid to the Investment Manager or its affiliates is “reasonable” within the meaning of Section 408(b)(2) of ERISA. The regulation at 29 C.F.R. §2550.408b-2 (the “408(b)(2) Regulation”) provides that in order for such compensation to be “reasonable”, certain prospective disclosures must be made by the Investment Manager to ERISA Plan investors. To facilitate a plan administrator’s compliance with these requirements, it is noted that the descriptions of the fees and expenses (including but not limited to any Management Fees payable to the Investment Manager and its affiliates) contained in this Memorandum, the Investment Manager’s Form ADV, and the Fund’s audited financial statements and the notes thereto, are intended to satisfy (i) the alternative reporting option for “eligible indirect compensation” on Schedule C of Form 5500 and (ii) the disclosure requirements of the 408(b)(2) Regulation. The Investment Manager will, upon written request, furnish any other information relating to the Investment Manager’s compensation received in connection with the Fund that is required for such ERISA investor to comply with the reporting and disclosure requirements of Title I of ERISA and the regulations, forms and schedules issued thereunder. The Investment Manager may, in its sole discretion, elect to utilize the alternative filing method provided for in regulations promulgated by the U.S. Department of Labor with respect to Form 5500, in which case each ERISA Plan investor consents to the disclosure required to be made in such filing.

To protect ERISA Plans against loss as a result of fiduciary misconduct, Section 412 of ERISA requires that certain ERISA Plan fiduciaries be bonded. The Investment Manager intends to comply with the bonding requirements of ERISA.

Section 403(a) of ERISA generally requires that all assets of ERISA Plans be held in trust; however, while the assets of the Plan Asset Portfolios may, at various times, be deemed plan assets, the U.S. Department of Labor regulations provide that the holding in trust requirement is satisfied for entities such as the Fund if the indicia of a Plan’s ownership of an interest in the Fund is held in trust by the Plan’s trustees. Plan investors will be required to represent in the Subscription Agreement that the Subscription Agreement represents the investing Plan’s indicia of ownership in the Fund for purposes of Section 403(a) of ERISA and that the Subscription Agreement will be held in trust by the Plan trustee or custodian. The Fund has engaged State Street, a Massachusetts trust company, as custodian.

Benefit plans maintained by governmental entities, churches and non- U.S. companies are not subject to Title I of ERISA or Section 4975 of the Code. However, federal, state or local laws or regulations governing the investment and management of the assets of such plans may contain fiduciary and prohibited transaction requirements similar to those under ERISA and the Code discussed above and may include other limitations on permissible investments. Accordingly, fiduciaries of governmental, church and non- U.S. plans, in consultation with their advisors, should consider the requirements of any

applicable Similar Law with respect to investments in the Fund, as well as the ERISA fiduciary considerations discussed above. The fiduciary of each prospective governmental, church or non- U.S. plan investor will be required to represent and warrant that the investment in the Fund and the investment program described in this Memorandum is permissible, has been duly authorized, complies in all respects with applicable Similar Law and that by complying with the provisions of ERISA during any period when participation in the applicable Portfolio by Benefit Plan Investors is "significant" within the meaning of the Plan Assets Regulation, the Investment Manager will also have complied with any applicable Similar Law.

The above statements are based on advice received by the Fund as to ERISA matters from Seward & Kissel LLP.

AVI VALUE FUND LLC

APPENDIX A

ERISA Section 408(b)(2) Fee Disclosure Guide

Guide to Services and Compensation

The following is a guide to important information contained in this Memorandum and in other relevant documentation that certain “covered plan” investors should consider in connection with the services provided by the Investment Manager to your plan as a result of its direct equity investment in the Fund. This guide will direct you to disclosure that is intended to satisfy the requirements of the U.S. Department of Labor regulation at 29 C.F.R. § 2550.408b-2 (the “408(b)(2) Regulation”).

Should you have any questions concerning this guide or the information provided to you concerning our services or compensation, please contact John Kidd at +44 20 7659 4800 or John.Kidd@assetvalueinvestors.com.

Required Information	Location / Responses
Description of the services to be provided by the Investment Manager to the Fund.	Memorandum – Section 2 – “Investment Objective, Permissible Investments and Restrictions”.
A statement that the Investment Manager’s services, in its capacity as investment adviser of the Plan Asset Portfolios, may be provided as an ERISA fiduciary.	Memorandum -- Section 19 - “ERISA and Retirement Plan Matters”.
A description of all “indirect compensation” received by the Investment Manager and/or its affiliates (as defined in the 408(b)(2) Regulation).	<p><u>Management Fee:</u> Memorandum -- Section 11 – “Fees and Expenses of the Fund – Management Fee”.</p> <p><u>Soft Dollars:</u> The Investment Manager may receive proprietary and third-party research and brokerage products and services from certain broker-dealers that execute trades for all of the Investment Manager’s clients, including the Fund. Proprietary research generally includes analysis, forecasts and in-house research and does not generally have a readily available identifiable value. The following brokers are, as of the date of this Memorandum, the principal providers of such research and brokerage to the Investment Manager:</p> <ul style="list-style-type: none"> • CLSA (UK) • TD Securities Ltd • Sardis Capital Ltd • Kepler Cheuvreux • Jefferies International Ltd • Societe Generale <p>See also Memorandum -- Section 14 – “Brokerage”.</p> <p><u>Gifts and Entertainment:</u> From time to time, third-party vendors (such as prime brokers and other Fund service providers) may provide the Investment Manager’s employees and/or principals with non-monetary gifts and gratuities, such as promotional items (e.g., coffee mugs, calendars, or gift baskets), meals,</p>

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	<p>tickets to sporting and other events and access to certain industry related conferences (collectively, "gifts"). The Investment Manager has implemented policies and procedures intended to identify, quantify and track such gifts. Based on historic trends, the Investment Manager does not expect to receive gifts that exceed the <i>de minimis</i> thresholds under U.S. Department of Labor Form 5500 Schedule C reporting requirements with respect to any ERISA Plan investor in the Fund.</p>
<p>A description of compensation paid among related parties which is set on a transaction basis or which is charged directly against the plan's investment and reflected in the net value of the investment.</p>	<p>The Manager may agree to pay to persons who are instrumental in the sale of interests in the Fund ("Sponsors") a portion of the fees attributable to such interests that would otherwise be paid to the Manager. The portion of such fees, if any, payable to any Sponsor will be fixed by the Manager, and will not result in any additional fees being payable or chargeable to the Fund or any prospective Member. It is noted that if a Sponsor is instrumental in the sale of interests in the Fund to a particular investor, the Sponsor may, in certain limited situations, charge such Member a fully disclosed sales charge. Investors who do not make their contribution to the Fund through such Sponsors will not be subject to any such sales charge. In no event will any sales charges be payable by or chargeable to the Fund. See Memorandum -- Section 8 -- "Prospective Investors".</p> <p>If your investment was made through a placement agent or similar person, please review your individual arrangement for information regarding compensation the Investment Manager may pay to such person.</p>
<p>A description of the compensation the Investment Manager will receive if you terminate your investment in the Fund (including a description of whether any prepaid fees payable to the Investment Manager will be refunded, if applicable).</p>	<p>The Management Fee will be prorated for any period that is less than a full month. Since the Management Fee is accrued monthly and payable in arrears in monthly, no refund for prepaid fees would be contemplated. See Memorandum -- Section 11 -- "Fees and Expenses of the Fund -- Management Fee".</p>
<p>Any compensation that will be charged directly against the amount invested, such as commissions, sales loads, sales charges, deferred sales charges, redemption fees, surrender charges, exchange fees, account fees, and purchase fees, and that is not included in the annual operating expenses described below.</p>	<p>Capital contributions may be made in cash, in securities, or in a combination of cash and securities, in the sole discretion of the Fund, provided, however, that costs incurred by the Fund in connection with selling or transferring such securities may be borne by the Member making such capital contribution. See Memorandum -- Section 9 -- "Procedure for Becoming a Member".</p>
<p>Total annual operating expenses.</p>	<p>Memorandum -- Section 11 -- "Fees and Expenses of the Fund".</p> <p>The Fund will bear operating expenses, including the Management Fee, organizational expenses, legal fees, brokerage and other expenses incurred in connection with the acquisition, holding and disposition of investments, research</p>

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	<p>fees and expenses and any other expenses reasonably related to the purchase, sale or transmittal of Fund assets, fees charged by accountants for their professional services, fees and charges of the administrator and custodian, and other expenses related to the Fund. Fund expenses specifically attributable to a particular Portfolio, as determined by the Manager in its sole discretion, will be allocated to such Portfolio. Fund expenses not specifically attributable to a particular Portfolio will be allocated among the Portfolios on an equitable basis as determined by the Manager in its sole discretion. Generally, the Manager intends to allocate such expenses pro-rata among the Portfolios based on the comparative assets of each Portfolio. Organizational expenses of the Fund have been paid.</p> <p>Please also refer to the Fund's most recent audited financial statement. While the expenses and expense ratio may vary depending on, among other factors, the size of the Fund and the various points in the investment, holding, and disposition periods of the Fund, it is anticipated that Fund expenses will continue to be similar to past experiences, although there can be no assurances in this regard. Updated information regarding operating expenses will be provided annually in the Fund's audited financial statements, which are provided to the Fund's investors.</p>
Ongoing expenses in addition to annual operating expenses.	N/A.