

CONFIDENTIAL OFFERING MEMORANDUM

CRAYON JAUNE SCA SICAV- RAIF

An investment company with variable capital qualifying as a reserved alternative investment fund (*société d'investissement à capital variable - fonds d'investissement alternatif réservé*) incorporated as a Luxembourg corporate partnership limited by shares (*société en commandite par actions*)

16 December 2024

THE FUND QUALIFIES AS A RESERVED ALTERNATIVE INVESTMENT FUND (*FONDS D'INVESTISSEMENT ALTERNATIF RESERVE*) SUBJECT TO THE LUXEMBOURG LAW OF 23 JULY 2016 ON RESERVED ALTERNATIVE INVESTMENT FUNDS (AS AMENDED FROM TIME TO TIME) AND IS NOT SUBJECT TO THE SUPERVISION OF ANY SUPERVISORY AUTHORITY, INCLUDING THE LUXEMBOURG FINANCIAL SUPERVISORY AUTHORITY (*COMMISSION DE SURVEILLANCE DU SECTEUR FINANCIER – CSSF*).

THIS OFFERING MEMORANDUM HAS BEEN PROVIDED TO INVESTORS SOLELY ON THE BASIS OF PRE-MARKETING EFFORTS AND, AS SUCH, NO APPROVAL HAS BEEN OBTAINED TO MANAGE AND/OR MARKET THE PARTNERSHIP IN ACCORDANCE WITH SECTIONS 31-33 OF DIRECTIVE 2011/61/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 8 JUNE 2011 ON ALTERNATIVE INVESTMENT FUND MANAGERS, AS AMENDED. CONSEQUENTLY, THIS OFFERING MEMORANDUM IS IN DRAFT FORM AND DOES NOT CONSTITUTE AN OFFER OR AN INVITATION FOR AN OFFER FOR INTERESTS IN THE PARTNERSHIP TO INVESTORS. INVESTORS CANNOT SUBSCRIBE FOR INTERESTS IN THE PARTNERSHIP ON THE BASIS OF THIS OFFERING MEMORANDUM. FOR INVESTORS, THE INFORMATION PRESENTED HEREIN SHOULD NOT BE RELIED UPON AS IT MAY BE SUBJECT TO CHANGE.

IMPORTANT INFORMATION

CRAYON JAUNE SCA SICAV-RAIF (the "**Fund**") is a Luxembourg corporate partnership limited by shares (*société en commandite par actions*) which was incorporated on 2, December 2024 under the laws of the Grand Duchy of Luxembourg, having its registered office at 30, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, Grand Duchy of Luxembourg and is registered with the Luxembourg Trade and Companies Register ("**Register**") under number B291236. The Fund is a *société d'investissement à capital variable - fonds d'investissement alternatif réservé* pursuant to the Luxembourg law of 23 July 2016 relating to reserved alternative investment funds, as amended or supplemented from time to time ("**2016 Law**").

The Fund is managed by its managing general partner (*associé gérant commandité*), **Crayon Partners GP Lux SARL**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 30, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg and is registered with the Register under number B291091 ("**General Partner**").

The Shares of the Fund are not listed on a stock exchange.

The General Partner, on behalf of the Fund, has appointed Pure Capital S.A. ("**AIFM**") as the Fund's external and authorised alternative investment fund manager, within the meaning of the AIFMD and the AIFM Law (as these terms are defined below). The AIFM is responsible for the portfolio and risk management and for such other functions expressly permitted in the AIFMD and set out in the AIFM Agreement under the overall supervision of the General Partner.

The Fund is initially offering its Shares ("**Shares**") on the basis of the information contained in this offering memorandum (as may be amended, restated or supplemented from time to time, the "**Offering Memorandum**") and in the documents referred to herein which are deemed to be an integral part of this Offering Memorandum.

No person is authorized to give any information or to make any representations concerning the Fund other than as contained in this Offering Memorandum and in the documents referred to herein, and any purchase made by any person on the basis of statements or representations not contained in or inconsistent with the information and representations contained in this Offering Memorandum shall be solely at the risk of the Investor.

No supervisory authorities in Luxembourg or abroad have verified the adequacy or accuracy of this Offering Memorandum and this Offering Memorandum has not been approved or disapproved by the CSSF. Any representation to the contrary is unauthorized and unlawful.

There will be no public market for the Shares. Shares offered hereby are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the articles of incorporation of the Fund ("**Articles**") and this Offering Memorandum. Investors should be aware that they might be required to bear the financial risks of this investment for an indefinite period of time.

An investment in the Fund is reserved to Well-Informed Investors within the meaning of Article 2 of the 2016 Law. There will be no public offering of Shares to non-Professional Investors within the meaning of MiFID.

Furthermore, in accordance with the Articles, the General Partner may issue different classes of Shares (individually a "**Class**" and collectively the "**Classes**"), subject to the terms and conditions set forth in this Offering Memorandum and the articles. The General Partner may, at any time, create additional Classes of Shares whose features may differ from the existing Classes. Upon creation of new Classes, this Offering Memorandum will be updated or supplemented accordingly.

Distribution of this Offering Memorandum and the offering of the Shares may be restricted in certain jurisdictions. The AIFM will further seek to passport the distribution of the Shares in the Fund within certain Member States of the European Union. This Offering Memorandum does not constitute an offer or solicitation in a jurisdiction where to do so is unlawful or where the person making the offer or solicitation is not qualified to do so or where a person receiving the offer or solicitation may not lawfully do so. It is the responsibility of any person in possession of this Offering Memorandum and of any person wishing to apply for Shares to inform themselves of and to observe all applicable laws and regulations of relevant jurisdictions.

The Articles give powers to the General Partner to impose such restrictions as it may think reasonably necessary for the purpose of ensuring that no Shares are acquired or held by any person in breach of the law or the requirements of any country or governmental authority or by any person in circumstances which in the reasonable opinion of the General Partner might result in the Fund incurring any liability or taxation or suffering any other disadvantage which

the Fund may not otherwise have incurred or suffered. The General Partner may prohibit the acquisition by, the transfer to, or compulsorily redeem all Shares held by any such persons.

Nothing contained in this Offering Memorandum should be deemed to be a prediction or projection of future performance of the Fund. The value of the Shares may fall as well as rise and an Investor may not get back the amount initially or anytime invested. Income from the Shares will fluctuate in monetary terms and changes in rates of exchange will, among other things, cause the value of Shares to go up or down. The levels and bases of, and relief from, taxation may change.

Investors should inform themselves and should take appropriate advice on the legal requirements as to possible tax consequences, foreign exchange restrictions, investment requirements or exchange control requirements which they might encounter under the laws of the countries of their citizenship, residence, or domicile and which might be relevant to the subscription, purchase, holding or disposal of the Shares.

Applicable Law and Jurisdiction

The Fund is established under the laws of the Grand Duchy of Luxembourg.

By undertaking to subscribe Shares when submitting the Subscription Agreement or otherwise, the relevant Investor agrees to be bound by the terms and conditions of the Subscription Agreement, the Offering Memorandum and the Articles. This contractual relationship is governed by Luxembourg law. The parties agree to waive the application of any other jurisdiction to which the parties may be entitled, and any disputes which may arise out of or in connection with the execution, application or interpretation of this Offering Memorandum, or related with it directly or indirectly with the General Partner, the AIFM and any other Investor or between the actual Investors, will be submitted to the courts of the city of Luxembourg.

Each prospective investor is invited to meet with the Fund or the AIFM and its representatives to discuss with, ask questions of and receive answers concerning the terms and conditions of this offering of the Shares and to obtain any additional information, to the extent the Fund and/or the AIFM possesses such information or can acquire it without unreasonable effort or expense, necessary to verify the information contained herein, and such additional information shall be treated in a confidential manner.

All references in this Offering Memorandum to Euro, EUR or € are to the legal currency of the European Union.

Unless specifically otherwise indicated, statements in this Offering Memorandum are made as of 16 December 2024.

MANAGEMENT AND ADMINISTRATION

General Partner

Crayon Partners GP Lux SARL
30, Boulevard Royal
L-2449 Luxembourg
Grand Duchy of Luxembourg

Board of Managers of the General Partner

Thibault Weston Smith,
Directeur Général - Crayon Partners S.A.S.,
58 rue Bobillot,
75013 Paris
France

Orientis SARL
172 rue Pierre Krier
L-1880 Luxembourg
Represented by Jeffrey Nadal,
Independent Board member

AIFM

Pure Capital S.A.
2, rue d'Arlon
L - 8399 Windhof
Grand Duchy of Luxembourg

Domiciliary

Banque de Patrimoines Privés (BPP, member of Créand Group)
30, Boulevard Royal
L-2449 Luxembourg
Grand Duchy of Luxembourg

Investment Advisor

Crayon Partners S.A.S.
28 rue des Prairies
75020 Paris
France

UCI Administrator

Banque de Patrimoines Privés
30, Boulevard Royal
L-2449 Luxembourg
Grand Duchy of Luxembourg

Depository

Banque de Patrimoines Privés (BPP, member of Créand Group)
30, Boulevard Royal

L-2449 Luxembourg
Grand Duchy of Luxembourg

Approved Statutory Auditor

Ernst & Young S.A.
35E avenue John F. Kennedy
L-1855 Luxembourg
Grand Duchy of Luxembourg

Distributor

Indosuez Wealth Management
17, rue du Docteur Lancereaux
75008 Paris
France

CFM Indosuez Wealth SA
11 boulevard Albert 1^{er}
98000 MONACO

CA Indosuez (Switzerland) SA
4 Quai Général Guisan,
1204 Genève,
Suisse

Legal Advisers

DLA Piper France LLP
27, rue Laffitte
75009 Paris
France

Legal advisers of the Fund as to Luxembourg law matters

DLA Piper Luxembourg
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Grand Duchy of Luxembourg

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AGREED TERMS

1 Definitions and interpretation

- 1.1 The following definitions shall apply throughout this Offering Memorandum unless the context otherwise requires:

"1915 Law" means the Luxembourg law dated 10 August 1915 on commercial companies, as amended or supplemented from time to time.

"2016 Law" means the Luxembourg law dated 23 July 2016 relating to reserved alternative investment funds (*fonds d'investissement alternatifs réservés*), as amended or supplemented from time to time.

"Abort Costs" means all costs and disbursements incurred by, or on behalf of, the Fund in connection with proposed transactions by the Fund which do not proceed to completion.

"Accounting Date" means 31 December 2025 and 31 December in each year thereafter or such other date as the General Partner may determine and notify to the Shareholders or, in the case of the final Accounting Period of the Fund, the date when the Fund is ultimately dissolved.

"Accounting Period" means a period ending on and including an Accounting Date and beginning on the day following the immediately preceding Accounting Date or, in the case of the first Accounting Period, on the date of establishment of the Fund.

"Acquisition Cost" amounts effectively invested by the Fund for the acquisition of an Investment, including for the avoidance of doubt any cost or expenses incurred by the Fund and/or the General Partner and/or the AIFM (on behalf of the Fund) and/or the Investment Advisor related with the acquisition and treated as acquisition cost for accounting and tax purposes, including the Acquisition Fee, in accordance with the terms of this Offering Memorandum.

"Acquisition Fee" has the meaning given in clause 11.

"Administration Agreement" means the Fund's central administration agreement.

"Affiliate" means, in respect of an undertaking, any other undertaking which is a parent or a subsidiary of that first undertaking or which has a parent in common with that first undertaking or which is under common Control with that first undertaking. Nevertheless, Portfolio Companies shall not be deemed to be Affiliates of the Fund, the General Partner, the Investment Advisor or the AIFM, merely by reason of the fact that the Fund holds an Investment in such Portfolio Companies.

"AIF" means an alternative investment fund within the meaning of the AIFM Law.

"AIFM" means **Pure Capital S.A.**, having its registered office at 2, rue d'Arlon - L - 8399 Windhof (Grand Duchy of Luxembourg) and registered with the Register under number B152461, authorised by the CSSF as an authorised alternative investment fund manager according to the AIFM Law under number A00000550, or any replacement alternative investment fund manager (*gestionnaire*) of the Fund designated from time to time in accordance with the terms of this Offering Memorandum, provided that such replacement is authorised as an alternative investment fund manager (*gestionnaire*) according to the AIFM Law.

"AIFM Agreement" means any agreement designating the AIFM as the Fund's alternative investment fund manager pursuant to the AIFM Law.

"AIFM Fee" means the amount calculated in accordance with clause 12.

“AIFM Investment Committee” has the meaning given in clause 5.2.

“AIFM Law” means the Luxembourg Law of 12 July 2013 on Alternative Investment Fund Managers, as amended or supplemented from time to time.

“AIFM Rules” has the meaning given in clause 25.1.

“AIFMD” means the directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers, as implemented in Luxembourg by the AIFM Law.

“Alternative Investment Vehicle” has the meaning given in clause 2.11(b).

“AML Law” means any anti-money laundering law and regulation applicable to the Fund, the General Partner, the AIFM or the Investment Advisor, and in particular the law of 12 November 2004 on the fight against money laundering and terrorist financing, the law of 27 October 2010 enhancing the anti-money laundering and counter terrorist financing legal framework, the Grand-Ducal Regulation of 1 February 2010 providing details on certain provisions of the amended law of 12 November 2004, and the CSSF Regulation No 12-02 of 14 December 2012 on the fight against money laundering and terrorist financing, all as amended from time to time.

“Articles” means the articles of incorporation of the Fund.

“Auditors” means Ernst & Young S.A., or any replacement auditor (*réviseurs d'entreprise agréés*) as may be appointed by the General Partner from time to time.

Block: means a block of several Residential Units, with a minimum of six (6) Residential units per Block.

“Board of Managers” means the meaning given in clause 5.1.

“Business Day” means a day (not being a Saturday or Sunday or a public holiday) on which banks are generally open for non-automated business in Luxembourg and France.

“Capital Call” means a request for payment of a Capital Contribution issued by the General Partner or by any person to whom it has assigned the right to issue Capital Calls pursuant to clause 2.10(c).

“Capital Contribution” means in relation to a Shareholder, the amount contributed by such Shareholder to the capital of the Fund.

“Carried Interest” the amounts to be received by the Class D Shareholders as described in clauses 14.2 (b), 14.2 (c), 14.2 (d).

“Class(es)” means any class(es) of Shares issued by the General Partner on behalf of the Fund, whose assets shall be commonly invested according to the investment objective of the Fund, but where fee structure, distribution policy or target Shareholder, may be applied.

“Class A Shares” means the class of limited Shares (*actions de commanditaires*) as described in clause 4.1(a)

“Class A Shareholders” means the holder(s) of Class A Shares.

“Class B Shares” means the class of limited Shares (*actions de commanditaires*) as described in clause 4.1(b).

“Class B Shareholders” means the holder(s) of Class B Shares.

“Class C Shares” means the class of limited Shares (*actions de commanditaires*) as described in clause 4.1(c).

“Class C Shareholders” means the holder(s) of Class C Shares.

“Class D Shares” means the class of limited Shares (*actions de commanditaires*) as described in clause 4.1(c).

“Class D Shareholders” means the holder(s) of Class D Shares.

“Commitment” means in relation to an Investor the amount committed by it to the Fund (*obligation ferme de payer*) as mentioned in its Subscription Agreement (and accepted by the General Partner in accordance with the provisions of this Offering Memorandum and the relevant Subscription Agreement), whether or not such amount has been contributed in whole or in part and whether or not it has been repaid to such Investor in whole or in part, as further adjusted pursuant to this Offering Memorandum.

“Control” means the possession of the power to direct, or to cause the direction of, the management and policies of a person, whether through ownership of voting securities or by contract, and the terms **“Controlled”**, **“Controlling”** and **“Controls”** shall have correlative meanings.

“CRS” means common reporting standards developed by the Organisation for Economic Cooperation and Development.

“CSSF” means the Luxembourg financial regulatory authority (*Commission de Surveillance du Secteur Financier*).

“DAC 6” means Council Directive (EU) 2018/822 of 25 May 2018 amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation in relation to reportable cross-border arrangements.

“Default Interest Rate” means 350 basis points above EURIBOR.

“Defaulting Shareholder” has the meaning given in clause 4.4.

“Depository” means Banque de Patrimoines Privés, or such other credit institution or professional depositaries of assets other than financial instruments within the meaning of the amended Luxembourg law of 5 April 1993 on the financial sector, as may be appointed by the Fund from time to time.

“Depository Agreement” means the Fund's depository agreement.

“Distribution(s)” means any gross distribution to Investors in their status as such which the Fund makes (excluding for the avoidance of doubt any distribution of Equalisation Premium), including, expressly, distributions of earnings or reserves and redemptions of Shares or distribution of shares upon liquidation. For the avoidance of doubt, such amounts of withholding or interim tax payments withheld or deducted by the Fund from Distributions with respect to any Investor as required by law shall in any case be considered as if they had been distributed to such Investor for the purpose of this Offering Memorandum.

“Distribution Fee” has the meaning given in clause 9.

“Distributor” means Indosuez Wealth Management, CFM Indosuez Wealth SA, CA Indosuez (Switzerland) SA and/or any other distributor of the Shares of the Fund (as the case may be) as identified in the directory.

“Drawdown Notice” means a notice to draw funds given to the Shareholders by the Fund represented by the General Partner in such form as the General Partner may determine from time to time.

“Eligible Investor” means an Investor that (i) qualifies as a Well-Informed Investor (*investisseur averti*) as per article 2 of the 2016 Law, or (ii) is a director (*dirigeant*) or any other person involved in the management of the Fund.

“Equalisation Interest Rate” means 2% per annum.

“Equalisation Payment” has the meaning given in clause 3.4(a).

“Equalisation Premium” has the meaning given in clause 3.4(b).

“EURIBOR” means the European interbank market rate for the 3-month Euro deposits as quoted by the Financial Times during the period in question, it being specified that in the event of a negative rate such rate will not be inferior to zero or, if the Financial Times is not published or does not quote a rate, as quoted by a lending bank selected by the General Partner (for clarifying purposes, the term EURIBOR shall be referred to the European interbank market rate for the 3-month Euro, as its calculation method may be amended from time to time).

“Euro, EUR or €” means the currency used within the European Monetary System which is used as the reference accounting unit of the Fund as set forth in clause 2.5.

“FATCA” means Foreign Account Tax Compliance provisions enacted as part of the US Hiring Incentives to Restore Employment Act and codified in Sections 1471 through 1474 of the Code (Internal Revenue Code), all rules, regulations, intergovernmental agreements and other guidance issued or entered into thereunder, including, but not limited to, the Agreement Between the Government of the United States of America and the Government of the Grand Duchy of Luxembourg to Improve International Tax Compliance and to Implement FATCA (“IGA”) and its regulations, and all administrative and judicial interpretations thereof.

“Final Closing Date” means the date that is determined in its discretion by the General Partner, which must take place within twelve (12) months following the First Closing Date. Notwithstanding the foregoing, the General Partner may extend the referred period for an additional twelve (12) month period.

“First Closing Date” means the date on which the Commitment of an Investor (other than the Initial Limited Shareholder or the Management Entities) is accepted for the very first time by the General Partner.

“First Drawdown Date” means in relation to each Shareholder, the date upon which the first drawdown of its Commitment is due pursuant to clause 3.3.

“Fund” means Crayon Jaune SCA SICAV-RAIF.

“Gross Asset Value” or “GAV” means the gross asset value of the portfolio, being the total value of all Investments, as determined in accordance with the valuation rules.

“General Meeting” means the general meeting of Shareholders of the Fund.

“General Partner” means **Crayon Partners GP Lux SARL**, a private limited liability company (*société à responsabilité limitée*) formed and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 30, Boulevard Royal -L-2449 Luxembourg (Grand Duchy of Luxembourg), and registered with the Register under number B291091 the unlimited shareholder and manager (*associé gérant commandité*) of the Fund; the references to the exercise of any determinations, discretions and the making of decisions shall be references to the General Partner acting on behalf of the Fund.

“Indemnified Person” means the General Partner, the AIFM, the Investment Advisor or any of their Affiliates, any officer, director, shareholder, member, partner or employee of the General Partner, the AIFM, the Investment Advisor or any of their Affiliates.

“Ingoing Flows” means the aggregate amounts paid to the Shareholders by the Fund.

“Initial Limited Shareholder” means Crayon Partners, a French *société par actions simplifiée*, having its registered office at 28, rue des Prairies 75020 Paris and registered with the Paris Trade et Companies register under number 984 610 360.

“Invest Europe” means Invest Europe - *The Voice of Private Capital* (formerly, European Private Equity and Venture Capital Association).

“Investment(s)” any investment made or to be made (as the context requires) by the Fund, either directly or indirectly through one or more Investment Holding Company(ies), it being specified that several investments in Local Property Cos may be made via one or several Investment Holding Company(ies).

“Investment Advisor” means Crayon Partners, a French *société par actions simplifiée*, having its registered office at 28 rue des Prairies - 75020 Paris (France) and registered with the Paris Trade and Companies Register under number 984 610 360. Crayon Partners holds a professional real estate transaction license (*Carte Professionnelle Immobilière*) under the number CPI 7501 2024 000 000 256 and has the status of Financial Investment Advisor (*Conseiller en Investissements Financiers*) from the French authority ORIAS, under the number 24004502, as a member of LA COMPAGNIE DES CGP-CIF. It has professional liability insurance and a financial guarantee from AIG Insurance, or any Affiliate of the General Partner that may commence operation as an additional or a successor investment advisor to the Fund or to the AIFM in respect of the Fund.

“Investment Advisory Agreement” means any agreement designating an Investment Advisor as an investment advisor to the AIFM in the context of the management of the Fund.

“Investment Holding Company” (and “Investment Holding Companies”) means any entity established and financed by the Fund in order to acquire and hold, directly or indirectly, one or more investments according to the Investment Policy and without material active business operations of its own.

“Investment Period” means the period from First Closing Date until the second (2nd) anniversary of the First Closing Date, provided that this period may be extended by the General Partner at its discretion by an additional one (1) year period (or such later date as is proposed by the General Partner and approved by a Shareholders’ Ordinary Consent).

“Investment Policy” means the investment policy of the Fund as described in this Offering Memorandum.

“Investment Team” means each individual who from time to time is an operator, partner, director or a senior employee of the AIFM, the General Partner or Investment Advisor, each of them dedicating their business time and involved in the investment and/or divestment process in relation to the Fund.

“Investor” means any individual or entity who has subscribed for a Commitment.

“Lender” means any person who has advanced money to the Fund, to any Investment Holding Company(ies), Local Property Cos or to any Portfolio Company, including obligations evidenced by notes, bonds, debentures or other similar financial instruments, or who has acquired from a previous Lender the right to receive repayment of money so advanced, to the extent any of that money, or interest or fees associated therewith, is still outstanding.

“Limited Shareholder” means each of the holders of Ordinary Shares from time to time.

“Local Property Co” has the meaning given in clause 2.8.

“Luxembourg GAAP” means Luxembourg generally accepted accounting principles.

“Luxembourg Law” means any applicable statute, law, ordinance, rule, regulation, order, judgment or decree enacted, adopted, issued or promulgated by any Luxembourg Governmental Body.

“Management Fee” has the meaning given in clause 2.8.

“Management Share” means the General Partner's share (*action de commandité*) in the Fund.

“Management Entities” means the General Partner and the AIFM.

“Manager” means a member of the board of managers of the General Partner.

“Mandatory Reporting Penalties” means any fine, penalty or sanction (together with any interest accrued).

“MiFID” means directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU.

“Net Asset Value” or “NAV” means the net asset value of the Fund (as the case may be) as determined in accordance with the Articles and clause 8.

“Net IRR” means the annual internal rate of return (expressed as a percentage) which when applied as a discount rate to the Ingoing Flows and Outgoing Flows gives the net present value of that set of cash flows as zero (having adopted the convention of Outgoing Flows being negative and Ingoing Flows being positive) on the basis that (i) each of those cash flows is regarded as arising when the cash flow in question occurs or is deemed to occur; and (ii) rate of return is treated as compounding annually at the end of each Accounting Period.

“Nominated Director” means any individual nominated by the Fund or the General Partner (or any Affiliate) to be a director (or equivalent) of any Portfolio Company, Local Property Co or Investment Holding Company.

“Offering Memorandum” means this offering memorandum, as amended, restated or supplemented from time to time.

“Operating Expenses” has the meaning given in clause 7.2.

“Operator” has the meaning given in clause 2.8.

“Ordinary Shares” means all limited liability Shares (*action de commanditaire*) in the Fund other than the Management Share.

“Organizational Expenses” has the meaning given in clause 7.1.

“Outgoing Flows” means the aggregate amounts paid to the Fund by the Shareholders, including any repayments made to the Fund by the Shareholders, excluding the interests paid by the Defaulting Shareholders.

“Outstanding Amount” means in relation to a Shareholder, the amount of its Commitment which, at the relevant time, has been contributed and has not been repaid (or deemed to be repaid) to the Shareholder.

“Portfolio Company(ies)” means any corporate, partnership or other entity including any Local Property Cos in respect of which the Fund holds an Investment.

“Previous Shareholders” has the meaning given in clause 3.4.

“Proceeds” means amounts determined by the General Partner to be available for distribution by the Fund or (as the case may be) already distributed by the Fund (for the avoidance of doubt, including amounts accruing at the level of an Investment Holding Company).

“Professional Investor” means an Investor who qualifies as professional client or a person that may, on request, be treated as a professional client under Annex II MiFID, as amended from time to time.

“Properties” has the meaning given in clause 2.8.

“Register” means Luxembourg Trade and Companies Register (*Registre de commerce et des sociétés*).

“Register of Shareholders” means the register of Shareholders of the Fund as further detailed in clause 4.1 *et seq.*

“Registrar and Transfer Agent” means **Banque de Patrimoines Privés**, or any replacement registrar and transfer agent appointed by the General Partner from time to time for the benefit of the Fund.

“Relevant Drawdown” means the meaning given in clause 3.4.

“Requirements” has the meaning given in clause 30.

“RESA” means the *Recueil électronique des sociétés et associations*, the central electronic platform of the Register.

“Residential Units” means apartments (flats) or houses in the United Kingdom.

“Securities Act” means the *U.S. Securities Act of 1933*, as amended.

“SFDR” means Regulation (EU) 2019/2088 of 27 November 2019 on sustainability-related disclosures in the financial services sector, as amended by Delegated Regulation (EU) 2022/1288 of 6 April 2022 and complemented by Taxonomy Regulation (EU) 2020/852 of 22 June 2020, as amended, complemented or supplemented from time to time.

“Shareholder” means any person who holds a Share in the Fund, including for the avoidance of doubt Class B Shareholders, Class A Shareholders, Class C Shareholders, Class D Shareholders and the General Partner.

“Shareholders’ Extraordinary Consent” means either a Limited Shareholders’ resolution at a Shareholders’ meeting or by means of voting forms (which may consist of one or more documents each signed by one or more of the Limited Shareholders) adopted by a majority of at least seventy-five per cent (75%) of the Total Commitments, subject to applicable laws. For the purpose of this consent, Defaulting Shareholders shall be excluded in considering the calculation of the denominator and numerator of the percentage.

“Shareholders’ Ordinary Consent” means either a Shareholders’ resolution at a Shareholders’ meeting or by means of voting forms (which may consist of one or more documents each signed by one or more of the Shareholders) adopted by more than fifty per cent (50%) of the Total Commitments, subject to applicable laws. For the purpose of this consent, Defaulting Shareholders shall be excluded in considering the calculation of the denominator and numerator of the percentage.

“Share(s)” means share(s) of all Classes in the Fund as set out in the Articles and this Offering Memorandum.

“Short-Term Investments” means investments made for a term of less than twelve (12) months in bank deposits and liquid financial instruments.

“Side Letter” means side letters or side arrangements entered into by the Fund and/or the General Partner and/or AIFM with some or all Shareholders in relation to the operation or business of the Fund pursuant to clause 6.3 et seq.

“Structuring Fee” has the meaning given in clause 10.

“Subscription Agreement” means the agreement of adherence pursuant to which Investors undertake to subscribe for Shares of a specific Class up to the amount of their respective Commitment in the Fund and the General Partner accepts.

“Subsequent Shareholder” means an Investor admitted after the First Closing Date or any Limited Shareholder who increases their Commitment after the First Closing Date (provided, however, that in the latter case such Shareholder shall only be treated as a Subsequent Shareholder in respect of the increase amount of its Commitment).

“Substitute Shareholder” means a person admitted pursuant to clause 17 as a Shareholder as the successor to all, or part of, the rights and liabilities of a Shareholder in respect of such Shareholder's Shares.

“Tax or Taxes” means any form of taxation, levy, impost, stamp or other duty, withholding, imposition or charge of whatever nature and wherever arising (including any related fine, penalty, surcharge or interest in connection with any failure to pay or any delay in paying any of the same) levied or demanded by any tax authority, and any reasonable fees, costs and expenses incurred in resisting claims therefor.

“Taxation” means any form of taxation together with interest, sanctions or penalties (if any) thereon and any reasonable costs incurred in resisting claims therefore.

“Taxonomy Regulation” means Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment, and amending Regulation (EU) 2019/2088.

“Total Commitments” means the aggregate amount of the Commitments (as adjusted in accordance with this Offering Memorandum).

“Transfer” has the meaning given in clause 17.2.

“UCI Administrator” means **Banque de Patrimoines Privés** or such other replacement administrator appointed by the Fund from time to time.

“Undrawn Commitment” means in relation to a Shareholder, the amount of its Commitment which, at the relevant time, remains available for drawdown pursuant to clause 4.2 and the remaining provisions of this Offering Memorandum.

“VAT” means (a) value added tax imposed in compliance with Council Directive 2016/112/EC of 28 November 2006 on the common system of value added tax (including, in relation to the Grand Duchy of Luxembourg, value added tax imposed under the law of 12 February 1979 relating to value added tax, as amended, implementing in Luxembourg the Council Directive 2006/112/EC on the common system of value added tax, as amended); and/or (b) any other tax of a similar nature; whether imposed in a Member State of the European Union in substitution for, or levied in addition to, such tax referred to in section (a) above, or elsewhere.

“Warrants” has the meaning given in clause 2.8.

"Well-Informed Investor" (*investisseur averti*) means an investor which, under the 2016 Law, includes an institutional investor, a Professional Investor or any other investor, who meets the following conditions: (a) has stated in writing that he, she or it adheres to the status of well-informed investor and (b) (i) invests a minimum of €100,000 in the reserved alternative investment fund, or (ii) has been the subject of an assessment made by a credit institution within the meaning of Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and amending Regulation (EU) No 648/2012, by an investment firm within the meaning of “Directive 2014/65/EU”, by a management company within the meaning of Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities (UCITS) or by an authorised alternative investment fund manager within the meaning of Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/2010, certifying its expertise, its experience and its knowledge to adequately appraise an investment in the reserved alternative investment fund.

- 1.2 References to the parties, the introduction, clauses are respectively to the parties, the introduction, the clauses of this Offering Memorandum.
- 1.3 References to statutory provisions, enactments or directives shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such provision, enactment or directive (whether before or after the date of this Offering Memorandum) and to any regulation, instrument or order or other subordinate legislation made under such provision, enactment or directive.
- 1.4 References to any Luxembourg legal term or legal concept shall in respect of any jurisdiction other than Luxembourg be deemed to include that which most approximates in that jurisdiction to such Luxembourg legal term or legal concept.
- 1.5 References to times of the day are to that time in Luxembourg and references to a day are to a period of twenty-four (24) hours running from midnight.
- 1.6 Unless the contrary intention appears:
 - (a) words importing one gender include all other genders;
 - (b) words in the singular include the plural and words in the plural include the singular;
 - (c) all references to an enactment include an enactment comprised in subordinate legislation whenever made;
 - (d) references to persons shall include bodies corporate, unincorporated associations and partnerships, in each case whether or not having a separate legal personality; and
 - (e) references to the word "include" or "including" (or any similar term) are not to be construed as implying any limitation, and general words introduced by the word "other" (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class of acts, matters or things.

2 General considerations

2.1 Incorporation of the Fund

The Fund was incorporated on 2, december 2024 as an investment company with variable capital - reserved alternative investment fund (*société d'investissement à capital variable - fonds d'investissement alternatif réservé*) in the form of a corporate partnership limited by shares (*société en commandite par actions*) under the laws of the Grand Duchy of Luxembourg under the name Crayon Jaune SCA, SICAV-RAIF, pursuant to a notarial deed dated 22, november 2024 published in the RESA. The Fund is registered with the Register under number B291236.

The Fund qualifies as an AIF within the meaning of the AIFM Law.

The Fund is governed by its Articles as well as this Offering Memorandum.

The capital of the Fund shall be equal at all times to its Net Asset Value. The subscribed capital of the Fund, increased by share premiums, shall be at least equal to one million two hundred and fifty thousand Euro (€1,250,000.00) pursuant to the 2016 Law. This minimum shall be reached within a period of twenty-four (24) months following the incorporation of the Fund.

Prior to the First Closing Date, the Fund was incorporated with an initial share capital of thirty thousand Euros (€30,000), as follows:

- (a) a contribution in cash of one Euro (€1) by the General Partner; and
- (b) a contribution in cash of twenty-nine thousand nine hundred and ninety-nine Euros (€29,999) by the Initial Limited Shareholder.

2.2 Structure

The Fund qualifies as a reserved alternative investment fund (*fonds d'investissement alternatif réservé - RAIF*) pursuant to the 2016 Law.

The Fund is a closed-ended investment company (i.e., its Shares shall not be redeemed at the request of Shareholders) with variable capital.

2.3 Registered Office

The registered office of the Fund is at 30, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg. The General Partner may, at any time, designate another registered office within the municipality of Luxembourg, or any other place within the Grand Duchy of Luxembourg in compliance with the 1915 Law and the Articles.

2.4 Term of the Fund

The Fund will have a term of five (5) years from the First Closing Date, but it may be extended by the General Partner by two (2) additional one (1) year periods. At the end of the term, the Fund will be liquidated.

2.5 Currency

All contributions by and Distributions to Shareholders, all calculations pursuant to the terms of this Offering Memorandum, all reporting to the Shareholders or accounting of the Fund shall be made or prepared in EUR, and the Shares in the Fund shall be issued in EUR.

2.6 Co-Investment

The General Partner and/or AIFM may, if it considers it appropriate and in the best interest of the Fund, offer co-investment opportunities in Portfolio Companies to third-parties or to Shareholders.

For the avoidance of doubt, the General Partner, the AIFM, the Investment Advisor or one of their Affiliates may serve as the general partner, alternative investment fund manager, investment advisor or similar managing fiduciary role of any vehicle formed to carry out a co-investment opportunity.

2.7 Investment Objectives, Investment Period and Divestments

The purpose of the Fund is to carry on business as an investor and in particular but without limitation to identify, research, negotiate, make and monitor the progress of and to sell, realise, exchange or distribute investments. That business shall include, but shall not be limited to, the purchase, subscription, acquisition, sale and disposal of shares, convertible loans and other equity or equity-like interests in unquoted companies, and the acquisition or the advancing of loans whether secured or unsecured to such companies in connection with equity or equity related investments, with the principal objective of providing the Shareholders with a high overall rate of return. Subject to the terms of this Offering Memorandum, the Fund may execute, deliver and perform all contracts and other undertakings and engage in all activities and transactions as may in the opinion of the General Partner or the AIFM be necessary or advisable in order to carry out the foregoing purposes and objectives.

The Fund will make the Investments during the Investment Period. Once the Investment Period is terminated pursuant to the above, drawdowns from Investors may only be called in accordance with clauses 4.2(a) *et seq.*

Divestments from Portfolio Companies will be carried out during the term of the Fund, at such moment on which, in the opinion of the AIFM, is advisable considering the best interest of the Fund and its investment policy. There shall not be a maximum or minimum holding period of the Investments.

2.8 Investment Policy

The purpose of the Fund is to carry out, directly or indirectly, real estate transactions, and in particular property dealer activities through its participations.

The Fund will seek to achieve its investment objectives by principally acquiring a portfolio of real estate assets in freehold or leasehold property consisting of Blocks (the "**Properties**") in the United Kingdom.

The Fund will invest either directly or through participations in local companies for a same building or area (each a "**Local Property Co**" and collectively the "**Local Property Cos**"), which will own, directly or indirectly, the Properties.

The purpose of the Fund is to carry out real estate transactions by acquiring, directly or indirectly through the Local Property Cos, which will generally have the status of real property dealers, assets with the following characteristics, with a view to reselling them:

- the targeted Properties will be mainly new buildings under a ten-year guarantee or equivalent but potentially existing properties, with no planning or building permission required.
- the Residential Units will generally be studios, 1-bedrooms, 2-bedrooms and 3-bedrooms.
- the Properties will be principally located in and around London (United Kingdom) including surrounding borough(s), county(ies) and commuter towns. The Properties will be marketed with a "rent-to-own" model by way of the grant of a long lease with the intention to sell each individual Residential Unit with a 3 to 5-year purchase option. It is however specified that some Residential Units could be sold immediately to individual buyers.

Subject to clause 2.10, the Fund intends to leverage its investments with debt financing through the Local Property Cos to a Lender or Lenders which is projected to be non-recourse to the Fund and the Investors.

The Fund will use local real estate operators (each an “**Operator**”) starting with the company Kollitom Ltd (“**Keyzy**”), based in London, as a rent-to-own manager or any other service provider as determined by the Fund at its entire discretion. Kollitom Ltd is a private limited company incorporated and registered in England and Wales with company number 13075506 whose registered office is at Labs Atrium, Chalk Farm Road, London, United Kingdom, NW1 8AH.

The Fund will make between three (3) and fifteen (15) Block Investments during the Investment Period and the Blocks will generally consist of six (6) to fifty (50) Residential Units, with the objective of having a minimum of one hundred (100) Residential Units.

For the avoidance of doubt, the limitations set out above relate to the real estate assets ultimately acquired by the Fund but will not preclude the Fund from investing directly or indirectly through onshore or offshore subsidiary vehicles (including corporations, limited partnerships, limited liability companies, trusts or combinations of them).

The Fund may also make share-deals Investments.

The Fund will also benefit from an option to invest in Keyzy, such investment will take the form of warrants with an option to convert into equity shares of the Operator (the “**Warrants**”).

An amount corresponding to a 5.0% fully diluted equity stake will be equally distributed between the Fund and the Investment Advisor:

The Fund may invest in money market funds or short-term negotiable instruments (x) any amounts drawn down pending completion of an Investment, (y) any net Proceeds pending a distribution to the Shareholders.

The Fund will comply with the risk-spreading requirements. In any case, the Fund shall not indirectly invest more than thirty per cent (30%) of its Total Commitments in one single Investment, it being specified that such diversification limit shall not prevent the Fund from investing in one single Investment Holding Company as the case may be.

2.9 Environmental, Social and Governance (ESG)

The Fund is a financial product that promotes environmental or social characteristics and as such is classified Article 8 of Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector (the “**SFDR Regulation**”).

The minimum proportion of the investments of the Fund promoting the environmental and social characteristics will be 80% of its assets (excluding cash and financial derivative instruments).

The rent-to-own model, as core strategy of the Fund, allows to combine the promotion of promoting homeownership and potentially enhance the environmental sustainability of the properties contributes to creating resilient, long-lasting communities. This dual focus on social and environmental sustainability can lead to healthier living environments and improved well-being for residents.

The information defined by the SFDR Regulation is set out in Schedule 1 (*SFDR pre-contractual Disclosures*).

2.10 Indebtedness

- (a) The General Partner may cause the Fund to directly or indirectly borrow money or issue equity or debt securities of any kind in furtherance of its purpose.
- (b) The Fund may grant security over any of its assets, including its investments in Local Property Cos, Investment Holding Companies and Portfolio Companies and its bank accounts, with respect to any borrowing or other indebtedness or obligations of the Fund, the Local Property Cos, the Investment Holding Companies or the Portfolio Companies. It may give guarantees, indemnities, security interests, covenants and undertakings (directly or indirectly) in favour of one or more Lenders or their security agents or security trustees on behalf of the Fund.
- (c) The General Partner may delegate, assign, pledge or otherwise create a security interest in its right to issue Capital Calls, and it may cause the Fund to assign, pledge or otherwise create a security interest in its right to receive such contributions, to secure any borrowing or other indebtedness or obligations of the Fund, the Investment Holding Companies or the Portfolio Companies. Any Capital Calls issued by the beneficiary of such a security interest shall comply with the same requirements as those applicable to a Capital Call issued by the General Partner. The creation of such a security interest shall not in itself cause the beneficiary to become a Shareholder, and that beneficiary shall therefore not be required to be an Eligible Investor.
- (d) In the context of any financing, guarantee or security given pursuant to this clause 2.10, the Shareholders shall not be under any obligation to provide any information or documentation that is not publicly available to a counterparty under any financing, guarantee or security agreement, unless required by Luxembourg law.
- (e) The aggregate of short-term borrowings incurred directly by the Fund may at no time exceed ten percent (10%) of Total Commitments and the aggregate Undrawn Commitments of the Fund. Each such direct borrowing of the Fund must be repaid, or each such guarantee withdrawn, within 12 months.

For the avoidance of doubt the aforementioned limits do not include leverage at the level of the Portfolio Companies or Local Property Cos.

The Fund may have recourse to Leverage within the limits of 450% of Total Commitments as calculated pursuant to the gross and commitment method pursuant to AIFMD.

2.11 Alternative investment vehicles

- (a) The AIFM and/or the General Partner may determine from time to time that it is in the interest of the Shareholders for one or more proposed permissible Investments to be made in whole or in part, not through the Fund, but through a separate vehicle. This may be for tax or regulatory reasons relating to the jurisdiction in which the Investment is to be made, or relating to certain of the Shareholders, or for other reasons which the AIFM and/or the General Partner may determine at its reasonable discretion.
- (b) Where the AIFM and/or the General Partner make the determination referred to in clause 2.11(a), it shall create a separate vehicle (the “**Alternative Investment Vehicle**”) as a corporation, a partnership, a trust, or such other legal form as the AIFM and/or the General Partner may select, with or without legal personality in the jurisdiction in which it is established. It may require one or more of the Shareholders to subscribe for shares or units or interests in that Alternative Investment Vehicle, or otherwise become members thereof, and to satisfy Capital Calls, to the extent they are for the purpose of funding the investments or costs of that Alternative Investment Vehicle, by paying their Capital Contributions to the Alternative Investment Vehicle

instead of to the Fund. Any such Capital Contribution shall reduce the Undrawn Commitment of the Shareholder making it. Such a Capital Call shall be a Capital Call for all purposes of this Offering Memorandum, including clause 4.1, despite the fact that the Shareholder is required to pay the respective Capital Contribution to the Alternative Investment Vehicle instead of to the Fund.

- (c) Where the AIFM and/or the General Partner determine in good faith that an Alternative Investment Vehicle is required to deal with legal, tax or regulatory considerations which are specific to and result solely from certain Shareholders, such Shareholders shall bear the transfer cost to such Alternative Investment Vehicle, the establishment and operating costs of such Alternative Investment Vehicle, subject to such adjustment as the AIFM and/or the General Partner deems fair and equitable.
- (d) In forming an Alternative Investment Vehicle, the AIFM and/or the General Partner shall, to the extent reasonably practicable in the light of the provisions of this clause 2.11 and the considerations that have led to the determination pursuant to clause 2.11(a), ensure that its terms and conditions put each of the Shareholders, whether or not it is an investor in the Alternative Investment Vehicle, in the same economic position as if the respective investment had been made by the Fund.

3 Admission of Shareholders

3.1 Eligible Investors and AML/CTF

Shares of the Fund may only be subscribed for by Eligible Investors. The conditions for qualification as an Eligible Investor do not apply to the directors (*dirigeants*) of the AIFM or other persons who are involved in the management of the Fund. Moreover, in order to qualify as Eligible Investors herein, Investors may also have to meet further conditions and requirements provided for in the laws and regulations of their own jurisdictions, which may be applicable to such Investors. Responsibility lies with the prospective Investor to ensure that its own local requirements are complied with.

Notwithstanding the acceptance of an Investor's Commitment by the General Partner, each Investor must further comply with the AML/CTF/KYC requirements, CRS and the Foreign Account Tax Compliance provisions of the U.S. Hiring Incentives to Restore Employment Act (FATCA) limitations as reasonably determined by the General Partner, the AIFM and/or the Registrar and Transfer Agent. Prospective Investors have to fully comply with these requests.

The AIFM, the General Partner, the Fund, the Investment Advisor, the Depositary and the UCI Administrator are subject to anti-money laundering obligations. Under the responsibility and supervision of the General Partner, as applicable, measures aimed towards the prevention of money laundering, as provided by the Luxembourg law of 12 November 2004, as amended, relating to the fight against money-laundering and the financing of terrorism (as amended) ("**AML Law**"), the Luxembourg law of 27 October 2010, enhancing the anti-money laundering and counter terrorist financing legal framework, the Grand-Duchy Regulation dated 1 February 2010 providing details on certain provisions of the AML Law and applicable CSSF circulars and regulations have been implemented and certain identification measures have been delegated to the UCI Administrator.

The General Partner may restrict or prevent the ownership of Shares by such persons that do not qualify as Eligible Investor.

In addition to any liability under applicable law, each Shareholder who does not qualify as an Eligible Investor, and who holds Shares in the Fund, will hold harmless and indemnify the Fund, the General Partner the AIFM, the Investment Advisor, the other Shareholders and the service providers for any damages, losses and expenses resulting directly from or directly connected to such holding circumstances where the relevant Shareholder had furnished misleading or

untrue documentation or had made misleading or untrue representations to wrongfully establish its status as an Eligible Investor or has failed to notify the Fund of its loss of such status.

3.2 Minimum Commitment

The minimum Commitment by a Shareholder shall be one hundred twenty-five thousand Euros (€125,000).

3.3 Shareholder's Admission

Investors may be admitted as Shareholders by the General Partner at any time from the First Closing Date up to and including the Final Closing Date. Each investor shall sign and deliver to the General Partner a Subscription Agreement. Although an Investor will not become a Shareholder to the Fund until the date that (i) the first Capital Contribution is paid by such Investor and (ii) the first Shares are issued in consideration for such Capital Contribution in accordance with the terms of the Articles, this Offering Memorandum and the Drawdown Notice, the Investors will be bound by and to comply with the terms of the Articles and of the Offering Memorandum effective as of the date of the General Partner's acceptance of the relevant Investor's Subscription Agreement (ie the date of signature by the General Partner of such Subscription Agreement). As a shareholder (*associé*), each Shareholder shall have all the rights and shall comply with all the obligations of a Shareholder set out in this Offering Memorandum and in the Articles. The General Partner may at its absolute discretion decline to accept the Commitment so offered, or accept it in whole or in part.

The General Partner and/or the Registrar and Transfer Agent in its discretion may require at the cost of the Fund, independent verification of the accuracy of the information and representations provided by Investors in order to assure compliance with applicable federal, state and other securities laws. The General Partner will have sole discretion regarding admission of any Investor into the Fund.

Existing Shareholders may be permitted, at the absolute discretion of the General Partner, to increase the amount of their Commitments, provided that they each sign and deliver to the General Partner a further Subscription Agreement (or other document satisfactory to the General Partner) reflecting such increase of Commitment, and such Shareholders shall be treated as though they were Subsequent Shareholders only in respect of the increased amount of their Commitments for the purposes of this Offering Memorandum.

3.4 Equalisation Payment by Subsequent Shareholders

This clause 3.4 shall apply to a Subsequent Shareholder, if Commitments have been drawn down ("**Relevant Drawdown**") from existing Shareholders ("**Previous Shareholders**") prior to the First Drawdown Date of the Subsequent Shareholder. Such Subsequent Shareholder shall contribute to the Fund on its First Drawdown Date by way of drawdown of its Commitment an amount equal to:

- (a) the amount notified to such Subsequent Shareholder by the General Partner as being necessary to equalise (in percentage terms) the net amount drawn down from all Shareholders after taking into account any amounts (other than any amounts representing Equalisation Premium) distributed to Previous Shareholders as set out in this clause 3.4, subject to such adjustments as may be necessary to allow for any Defaulting Shareholders (the amount under this clause 3.4(a), the "**Equalisation Payment**"); *plus*
- (b) an additional amount calculated thereon during the period commencing on the date of the first Relevant Drawdown and ending on the First Drawdown Date of such Subsequent Shareholder equal to the Equalisation Interest Rate for the period from the date when such amount (or the relevant portion thereof) would have been drawn down had such Subsequent Shareholder been a Shareholder since the First Closing Date to

the date of its admission (the amount under this clause 3.4(b), the "**Equalisation Premium**"). The Equalisation Premium may be waived by the General Partner at its discretion should it consider it to be in the best interest of the Fund.

Equalisation Payment contributed and Equalisation Premium paid by a Subsequent Shareholder in accordance with the foregoing shall be distributed to the Fund and the amount of any Equalisation Payment (but excluding Equalisation Premium) so distributed to the Previous Shareholders shall increase their Undrawn Commitments, so that immediately thereafter the amounts of all Shareholders' Undrawn Commitments will bear the same proportion to their respective Commitments, subject to such adjustments as may be necessary to allow for any Defaulting Shareholders. The distribution of Equalisation Payments (but excluding Equalisation Premiums) will be done through the compulsory redemption by the General Partner of a portion of the Shares held by the Previous Shareholders, *pro rata* to the relevant Previous Shareholders' share of Total Commitments, at a price equal to such amount divided by the amount of Shares so redeemed. The distribution of the corresponding redemption proceeds to the Previous Shareholders shall be a partial repayment of the Outstanding Amounts of the Previous Shareholders and will increase their Undrawn Commitments and thereby be available for drawdown again.

Equalisation Premium shall be payable in addition to the Commitment of such Subsequent Shareholder and its payment shall not be considered to create an Outstanding Amount, shall not be treated as a distribution to the Previous Shareholders for any purposes of this Offering Memorandum.

For the avoidance of doubt, the Management Entities will not be subject to the payment of the Equalisation Premium on their respective Commitments.

4 Issuance of Shares and Drawdown

4.1 Shares of the Fund

Shares may only be issued to and held by Eligible Investors.

Subject to the last paragraph of this clause 4.1, Shares may be issued in one or more Classes by the General Partner; each Class having different features, currencies or rights or being offered to different types of Investors as described in this clause 4.1 below of this Offering Memorandum.

Depending on the class of shares, shares may be issued either in registered form or in administered registered form or in nominee registered form. The registered Shares are recorded in the Register of Shareholders kept at the registered office of the Fund, with a copy held by the Registrar and Transfer Agent in the name of the Fund.

The inscription of the Shareholder's name in the Register of Shareholders evidences his/her/its right of ownership of such registered Shares. A holder of registered Shares shall receive upon request a written confirmation of his/her/its shareholding.

Fractional Shares may be issued up to three decimals of a Share. Such fractional Shares of each Class have no nominal value, within each Class, and shall be entitled to an equal participation in the net results and in the proceeds of liquidation of the Fund, where appropriate, on a *pro rata* basis. Fractional Shares shall carry no voting rights except to the extent their number, held by a Shareholder, is such that they represent a whole Share, in which case they confer a voting right.

Ordinary Shares will be issued upon the First Closing Date within the following Classes:

- (a) "**Class A Shares**": reserved to Eligible Investors that have subscribed via a Distributor, Class A Shares will be issued at a price of EUR 1 each.

- (b) **"Class B Shares"**: reserved to the Initial Limited Shareholder (directly or through an entity designated for these purposes), Class B Shares will be issued at a price of EUR 1 each, and which shall not be subject to the payment of the Distribution Fee.;
- (c) **"Class C Shares"**: reserved to Eligible Investors that have not subscribed via the Distributor., Class C Shares will be issued at a price of EUR 1 each, and which shall not be subject to the payment of any Distribution Fee;
- (d) **"Class D Shares"**: reserved to any person designated as carried interest holder by the General Partner as proposed by the Investment Advisor exclusively for the purposes of giving rights to the Carried Interest distributions. Class D Shares will be issued at a price of EUR 1 each, and which shall not be subject to the payment of any Distribution Fee.

Notwithstanding the above, the General Partner may create Classes in addition to Class B Shares and Class A Shares, with the same rights and conditions as Class A Shares (other than in respect of AIFM Fee payable by such Classes, which will always be differentiated for objective reasons (eg ticket size) and always reflect *pari passu* treatment of all Shares; for the avoidance of doubt, each Investor holding the same Class of Shares shall have the same rights and conditions other than as foreseen in this Offering Memorandum) after the First Closing Date. This Offering Memorandum will be updated accordingly by the General Partner.

4.2 Capital Contributions

Capital Contributions will be in Euros and shall be contributed by the Shareholders of each Class of Shares, each Class of Shares simultaneously and *pro rata* to their Commitment, through Capital Calls by way of Drawdown Notice issued by the General Partner acting on behalf of the Fund *pro rata* to their respective Commitments as a proportion of Total Commitments in each Class of Shares and in such tranches and on such dates as shall be determined by the Fund on an "as needed" basis.

In consideration for each payment of a Capital Contribution, fully paid-up Shares shall be issued. Any Capital Call shall be fully paid up in cash (unless otherwise indicated herein). Contributions shall be requested as they become necessary to fund Investments, to pay Fund expenses and to pay any of the Fund's direct or indirect obligations in accordance with the provisions of this Offering Memorandum.

Any amounts contributed by a Shareholder to the Fund for the purposes of the completion of its payment obligations under a Drawdown Notice shall be distributed to the Shareholder, in compliance with clause 14.2 of this Offering Memorandum, if such amounts are not used for the relevant purpose contemplated in such Drawdown Notice. Such distribution may be made through a compulsory redemption by the General Partner of the Shares issued to such Shareholder in respect of such returned Capital Contributions at a price equal to the total amount so returned divided by the amount of Shares so redeemed.

Undrawn Commitments (if any) may only be drawn down after the end of the Investment Period:

- (a) for the purpose of paying any expenses or liabilities of the Fund, including the AIFM Fee or advances thereof, including, without limitation, Operating Expenses and/or any other ongoing expenses of the Fund;
- (b) for the purpose of
 - (i) satisfying undertakings in existing Portfolio Companies that are pursuant to the completion of legally binding contracts entered into before the end of the Investment Period; or

- (ii) undertakings in existing Portfolio Companies that are aimed to support or enhance the value of existing Investments by providing financing for capital expansion or working capital, as well as funds to facilitate refinancings, restructurings and similar situations; or
 - (iii) follow-On Investments to enhance the value of the existing Investment;
- (c) for making Investments which were committed but not consummated during the Investment Period pursuant to legally binding offers or legally binding memorandum of understanding.

4.3 Repayment of the Outstanding Amounts

The Outstanding Amounts shall be repaid in accordance with the terms of clause 14. Each of the Shareholders shall be a creditor in respect of the Outstanding Amount advanced by it on and subject to the terms of this Offering Memorandum. For the avoidance of doubt, no Shareholder shall be entitled to demand the repayment or to be repaid its Outstanding Amount other than in accordance with the provisions of this Offering Memorandum.

4.4 Failure to comply with Drawdown Notice

- (a) If a Shareholder fails to pay, by wire transfer in immediately available funds, the full amount required in a Drawdown Notice no later than the contribution date, the General Partner shall give notice to that Shareholder in writing, requiring it to remedy that default and to pay interest to the Fund at the Default Interest Rate, computed on a daily basis on the amount outstanding from the contribution date up to the date of payment thereof.
- (b) If a Shareholder fails to comply with the notice pursuant to clause 4.4(a), then that Shareholder shall be a **"Defaulting Shareholder"**. The General Partner shall have the authority to take any action as it may think necessary to enforce a Defaulting Shareholder's obligation to satisfy Capital Calls, and in particular (without obligation) to take one or both of the following measures, in whatever order it sees fit:
 - (i) to redeem the whole or a portion of the Defaulting Shareholder's Shares with immediate effect for a redemption price equal to fifty per cent (50%) of the net asset value of that Shares or portion thereof (as determined by the AIFM, acting reasonably); or
 - (ii) to offer the whole or a portion of the Defaulting Shareholder's Shares, to the non-defaulting Shareholders or to any Eligible Investor not yet a Shareholder at such price as the General Partner may reasonably determine in the best interests of the Fund and the non-defaulting Shareholders.

In the absence of fraud none of the General Partner, the AIFM and the Shares shall be liable to a Defaulting Shareholder whose Shares is being transferred, or to any person purchasing all or any portion of a Shares pursuant to this paragraph (ii) (the **"Purchaser"**). The General Partner shall be constituted the agent for the sale and transfer of the Defaulting Shareholder's Shares and each such portion thereof. Each of the Shareholders hereby irrevocably appoints the General Partner as its true and lawful attorney for the entire duration of the Fund to execute any documents required in connection with any such transfer if it becomes a Defaulting Shareholder, and each Shareholder undertakes to ratify whatever the General Partner may lawfully do pursuant to that power of attorney and to keep the General Partner indemnified against any claims, costs and expenses which the General Partner may suffer as a result thereof. The Defaulting Shareholder's Shares and each portion thereof shall be transferred to the respective Purchaser immediately upon the receipt by the General Partner or the Fund of the sale price. The General Partner has the right to deduct from the sale price and retain an amount equivalent to any costs and expenses related to

the default (including but not limited to administrative and legal costs). The General Partner shall pay the remainder of the sale price to the Defaulting Shareholder once the Defaulting Shareholder has (x) delivered to the General Partner any and all documents of title as the General Partner may require in respect of its Shares and (y) confirmed in writing that it has no claims against the General Partner, the AIFM or the Fund.

If the General Partner determines that a Defaulting Shareholder has remedied its default and provided such compensation as the General Partner deems reasonably satisfactory, the General Partner shall determine that such Shareholder is no longer a Defaulting Shareholder.

4.5 Cancellation of Commitments

After the end of the Investment Period, the General Partner may, if it reasonably determines, determine that part or all of the Shareholders' Undrawn Commitments shall be cancelled, *pro rata* to the Total Commitments, by giving prior written notice to the Shareholders. In the event of cancellation of Undrawn Commitment in accordance with the foregoing, such portion of cancelled Undrawn Commitments shall, for the purposes of this Offering Memorandum, be deemed to have been drawn down and immediately repaid to the Shareholders at the time of such cancellation, it being understood that the Register of Shareholders will reflect the issuance of Shares and, if applicable, the redemption of these in this context.

5 Management, Governance and Administration

5.1 The General Partner

The General Partner has subscribed for one (1) management share (*action de commandité*) of the Fund (the "**Management Share**").

The General Partner is responsible for the overall Fund's management and control including, in collaboration with the AIFM, the implementation of the Investment Policy.

The board of managers of the General Partner ("**Board of Managers**") is composed as follows:

- Thibault Weston Smith: *Directeur Général* of Crayon Partners,
- Orientis S.à r.l., 172 rue Pierre Krier L-1880 Luxembourg represented by Jeffrey Nadal, registered with the Register under number B290574.

5.2 The AIFM

The AIFM is Pure Capital S.A., having its registered office at 2, rue d'Arlon - L - 8399 Windhof (Grand Duchy of Luxembourg) and registered with the Register under number B152461, and with the CSSF as an authorised alternative investment fund manager according to the AIFM Law under number A00000550. The Fund has appointed the AIFM to act as alternative investment fund manager pursuant to the provisions of article 4 (1)(a) of the AIFM Law and of article 4 (2) of the 2016 Law. The AIFM is responsible for implementing the Investment Policy of the Fund, subject to the investment guidelines and restrictions set out in this Offering Memorandum. To that extent, the AIFM shall exclusively be responsible for the portfolio management, the risk management and such other functions permitted under the Annex of the AIFM Law, the LECR, the 2016 Law and set out in the AIFM Agreement.

In addition, the AIFM shall have the right, to the fullest extent permitted by the AIFM Law and the AIFM Agreement, to delegate (it being clarified that "delegate", for purposes of clause 5.2 of this Offering Memorandum, shall mean and be limited to a service provider assisting the AIFM with the fulfilment of its own regulatory responsibilities) certain administrative responsibilities and powers to special agents in and outside of Luxembourg, provided that, for the avoidance of doubt, the AIFM shall be liable for the actions of any such delegates (including

fees, expenses and liabilities of any such delegates) and that any delegation of AIFM functions shall be made in accordance with the provisions of the AIFM Law and the AIFM Agreement.

The rights and duties of the AIFM will be governed by the AIFMD, the AIFM Law, the applicable CSSF circulars and regulations and the AIFM Agreement.

The AIFM shall ensure that its decision-making procedures and organisational structure provide for the fair treatment of Shareholders.

The AIFM has to implement a risk management process in order to detect, measure, manage and follow the risks related to Investments of the Fund and their effect on the Fund's risk profile. The AIFM shall thereby ensure that the risk profile of the Fund appropriately corresponds to the size, portfolio structure and investment strategies and objectives of the Fund, always subject to the Investment Policy.

The AIFM has to adopt appropriate liquidity management tools and procedures allowing the measurement of the liquidity risk of the Fund, so as to ensure that the liquidity profile of the Fund's investments complies with its underlying obligations. As such, the AIFM ensures the coherence of the investment strategy, the liquidity profile and the redemption policy of the Fund.

In accordance with the AIFM Agreement and applicable law, the AIFM has the power to delegate one or a number of the rights, privileges, powers, duties, trusts and discretions vested in it by virtue of the AIFM Agreement to any person, institution, firm or body corporate, provided that in case of any delegation of risk management, no delegation is possible to any entity whose interests conflict with those of the AIFM, the Fund or the Shareholders, unless such entity has functionally and hierarchically separated the performance of its risk management functions from its other conflicted activities, and the conflicts of interest are properly identified, managed, monitored and disclosed to the Shareholders. The AIFM is bound, among other things to: (a) be able to justify its entire delegation structure on objective reasons; (b) ensure that the delegate has sufficient resources and that the persons who effectively conduct the business of the delegate are of sufficiently good repute and sufficiently experienced; and (c) effectively monitor and review at all times the conduct of any delegate or sub-delegate. The delegation must not prevent the effectiveness of supervision of the AIFM and, in particular, must not prevent the AIFM from acting in the best interest of the Shareholders.

The AIFM is appointed for an unlimited duration.

The AIFM will maintain an investment committee for the purpose of taking decisions relating to the acquisition, management or disposal of Investments and any other steps or measures associated with or necessary or useful in preparing for such acquisitions, management or disposals (the “**AIFM Investment Committee**”).

The AIFM Investment Committee consists of representatives of the AIFM, with voting/veto right according to the function of each representative. The composition of the AIFM Investment Committee can be augmented by one (1) or two (2) members nominated by the Investment Advisor or the General Partner, with no voting right and only as observer(s).

The AIFM Investment Committee shall have the authority to approve the Fund Investments and divestments as well as any material changes to them, and to make all other decisions relating to the acquisition, management and disposition of Investments (as defined below) of the Fund.

All decisions of the AIFM Investment Committee will be based on appropriate due diligence and analysis presented by the Investment Advisor and internally made by the AIFM.

The AIFM Investment Committee will meet as required to perform its duties. Meetings of the AIFM Investment Committee will be called by the AIFM at the request of the Investment Advisor (if any) and on a regular basis to monitor the portfolio of the Fund. Notice of each such meeting will be given by email, telephone, telecopy or hand delivery to each member of the AIFM

Investment Committee as soon as practicable prior to the date on which the meeting is to be held. Attendance at any meeting of the AIFM Investment Committee will constitute a waiver of such notice. Attendance at any meeting of the AIFM Investment Committee may be in person, by telephone or video conference.

The members of the AIFM Investment Committee will not receive any compensation in connection with their membership on the AIFM Investment Committee but will be reimbursed for the reasonable and documented travel expenses and other reasonable out-of-pocket expenses incurred to attend meetings of the AIFM Investment Committee in person.

Seeking to enhance the performance of the Fund in the best interest of its Shareholders, the AIFM, may appoint Affiliates of the AIFM as advisers to provide the AIFM with investment advisory services and other services on capital structure, industrial strategy and related matters and auxiliary services relating to acquisitions and divestments of undertakings in relation to the Fund's Investments. Such advisers will be entitled to receive a remuneration from the AIFM on market conditions and the Fund shall not be liable for any fees, expenses or liabilities of any such advisers.

5.3 The Investment Advisor

Crayon Partners has been appointed to act as Investment Advisor of the Fund by the AIFM in accordance with the Investment Advisory Agreement and is hereby authorized to sub-delegate the advisory function to one or more of its Affiliates. The Investment Advisor shall not be entitled to make investment decisions on behalf of the AIFM or to enter into any transaction on behalf of or in any other way to bind the AIFM or the Fund.

The AIFM shall have sole responsibility for its own decision making but shall be entitled to act or rely upon the opinion or advice of or any information obtained from the Investment Advisor.

The AIFM may, if appropriate, also appoint the Investment Advisor to monitor the Investments and, where appropriate, to advise the AIFM in relation to Fund's right to participate in the voting at the level of the Investments.

In consideration for such services, the Investment Advisor will be entitled to receive a portion of the Management Fee payable by the Fund or another entity for which they are acting in such capacity.

6 Shareholder protection provisions

6.1 Fair treatment

The General Partner shall manage the Fund, and the AIFM shall perform its duties under the AIFM Agreement, in the best interest of the Fund and of the Shareholders and in accordance with the principle of fair treatment of investors. They shall develop and maintain procedures, policies and arrangements for the purpose of ensuring compliance with that principle, and in particular, without limitation, for the purpose

- (a) of not giving the interest of any Shareholder or group of Shareholders priority above that of other Shareholders;
- (b) of using pricing models and valuation systems that are fair, transparent and reasonable;
- (c) where costs are incurred or caused for some other entity or person in addition to the Fund, of allocating only those costs to the Fund that are fairly allocable to it;
- (d) of seeking to avoid conflicts of interest;

- (e) of identifying, managing and monitoring those conflicts of interest that cannot reasonably be avoided and disclosing them to the Shareholders, to the extent they relate to or affect their interests; and
- (f) of dealing fairly with any complaints raised by Shareholders.

6.2 Non-exclusivity

Subject to the other provisions of this Offering Memorandum, the functions and duties which the AIFM undertakes on behalf of the Fund shall not be exclusive and the AIFM may perform similar functions and duties for others and, without limitation, may act as general partner, alternative investment fund manager or investment adviser in or of other funds or investment vehicles, provided that the AIFM continues properly to manage the affairs of the Fund and ensures that conflicts of interest affecting the Fund are managed in accordance with the AIFM's internal regulations and the provisions of this Offering Memorandum.

6.3 Side Letters

All Shareholders agree that the Fund, the AIFM and/or the General Partner may enter into side letters or side arrangements with some or all Shareholders in relation to the operation or business of the Fund ("**Side Letters**").

The General Partner shall, as soon as practicable after the Final Closing Date, disclose to all Shareholders, the terms of all Side Letters entered into with any Shareholder, in an anonymised fashion.

If a Shareholder indicates to the General Partner within twenty five (25) Business Days after such disclosure in accordance with the last paragraph of this clause 6.3 that it wishes to avail itself of any terms of any Side Letter disclosed, the General Partner shall procure that the Fund and/or the General Partner and/or the AIFM also enters into a Side Letter with such Shareholder on substantially those terms, provided that such Shareholder (together with its Affiliates or similarly related Shareholders) has subscribed for a Commitment in the Fund for an aggregate amount equal to or higher than the Shareholder who was granted the relevant provision that it wishes to avail itself, and provided, further, that this clause shall not apply to any term of any Side Letter that:

- (a) relates to the content, timing and basis on which Fund information will be disclosed to such Shareholder or any requirement (or the waiving of any requirement) to keep such information confidential;
- (b) relates to specific tax, legal or regulatory requirements of any particular Shareholder (save to the extent such requirements also apply to such other Shareholder);
- (c) consents to, or limits the General Partner's discretion in respect of, transfers of Shares in favour of Affiliate of the recipient of such Side Letter or other persons closely connected to the transferor or the granting of security over such Shares;
- (d) relates to the conditions of staggered increase to the Commitment of a Shareholder up to maximum commitment size;
- (e) relates to sovereign or other immunity;
- (f) offers a Shareholder the right or an opportunity to co-invest alongside the Fund.

7 Expenses and Fees

7.1 Organizational Expenses

The Fund shall bear all legal and other organizational expenses incurred in the formation and establishment of the Fund and the General Partner, including, but not limited to, travel, legal, accountancy, audit, advisory, consultancy, tax, printing, postage, due diligence, marketing materials and other costs of establishment, but not, for the avoidance of doubt, any placement agent fees and costs or expenses charged by the placement agent (the "**Organizational Expenses**").

The aggregate amount of Organizational Expenses that the Fund shall be responsible for shall not exceed €350,000 (in each case calculated exclusive of any VAT on such Organizational Expenses), and any excess shall be borne by the General Partner and/or the AIFM.

7.2 Operating Expenses

The Fund shall be responsible for all expenses, direct or indirect, incurred in relation to the presentation, analysis and identification of Investments, operation, administration and business of the Fund (together with any VAT due) (the "**Operating Expenses**") including, without limitation, costs of printing and circulating reports and notices, Abort Costs, legal fees, digital, software platform fees, administrators', professional indemnity insurance for Indemnified Persons as described in the last paragraph of clause 21.2, auditors' and valuers' fees, custodians fees, depositaries fees, fees of any service provider, registration fees, environmental, social and governance (ESG) (including analysis, monitoring and reporting expenses) and accounting expenses (including any expenses associated with the preparation of the Fund's financial statements, reports, accounts and tax returns), fees and expenses incurred in relation to any custodian or nominee of the assets of the Fund, any fee to be paid as remuneration to the General Partner (as assessed further to a transfer pricing report in order to allow the General Partner to report an arm's length taxable profit) for its services provided hereunder, establishment and ongoing fees and expenses of any conduit entity held by the Fund, external consultants' fees, external anti-money laundering officers' fees, bank charges, costs of meetings of Shareholders, insurance costs in relation to the activities of the Fund, borrowing costs of the Fund (including those incurred under any facility arrangement), hedging costs, extraordinary expenses (such as litigation), and all stamp duties and fees of lawyers, auditors, valuers and any external consultants arising in respect of identifying, evaluating, negotiating, acquiring, holding, monitoring, protecting and realizing Investments.

Notwithstanding the foregoing, the AIFM and the General Partner shall pay their own operating expenses, including but not limited to office rental, remuneration of any employees.

The Fund shall reimburse the General Partner, the Investment Advisor and/or the AIFM for any expenses paid by them which, in accordance with this Offering Memorandum, should properly be borne by the Fund.

The General Partner, the AIFM, its employees, the Investment Advisor, the Investment Team and/or any of their respective Affiliates may charge transaction fees.

7.3 Fund accounts, tax information and reports

7.4 Books and records

The UCI Administrator shall maintain records and books of account of and in the name of the Fund at the Fund's registered office during the term of this Offering Memorandum and for such period as may be required under applicable law, and shall provide reasonable access at any reasonable time for the purpose of inspecting the same, after reasonable notice in writing, to any Shareholder and its authorised representatives, such authorisation request to be notified in writing by the Shareholder including confirmation that such representative is subject to equivalent confidentiality as detailed within this Offering Memorandum.

7.5 Preparation of annual accounts

The UCI Administrator shall prepare the periodic financial accounts and reports of the Fund for each Accounting Period in accordance with international accounting principles and practices agreed with the Auditors from time to time, which shall be in accordance with Luxembourg GAAP, save that they will exclude the consolidation of Portfolio Companies, as is customary in the private equity industry. The General Partner shall cause such accounts to be audited by the Auditors. A copy of the unaudited Fund accounts shall be dispatched to each Shareholder not later than ninety (90) days following each Accounting Date and, not later than one hundred eighty (180) days following each Accounting Date, a copy the audited Fund accounts (including, for the avoidance of doubt, the report of the Auditors and a statement of accounting policies) shall be dispatched to each Shareholder. Annual accounts shall include financial statements including a balance sheet, profit and loss statement, (and all accompanying notes to such items), a year-end portfolio valuation as determined by the AIFM and such report confirming that all payments to the AIFM are consistent with all the relevant provisions of this Offering Memorandum.

7.6 Accounting

All reporting on the Fund and the Investments will be made in accordance with the 2016 Law, the 1915 Law and the AIFMD, and the reporting guidelines recommended by Invest Europe from time to time (such reporting guidelines the "**Investor Reporting Guidelines**").

Each year, with reference to the end of the Fund's year, the UCI Administrator must prepare the balance sheet and the profit and loss accounts of the Fund in compliance with the provisions of Luxembourg GAAP, the 2016 Law and the 1915 Law as well as analysis indicating the value of the Fund's assets and liabilities, with an annex summarising the Total Commitments.

The accounts of the Fund shall be denominated in EUR.

7.7 Reporting

The Fund shall publish such reports as are required by mandatory law. All reporting on the Fund and the Investments will be in accordance with the 2016 Law, the 1915 Law and the AIFMD, and the Investor Reporting Guidelines.

7.8 Documents available to Shareholders

The following documents and information shall be made available to the Shareholders free of charge, during the usual opening hours at the registered office of the Fund or the AIFM:

- (a) the Articles of association of the Fund, the Offering Memorandum;
- (b) the following policies:
 - (i) Risk management process;
 - (ii) Policy on conflicts of interest; and
 - (iii) Valuation policy.
- (c) The following agreements:
 - (i) AIFM Agreement;
 - (ii) Depositary Agreement; and
 - (iii) Administration Agreement.

- (d) the Key Information Document (KID) for PRIIPs (Packaged Retail and Insurance-based Investment Products)
- (e) Customary inspection rights as provided by law.
- (f) A calculation of the Net Asset Value per Share.

8 Determination of the Net Asset Value

8.1 Calculation of the Net Asset Value

- (a) Valuation of assets

All valuation of assets as well as the Fund's accounts shall be prepared in accordance with Luxembourg GAAP.

The AIFM, at its reasonable discretion, may authorise the use of other methods of valuation if it considers that such methods would enable the fair value of any asset of the Fund to be determined more accurately, always in accordance with the valuation guidelines as endorsed by Invest Europe from time to time.

The AIFM shall evaluate the Fund's assets and calculate the net asset value of the Shares in accordance with article 19 of the AIFM Law. The AIFM will validate and approve the valuation of the Fund in accordance with the Articles, this Offering Memorandum, the 2016 Law and the AIFM Law.

The AIFM may appoint independent external appraisers for any acquisition, disposal and periodical review of the portfolio valuation

- (b) Net Asset Value

The Net Asset Value per Ordinary Share for the Fund shall be calculated at least once a year, by the UCI Administrator on the last business day of the year - each Valuation Day i.e. December 31st – (in accordance with the Luxembourgish accounting principles ("Lux GAAP"))

The valuation of investments shall be made at their fair value ("fair value").

The Net Asset Value per Share will be made available to the Investors at the registered office of the Company and the UCI Administrator in principle within ninety (90) calendar days as from the relevant Valuation Day.

9 Distribution Fee

Class A Shareholders may be required to pay a distribution fee (the "**Distribution Fee**") set by the Distributor, which will not be accounted for in the Commitment.

For the Distributor, the Distribution Fee will amount to three percent (3%) of the Total Commitments and will be payable as follows:

- three percent (3%) of the First Closing Commitment of such Class A Shareholder will be payable at the First Closing Date
- three percent (3%) of the Total Commitments of such Class A Shareholder minus the portion of the Distribution Fee that was paid at the First Closing Date, will be payable at the Final Closing Date

The Distribution Fee will be due in consideration of ongoing services provided by the Distributor to such Class A Shareholders notably concerning the communications between the Class A Shareholders and the Management Entities, the disclosure of the Fund's reports and notices.

10 Structuring Fee

The Investment Advisor shall be entitled to a "Structuring Fee" from the Fund amounting to two percent (2%) of the Total Commitments.

This Structuring Fee reflects the Investment Advisor's role in advising the Fund on the design, development, and implementation of the innovative OpCo-PropCo (Operating Company – Property Company) structure for a Rent-To-Own strategy for the Fund. The Investment Advisor provides guidance on establishing the governance framework with the Operator(s) and ensures the AIFM maintains robust oversight and control over the execution of the model.

The Structuring Fee shall be paid as follows:

- two percent (2%) of the First Closing Commitments will be payable at the First Closing Date
- two percent (2%) of the Total Commitments minus the portion of the Structuring Fee that was paid at the First Closing Date, will be payable at the Final Closing Date.

11 Acquisition Fee

The Investment Advisor shall be entitled to receive from the Fund an acquisition fee equal to half a percent (0.5%) of the Gross Asset Value of Investments, which will be payable at each Investment made (the "**Acquisition Fee**").

This Acquisition Fee reflects the Investment Advisor's role in guidance on conducting due diligence and structuring transactions, ensuring that they are in line with the Fund's objectives.

12 AIFM Fee

As consideration for managing the affairs of the Fund, the AIFM shall be entitled to payment from the Fund of a quarterly fee (the "**AIFM Fee**") as set out in this clause 12.

The AIFM Fee for each Accounting Period (provided that, the first Accounting Period will begin on the First Drawdown Date following the First Closing Date, and the final Accounting Period will end on the date of full dissolution of the Fund) will be equal to maximum 0.10% of the total net assets per annum with a minimum of EUR 30,000 payable quarterly and calculated on the average total net assets for the relevant quarter.

In each case as calculated on a quarterly basis, net of any VAT or similar tax and calculated by reference to the initial balance thereof during such quarter and including, in respect of the period prior to the Final Closing Date, the Commitments of Subsequent Shareholders which shall, for the above purposes, be treated as having been committed as of the First Closing Date.

The AIFM Fee, or drawings on account thereof, will be payable quarterly in advance.

13 Management Fee:

As consideration for the services provided to the Fund, the AIFM and the Investment Advisor shall be entitled to receive from the Fund a quarterly management fee, payable in advance (the “**Management Fee**”), as outlined in this Clause 13. The maximum annual Management Fee shall be calculated as follows:

$$\text{Management Fee} = A \times \text{NAV} + B \times \text{GAV}$$

where:

(a) A is equal to 0.05%;

(b) B is equal to 0.5%.

The Management Fee shall be payable for each Accounting Period, with the first Accounting Period commencing on the First Drawdown Date following the First Closing Date, and the final Accounting Period concluding upon the full dissolution of the Fund. The Management Fee shall be calculated quarterly, net of VAT or any similar tax, based on the initial balance of the applicable quarter. An annual minimum (floor) of EUR 150,000 shall apply.

For clarity, the Investment Advisor shall be compensated for its services to the benefit of the Fund from the Management Fee, with the terms of such compensation agreed from time to time by the General Partner, the Investment Advisor, and the AIFM.

14 Allocation of profits and losses between Shareholders

14.1 Allocations

Allocations of profits and losses of the Fund shall be made by the General Partner in accordance with the principles set out below in relation to Distributions.

14.2 Distributions

All Proceeds of the Fund (other than the first EUR 1, which shall be distributed to the General Partner in respect of its Management Share), after payment of the AIFM Fee, the Structuring Fee, the Acquisition Fee, the Management Fee, Operating Expenses and Organizational Expenses, as well as any reserves made by the General Partner reasonably necessary in order to meet any reasonably foreseeable payment obligations of the Fund, shall first be attributed to all of the Shareholders except for the General Partner pro rata to the number of Shares that they hold in the following order:

a) first to all Shareholders until they receive an amount corresponding to their Capital Contribution;

b) up until the Net IRR is between ten percent (10%) and fifteen percent (15%), the A Shareholders, B Shareholders and C Shareholders pro rata to their respective Commitments will receive 90% and D Shareholders will receive ten per cent (10%) ;

c) up until the Net IRR is between fifteen percent (15%) and twenty percent (20%), the A Shareholders, B Shareholders and C Shareholders pro rata to their respective Commitments will receive 80% and D Shareholders will receive twenty per cent (20%) ;

d) as from the time the Net IRR is above twenty percent (20%), the A Shareholders, B Shareholders and C Shareholders pro rata to their respective Commitments will receive 70% and D Shareholders will receive thirty per cent (30%).

The General Partner shall not be required to cause the Fund to make any Distribution, the effect of which would make the subscribed capital of the Fund fall below euro one million two hundred and fifty thousand (€1,250,000.00) (except as part of the liquidation of the Fund).

14.3 General provisions applicable to Distributions

Except as otherwise provided in this Offering of Memorandum, the rules of priority for Distributions established in clause 14.2 shall be applied to each Distribution, taking into account for such purposes all Capital Contributions by each Shareholder up to such time and all Distributions made to each Shareholder up until such time during the life of the Fund. The General Partner shall use the various procedures through which a Distribution may be made to Shareholders in such a manner that the rules of priority for Distributions established in clause 14.2 are complied with on the occasion of each Distribution.

The General Partner shall withhold any tax which in the General Partner's reasonable opinion is, by law, to be withheld from such Distribution.

15 Timing, re-investment and limitations of Distributions

15.1 Distributions of Proceeds

Proceeds shall be distributed in accordance with clause 14.2 as soon as practicable after the relevant Proceeds have been received by the Fund. Other income available for Distribution will be distributed quarterly.

Notwithstanding the above, the General Partner may decide not to make Distributions at such time as it may decide in its reasonable discretion in the following circumstances:

- (a) when the amounts (other than Equalisation Premium) have been received by the Fund before the Final Closing Date;
- (b) when the amounts to be distributed to the Shareholders are not significant in the reasonable judgement of the General Partner;
- (c) when the amounts awaiting Distribution may be recycled in accordance with the provisions of clause 15.2 below;
- (d) to pay any fees and liabilities of the Fund; and
- (e) when, in the judgment of the AIFM, the making of the relevant distribution would affect the Fund's solvency or viability, or the Fund's capacity to meet its obligations (including, for the avoidance of doubt, any obligations under a facility arrangement) or reasonably foreseeable or scheduled contingencies.

15.2 Recycling/Reinvestment

The following amounts might be retained and reinvested by the Fund:

- (a) any sums drawn down for a proposed investment which does not proceed to completion or which the AIFM otherwise considers to be no longer immediately required;
- (b) Proceeds deriving from the disposition of an Investment that takes place during the Investment Period and within eighteen (18) months of the acquisition of the relevant Investment, up to an amount equal to the initial Acquisition Cost of such Investments;

- (c) proceeds from bridging investments and underwriting operations (up to the amount of their Acquisition Cost) that have been disposed within eighteen (18) months of the acquisition;
- (d) amounts deriving from Short-Term Investments made or acquired for the better management of the cash and other liquid assets of the Fund;
- (e) amounts equivalent to the aggregate amount drawn down from Investors up to the relevant date to finance Organizational Expenses, Operating Expenses, the AIFM Fee, the Structuring Fee, the Management Fee and other expenses borne by the Fund in accordance with this Offering Memorandum.
- (f) reinvestment of rents to finance leverage.

15.3 Temporary Distributions

Amounts received by the Shareholders by virtue of Distributions classified by the General Partner as temporary Distributions ("**Temporary Distributions**") and notified as such in the relevant distribution notice, shall increase the Undrawn Commitments, and the Shareholders shall therefore be obliged to re-contribute such amounts.

In this regard, the General Partner may decide, at its reasonable discretion, that a Distribution be classified as a Temporary Distribution (excluding amounts distributed under clause 15.3(d) below which shall always be considered a Temporary Distribution), exclusively in relation to, and each of the Shareholders may be required to re-contribute to the Fund by way of Capital Contribution (including following the liquidation of the Fund), as an addition to or to create an Outstanding Amount:

- (a) the Distribution of those amounts eligible to be reinvested in accordance with the provisions of clause 15.2 above;
- (b) the Distribution of previously drawn amounts as further set out in clause 4 above;
- (c) any amounts distributed to Shareholders, in the event that the Fund would have to disburse certain indemnifications in accordance with clause 21; and
- (d) any amounts distributed to Shareholders derived from a divestment in connection to which the Fund has provided warranties, indemnities or other form of guarantees.

16 Distributions in kind

The Fund may make Distributions in kind of the Fund's assets prior to the liquidation of the Fund.

Any Distributions in kind (if any) shall be made under the same terms as Distributions in cash, in such a manner that each Shareholder that is entitled to receive a Distribution in kind shall receive the proportion to which it is entitled of the total of the securities which are the subject of such Distribution (or if the exact proportion cannot be matched, the closest proportion possible to the one which applies thereto, plus an amount in cash equivalent to the difference).

17 Transfers

17.1 Transfer by the General Partner

Except as otherwise provided herein, the General Partner shall not sell, assign, transfer, exchange, pledge, encumber or otherwise dispose of all or any part of its rights and obligations as a General Partner, other than to an Affiliate of the General Partner, of the AIFM or of the

Investment Advisor (whereupon in the case of a whole assignment or transfer, such Affiliate shall become the General Partner in place of the transferor and in case of a partial assignment or transfer, such Affiliate shall become an additional general partner to the Fund and all references herein to the General Partner shall include the initial and such additional general partner), nor voluntarily withdraw as the General Partner of the Fund, in each case without the approval of Shareholders by means of a Shareholders' Ordinary Consent. The appointment of any substitute general partner for the Fund has to be previously approved by a resolution by means of a Shareholders' Ordinary Consent.

17.2 Transfer by Shareholders

No sale, assignment, transfer, exchange, pledge, encumbrance or other disposition (including the granting of any participation) ("**Transfer**") of Shares and Commitment, whether direct or indirect, voluntary or involuntary (including, without limitation, to an Affiliate or by operation of law), shall be valid or effective except if all of the following circumstances are met:

- (a) to an Eligible Investor that makes all representations to that effect;
- (b) with the prior written consent of the General Partner, which can be given or withheld in its sole and absolute discretion for any reason whatsoever, provided that such consent shall not be unreasonably withheld or delayed in the case of any Transfer:
 - (i) to an Affiliate of an existing Shareholder where such transferor is owned one hundred per cent (100%) by the transferee, or the transferee is wholly owned by the transferor, provided, however, that no such Transfer shall be valid without the consent of the General Partner (which consent can be given or withheld in its sole and absolute discretion) if it is undertaken as a series of Transfers which would result in the ultimate transferee not being an Affiliate of the original transferor; or
 - (ii) to a replacement trustee or replacement trustees of an existing Shareholder which holds its interest on trust for one or more beneficial owners, provided that there is no change in beneficial ownership;
 - (iii) to any custodian or nominee of an existing Shareholder, provided there is no change in beneficial ownership; or
 - (iv) to any other fund or collective investment scheme managed or advised by the same general partner, manager or adviser as an existing Shareholder; and
- (c) where none of the following apply:
 - (i) the General Partner has reasonable doubts as regards of the proposed transferee's solvency or its qualification as an Eligible Investor;
 - (ii) such Transfer would result in a violation of applicable law, including United States federal or state securities laws or any anti-money laundering related legislation, or any term or condition of this Offering Memorandum;
 - (iii) as a result of such Transfer, the Fund would be required to register as an investment company under the Investment Company Act;
 - (iv) such Transfer would cause the Fund to be disqualified or terminated as a partnership (including for applicable tax purposes);
- (d) upon the compliance with all know your customer and anti-money laundering and counter financing of terrorism (KYC/AML) requested by the General Partner, the Registrar and Transfer Agent and/or the AIFM.

For the purposes of determining whether any proposed Transfer would breach any provision of clause 17.2(c), the General Partner shall be entitled to require, as a condition of registering any Transfer or giving consent to any Transfer, that any proposed Substitute Shareholder either (at the General Partner's reasonable discretion) provide to the General Partner an opinion of counsel (such counsel and opinion to be in a form reasonably satisfactory to the General Partner) or a certificate of an authorised officer of the proposed Substitute Shareholder certifying that the proposed Transfer does not breach any of the provisions of clause 17.2(c). The General Partner shall be entitled to rely on such opinion or certificate for the purposes of determining whether any proposed Transfer breaches any of the provisions of clause 17.2(c).

Prior to the General Partner considering if it grants its consent to any Transfer, any Shareholder who seeks a Transfer of its Shares and/or Undrawn Commitment in the Fund (the "**Transferor**") shall notify the General Partner by a letter or email of such Transfer and include information regarding the Transfer: the full name, mailing address and tax domicile of the transferor and of the transferee, the number of Shares which the Transferor plans to transfer, and the price offered for such Shares.

17.3 Position of Substitute Shareholders

Each Substitute Shareholder shall be bound by all the provisions of this Offering Memorandum and the Articles and, as a condition of registering any Transfer or giving its consent to any Transfer to be made in accordance with the provisions of this clause 17, the General Partner shall require (and the transferring Shareholder shall take all necessary steps to ensure) that the proposed Substitute Shareholder acknowledges, in such written form as may be reasonably required by the General Partner, its assumption (in whole or, if the substitution is in respect of part only, in the proportionate part) of the obligations of the transferring Shareholder by agreeing to be bound by all the provisions of this Offering Memorandum and the Articles and becoming a Shareholder (where applicable), and undertakes to indemnify the Fund and General Partner in respect of any liabilities, obligations, legal costs, taxes and expenses associated with or arising directly or indirectly as a result of such Transfer.

The Substitute Shareholder shall not become a Shareholder and neither the Fund, the AIFM nor the General Partner shall incur any liability to any person for allocations and Distributions made in good faith to the transferring Shareholder until:

- (a) the written instrument of Transfer has been received by the Fund and the effective date of the Transfer has passed; and
- (b) the General Partner has confirmed that the proposed transferee has, in the General Partner's reasonable discretion, supplied the information necessary under clause 17.2(d) to allow the General Partner to comply with any applicable anti-money laundering requirements relating to the admission of the proposed transferee as a Shareholder in the Fund.

Provided that the Substitute Shareholder has acknowledged its assumption of the obligations of the transferring Shareholder, the General Partner shall, on behalf of all of the Shareholders, be authorised (but shall not be obliged) to release the transferring Shareholder from any future obligation in respect of the Shares which are the subject of such Transfer.

17.4 Assignment Shares in violation of this clause

No Transfer of a Share in violation of this clause shall be valid or effective, and the Fund shall not recognise the same, for the purposes of making Distributions of Proceeds or repayments of Outstanding Amounts or otherwise with respect to interests in the Fund.

17.5 Withdrawal

Except as provided in clause 17 or a removal in accordance with clause 6, no Shareholder shall have a right to withdraw from the Fund.

18 General Meetings

The General Partner shall convene an annual General Meeting to be held each year in Luxembourg within six (6) months after the end of the relevant Accounting Period (such General Meeting, the "**Annual General Meeting**").

General Meetings other than the Annual General Meeting may be held at such place and time as may be specified in the respective convening notices of that General Meeting. Shareholders representing at least ten per cent (10%) of the Fund's share capital may request in writing the General Partner to convene a General Meeting and circulate the proposed agenda.

Notices for each General Meeting will be sent to the Shareholders by registered mail at least ten (10) Business Days prior to the relevant General Meeting at their addresses set out in the Register. Such notices will include the agenda, the supporting documentation and specify the time and place of the General Meeting and the conditions of admission and will refer to the requirements of Luxembourg Law, as further specified in articles 450-1, 450-2 and 450-3 of 1915 Law, with regard to the necessary quorum and majorities required for the relevant General Meeting. If all Shareholders meet and declare having had notice of the General Meeting or waiving the notice, the General Meeting may be validly held despite the non-accomplishment of the aforementioned formalities. The requirements as to attendance, quorum and majorities at all General Meetings are those set in the 1915 Law and the Articles. For the calculation of quorum and majorities, Shareholders participating by videoconference or telecommunication means permitting their identification are deemed to be present.

Except as otherwise required by the 1915 Law or as otherwise provided in the Articles or in this Offering Memorandum, resolutions will be passed in writing or in a duly convened General Meeting and require Shareholders' Ordinary Consent. Resolutions which are adopted and matters discussed at the meetings shall be reflected in the relevant minutes, to be drawn up and signed by the chairman designated by the General Partner.

19 Redemption of Shares

There will be no redemption at the initiative of the Shareholders. The General Partner may cause the Fund to acquire and redeem its own Shares with a view to effect Distributions or a return of capital, in compliance with the terms of this Offering Memorandum, the Articles and subject to the limits and procedures set forth by the 1915 Law and the Articles.

Notwithstanding the previous paragraph of this clause 19, if a Shareholder loses its status as an Eligible Investor, the General Partner may sell the corresponding Shares to an Eligible Investor or automatically and immediately cause the repurchase of the Shares of such Shareholder by the Fund, without approval from the relevant Shareholder. The purchase price of the repurchased Shares will be based on the latest calculated Net Asset Value less the costs incurred by the Fund, the General Partner, the AIFM and/or a service provider as a result of the holding of Shares by such person (including all costs linked to the compulsory redemption). The purchase price will be paid within three (3) months following the repurchase (other than with respect to the repurchase of the Shares of a Defaulting Shareholder as provided in clause 4.4).

20 Liquidation

The Fund shall be dissolved on the date of expiry of the term of the Fund as set out in clause 2.4. The General Partner shall be authorised to take any action that may be required to give effect to the dissolution of the Fund.

The Fund may be dissolved in anticipation by a decision of the general meeting of the shareholders in accordance with the Articles.

Should the Fund be dissolved, the liquidation will be carried out by the General Partner or such other persons (who may be physical persons or legal entities) by a general meeting of shareholders, who will determine their powers and their compensation in accordance with the Articles.

A Shareholder shall not have the right to the return of its Capital Contribution except in accordance with clause 14 or upon the termination and liquidation of the Fund and provided that there are sufficient Proceeds to be distributed in this context.

The surplus resulting from the realisation of the assets and the payment of the liabilities of the Fund at liquidation shall be paid to the Shareholders in accordance with the principles set out in relation to the rules of priority for Distributions made during the lifetime of the Fund in clause 14.2 above and in accordance with the Articles.

Amounts which have not been claimed by Shareholders at the close of the liquidation process will be deposited in escrow with the *Caisse de Consignation* in Luxembourg. Should such amounts not be claimed within the prescription period, then they may be forfeited.

The Auditor, the UCI Administrator and the Depositary shall continue to exercise their functions until the closing of the liquidation.

21 Limitations of liability and indemnities

21.1 Limitation of liability

None of the Indemnified Persons shall have any liability for any loss to the Fund or the Shareholders arising in connection with, as applicable: (i) the services to be performed under or pursuant to this Offering Memorandum and the Articles, or (ii) in respect of services as a Nominated Director, or (iii) which otherwise arise in relation to the operation, business or activities of the Fund, save in respect of any matter resulting from such Indemnified Person's fraud, gross negligence, willful misconduct, bad faith or reckless disregard for their obligations and duties in relation to the Fund.

21.2 Indemnity

The Fund agrees to indemnify and hold harmless, out of the assets of the Fund, the Indemnified Persons against any and all liabilities, actions, proceedings, claims, costs, demands, damages and expenses (including legal fees) incurred or threatened arising out of or in connection with or relating to or resulting from, as applicable: (i) the Indemnified Person being or having acted as a General Partner, AIFM or Investment Advisor in respect of the Fund, or (ii) arising in respect of any matter resulting from the exercise of its powers as a General Partner, AIFM or Investment Advisor or (iii) from the provision of services to or in respect of the Fund, or (iv) in respect of services as a Nominated Director, or (v) which otherwise arise in relation to the operation, business or activities of the Fund; provided, however, that any Indemnified Person shall not be so indemnified with respect to any matter resulting from their fraud, gross negligence, willful misconduct, bad faith or reckless disregard for their obligations and duties in relation to the Fund.

The General Partner shall maintain such appropriate professional indemnity insurance as is reasonable and appropriate to cover the professional liability risk of the Indemnified Persons and the Fund, at the expense of the Fund, against any liability asserted against or incurred by them in any such capacity.

21.3 Continuing Effect

For the avoidance of doubt, the indemnities under clause 21.2, shall continue in effect notwithstanding that the Indemnified Person shall have ceased to act, as applicable, as general partner, AIFM or otherwise to provide services to or in respect of the Fund or to act in any of the capacities described in the first paragraph of clause 21.2.

21.4 Agents

The delegation by the AIFM and the General Partner to any agent acting on their behalf must comply with article 18 of the AIFM Law.

21.5 Taxation

Each of the Shareholders shall indemnify each of the General Partner, the AIFM, the Investment Advisor and the Fund against the amount of Taxation and Mandatory Reporting Penalties (as far as the Taxation and Mandatory Reporting Penalties are lawful and correct) for which the General Partner, the AIFM, the Investment Advisor or the Fund are liable on behalf of that Shareholder or in respect of that Shareholder's Shares (save in respect of any matter resulting from the General Partner, the AIFM and/or the Fund's fraud, gross negligence, willful misconduct, bad faith or reckless disregard for their obligations and duties in relation to the Fund).

22 Confidentiality

22.1 Confidential information

The Shareholders shall not, and each Shareholder shall use all reasonable endeavours to procure that every person connected with or associated with such Shareholder shall not, without the prior written consent of the General Partner, disclose to any person, firm or corporation or use to the detriment of the Fund, the General Partner, the AIFM, the Investment Advisor, any Portfolio Company or any of the Shareholders any confidential information which may have come to its or their knowledge concerning the affairs of the Fund, the General Partner, the AIFM, the Investment Advisor any of the Shareholders or the Portfolio Companies or proposed Investments, provided, however, that in respect of each Shareholder the foregoing obligation shall not apply to information which:

- (a) is possessed by such Shareholder prior to the receipt thereof from the Fund, the General Partner or the AIFM; or
- (b) becomes known to the public other than as a result of a breach of such obligations by such Shareholder.

Each Shareholder acknowledges that:

- (c) unless otherwise stated, all information provided to them by the Fund, the General Partner or the AIFM, relating to the affairs of the Fund, General Partner, the AIFM, any of the Shareholders or the Portfolio Companies or proposed Investments is confidential and the release of such information may be detrimental to the affairs or business of the Fund, the General Partner, the AIFM, the Investment Advisor or any of the Shareholders; and
- (d) unless otherwise stated, all information provided to them by the Fund, the General Partner, the AIFM or the Investment Advisor in relation to any Portfolio Company or potential Investment is commercially sensitive information and the release of such information may be detrimental to the affairs or business of the Fund, General Partner, the AIFM, the Investment Advisor or any Portfolio Company (or potential Portfolio Company) and may prejudice their commercial interests.

22.2 Exceptions to confidentiality

Notwithstanding clause 22.1, a Shareholder shall be entitled to disclose confidential information received by it from the Fund, the General Partner or the AIFM:

- (a) if the Shareholder is a private company, to its shareholders; or
- (b) to its *bona fide* professional advisers, financiers and auditors, for reasons related to the provision of their services; or
- (c) if specifically required to do so by law (and there is no relevant exemption which is applicable) or by a court of law or by the regulations of any relevant stock exchange or any governmental, regulatory or tax authority to which any of the Shareholders or any such person connected or associated with a Shareholder is subject; or
- (d) if otherwise agreed in writing by the General Partner (by written communication addressed to such Shareholder);

provided that in the case of lit. (a), (b) and (d), such disclosure shall only be allowed if the recipient is bound by a substantially equivalent obligation of confidentiality in respect of such information and has given an undertaking not to make any further disclosures of such information other than as permitted by such substantially equivalent obligation, and each Shareholder hereby warrants to the General Partner that such recipient will continue to comply with such undertakings.

Each Shareholder which is subject to any obligation to disclose information concerning the business or affairs of the Fund or any Portfolio Company shall immediately notify the General Partner as soon as it becomes aware of any request from any third party, other than its own shareholders or investors, advisers, auditors or any governmental, regulatory or tax authorities to which such Shareholder is required to report or in respect of any information disclosed for such information to be provided or disclosed by such Shareholder to such third party, and each Shareholder warrants to the General Partner that it will use all reasonable endeavours to seek to defend such request at all times in accordance with the provisions of the relevant public disclosure laws, statutes, statutory instruments, regulations or policies.

22.3 Refusal to supply information

Notwithstanding any other provision of this Offering Memorandum, the Fund, the General Partner, the Investment Advisor and the AIFM shall have the right not to provide a Shareholder with information that such Shareholder would otherwise be entitled to receive or to have access to pursuant to this Offering Memorandum or otherwise if:

- (a) the Fund, the General Partner, the AIFM or the Investment Advisor is required by law or by contractual agreement with a third party to keep such information confidential;
- (b) the Fund, the General Partner, the AIFM or the Investment Advisor in good faith believe that the disclosure of such information to such Shareholder is not in the best interest of the Fund or could damage the Fund, the General Partner, the AIFM, the Investment Advisor, any Shareholder or any of its Portfolio Companies (or potential Portfolio Companies) or its business;
- (c) such Shareholder is in default and/or has refused to provide information that the General Partner has requested and needs to operate the Fund; or
- (d) the General Partner in good faith determines that it is reasonably foreseeable that such information could be disclosed by such Shareholder as a consequence of the Shareholder being subject to laws in the nature of freedom of information acts or as a result of it being subject to public disclosure laws, statutes, statutory instruments, regulations or policies, and the disclosure of such information would not be in the best

interests of the Fund, the General Partner, the AIFM, the Investment Advisor, any Shareholder or any of its Portfolio Companies (or potential Portfolio Companies).

In the event that the Fund, the General Partner, the AIFM or the Investment Advisor choose not to provide a Shareholder with certain information in accordance with the prior clause, the General Partner will use commercially reasonable efforts to make such information available for inspection at the offices of the General Partner (or such other place as the General Partner may decide) or to make it available on a "read-only" basis on such website as the General Partner may reasonably determine.

It is the responsibility of the Shareholder to inform the GP of any change in situation that could put him/her/it in a conflict of interest (for example, in the case of investment in or involvement in the governance of a company directly competing with a Fund's Investment).

23 Variation of Offering Memorandum

23.1 Variation of Offering Memorandum with consent

This Offering Memorandum may only be amended (whether in whole or in part) by the written consent of the General Partner and the Limited Shareholders by means of a Shareholders' Ordinary Consent. However, no such variation shall be made which:

- (a) shall impose upon any Shareholder any obligation to make any further payment to the Fund beyond the amount of its Undrawn Commitment;
- (b) increases the liabilities of or obligations of, or diminishes the rights of or protections of, a particular Shareholder or a particular group of Shareholders differently than the other Shareholders under this Offering Memorandum; or
- (c) otherwise modifies the limited liability of any Limited Shareholder,

without the affirmative consent of all Shareholders adversely affected thereby, and provided further that no variation may be made to this clause 23.1, without the unanimous consent of all Shareholders.

Should any amendments of the Offering Memorandum entail an amendment of the Articles, such amendment shall be passed by Shareholders' Ordinary Consent, subject to applicable laws, to be passed by the General Meeting.

23.2 Variations of Offering Memorandum without consent

Notwithstanding clause 23.1, this Offering Memorandum may be amended by the General Partner without the consent of the other Shareholders to:

- (a) transfer the registered office of the Fund within the Grand Duchy of Luxembourg;
- (b) cure any ambiguity or correct or supplement any provision hereof which is incomplete or inconsistent with any other provisions hereof or correct any printing, stenographic or clerical error or omissions so long as the changes do not adversely affect the rights and obligations of any existing Shareholder in any material respect;
- (c) make any change that is necessary to satisfy any applicable requirements, conditions or guidelines contained in any law, opinion directive, order, statute, rule, regulation of any governmental entity or any other legislation which, in each case, is mandatorily applicable to the Fund;

- (d) note any change (including for the avoidance of doubt any amendments arising from the changes in their internal management) of the General Partner, the Investment Advisor, the Depositary, the UCI Administrator, the Domiciliary and Registrar and Transfer Agent or the Auditor or add any Distributor; or
- (e) make changes negotiated with any prospective investors or Shareholders admitted after the First Closing Date so long as the changes do not adversely affect the rights and obligations of any existing Shareholder in any material respect.

In the event that any conflict exists between the provisions of this Offering Memorandum and the Subscription Agreements, or any other document of a contractual or commercial nature (but, for the avoidance of doubt, excluding any Side Letter, which shall prevail between the General Partner, the AIFM, as the case may be, and the relevant Shareholder) signed or issued by the General Partner and/or the AIFM in relation to the Fund, this Offering Memorandum shall prevail. In the event of any conflict or ambiguity between this Offering Memorandum and the Articles, the terms of this Offering Memorandum shall prevail, to the extent possible under applicable law. In the event a conflict between the provisions of the Offering Memorandum and the provisions of the Articles arises, the General Partner and the Shareholders undertake to use best efforts to amend the Articles as soon as reasonably possible to reflect the terms of the Offering Memorandum.

24 Notices

Unless expressly provided otherwise, any notice or other communication to be given under this Offering Memorandum must be in writing (which shall include text transmitted by e-mail), in English and signed in manuscript by or on behalf of the person giving it (which includes a scanned manuscript signature) and may be served by one of the following methods:

- (a) hand delivery;
- (b) pre-paid first-class post, recorded delivery or registered post;
- (c) pre-paid registered airmail; or
- (d) e-mail,

in each case to the address or number (as appropriate) and for the attention of the person set out in this clause 24 below or to such other address or e-mail address or for the attention of such other person as may have been notified, in the case of a Shareholder, by such Shareholder to the General Partner, or, in the case of the General Partner, as may have been notified by the General Partner to all Shareholders, for the purposes of this Offering Memorandum (which shall in each case supersede the previous address or number from the date on which notice of the new address or number is deemed to be served pursuant to this clause 24).

Contact details for notification purposes:

Entity	Address	Email address	For the attention of
General Partner	30, Boulevard Royal L-2449 Luxembourg Grand Duchy of Luxembourg	twestonsmith@crayonpartners.com jeffrey.nadal@orientislux.com	the Board of Managers

Shareholder	(as indicated in the relevant Subscription Agreements)		
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In proving receipt of any notice or other communication served in accordance with the first paragraph of this clause 24, it shall be sufficient to show that the envelope containing the notice or other communication was properly addressed and either delivered to the relevant address by hand or posted as a first class, registered, recorded delivery or registered airmail letter, or that the fax was dispatched to the correct number and a confirmatory transmission report received, or that the email was sent to the correct email address.

The provisions of this clause 24 do not apply to any document to be served in connection with any court proceedings that may arise out of or in connection with this Offering Memorandum.

25 **Depositary, UCI Administrator, Domiciliary, Registrar and Transfer Agent and Auditor**

25.1 **Depositary**

Banque de Patrimoines Privés is acting as Depositary of the Fund in accordance with a depositary agreement entered into force on 22, November 2024, as amended from time to time (the "**Depositary Agreement**") and the relevant provisions of the 2016 Law, the AIFM Law and the AIFMD and the Commission Delegated Regulation (EU) N° 231/2013, as amended (the "**AIFM Regulation**") (together defined as the "**AIFM Rules**").

The Depositary shall fulfil the obligations and duties provided for by the 2016 Law and the AIFM Law and it has been entrusted with the safekeeping of financial instruments of the Fund that can be held in custody and for the record keeping and verification of ownership of the other assets of the Fund, The Depositary shall further ensure an effective and proper monitoring of the Fund's cash flows.

Furthermore, in compliance with the AIFM Rules (including but not limited to Article 21(9) of the AIFMD and Articles 92 to 97 of the AIFM Regulation), the Depositary shall:

- (a) ensure that the sale, issue, re-purchase, redemption and cancellation of Shares are carried out in accordance with Luxembourg law, the AIFM Rules, the Articles and this Offering Memorandum;
- (b) ensure that the value of the Shares is calculated in accordance with the AIFM Rules, the Articles and this Offering Memorandum;
- (c) carry out the instructions of the General Partner and the AIFM, unless they conflict with the AIFM Rules, the Articles or this Offering Memorandum;
- (d) ensure that in transactions involving investments any consideration is remitted to the Fund within the usual time limits; and
- (e) ensure that income is applied in accordance with the AIFM Rules, the Articles and this Offering Memorandum.

The Depositary may not delegate any of the obligations and duties set out in (a) to (e) of this clause.

In compliance with the provisions of the 2016 Law and the AIFM Law, the Depositary may, under certain conditions, entrust part or all of the assets which are placed under its custody to sub-custodians as appointed from time to time. The Depositary's liability shall not be affected by any such delegation, unless otherwise specified, but only within the limits as permitted by

the AIFM Law. In particular, under the conditions laid down in article 19(14) of the AIFM Law, including the condition that the Investors have been duly informed of that discharge and of the circumstances justifying the discharge prior to their investment, the Depositary can discharge itself of liability in the case where the law of a third country requires that certain financial instruments are held in custody by a local entity and there are no local entities that satisfy the delegation requirements laid down in article 19(11) point (d)(ii) of the AIFM Law.

The Depositary has no decision-making discretion nor any advice duty relating to the Fund's investments. The Depositary is a service provider to the Fund and is not responsible for the preparation of this Offering Memorandum and therefore accepts no responsibility for the accuracy of any information contained in this Offering Memorandum or the validity of the structure and investments of the Fund.

In consideration for its services, the Depositary shall be paid a fee out of the assets of the Fund as part of the administrative expenses, as determined from time to time in accordance with the Depositary Agreement.

25.2 UCI Administrator

Under a certain alternative investment fund administration (the "**Administration Agreement**"), Banque de Patrimoines Privés has been appointed as UCI administrator of the Fund ("**UCI Administrator**").

The UCI Administrator is responsible for the administration of the Fund, the maintenance of records and other general administrative functions, as well as the processing of the calculation of the Net Asset Value. The attention of Investors is drawn to the fact that, for the avoidance of doubt, the General Partner, the AIFM and the Fund shall provide, with the assistance of specialised and reputable service providers, or cause third party specialised and reputable service providers to provide, the UCI Administrator with the pricing/valuation of the Portfolio Companies with respect to which no market price or fair value is made available to the general public or to the whole community of professionals of the financial sector, together with appropriate supporting data or evidence regarding the accuracy of such pricing/valuation, in accordance with the rules laid down in the Articles and this Offering Memorandum. The AIFM shall remain ultimately responsible for the pricing/valuation of such Investments.

The UCI Administrator shall further be responsible for the processing of the issue (registration) and redemption of the Shares and settlement arrangements thereof. The UCI Administrator shall furthermore assist the General Partner to determine whether prospective Investors willing to subscribe for Shares meet the eligibility requirements foreseen herein, *i.e.*, that they qualify as Eligible Investors.

The UCI Administrator is responsible for providing the financial reports of the Fund.

As client communication agent, the UCI Administrator is also responsible for handling of confidential communication and correspondence intended for investors.

The UCI Administrator is entitled to receive a fee for the performance of its duties, as indicated in the administration services agreement.

The fees and charges of the UCI Administrator are borne by the Fund under the agreement concluded with the UCI Administrator and in accordance with common practice in Luxembourg.

25.3 Approved Statutory Auditor

The operations of the Fund and its financial situation including particularly its books shall be audited by one independent auditor (*réviseur d'entreprises agréé*), who shall satisfy the requirements of Luxembourg law as to honourableness and professional experience, who shall

carry out the duties prescribed by this Offering Memorandum and the Articles, and who will be remunerated by the Fund.

26 Power of attorney

Each Shareholder appoints the General Partner as its attorney to sign, execute and deliver on behalf of such Shareholder any deeds and documents and to do all acts and things necessary to give effect to the terms of this Offering Memorandum and the Articles, securing to the General Partner the full benefit of the rights, powers, privileges and remedies conferred on the General Partner in this Offering Memorandum. By way of clarification, the powers of attorney granted to the General Partner pursuant to this clause are intended to be ministerial in scope and limited solely to those items permitted under the relevant grant of authority, and such powers of attorney are not intended to be a general grant of power to otherwise independently exercise discretionary judgement on behalf of the Shareholder.

A power of attorney issued in accordance with clause 26 (i) shall terminate upon the earlier of (x) the date of any resolution for removal of the General Partner and/or the AIFM in accordance with the procedures set out in clause 6, (y) the withdrawal and release of an Investor from the Fund, or (z) the dissolution of the Fund, and (ii) in respect of actions requiring any Shareholders' consent, may only be used following such consent.

27 Risk Factors

By making an investment in the Fund, Shareholders will be deemed to acknowledge the existence of the risks set out in Schedule 2 and to have waived any claim with respect to, or arising from, the existence of any such risks. The summary below is not a complete or exhaustive list or explanation of all risks involved in an investment in the Fund. Shareholders should conduct their own due diligence and obtain such professional advice including, without limitation, advice on the suitability of and the legal and tax consequences to them of an investment in the Fund before deciding to make such investment.

28 Taxation – Certain Luxembourg tax considerations

The following is based on the Fund's understanding of, and advice received on, certain aspects of the law and practice currently in force in Luxembourg. The following is given as a general guide to the Luxembourg tax treatment of the Fund and of an investment in the Fund but it does not purport to be a complete analysis of all possible tax situations that may be relevant to an investment decision or to particular categories of investor (such as investors who do not hold their interest beneficially for themselves, some of which may be subject to specific tax rules). This summary does not allow any conclusions to be drawn with respect to issues not specifically addressed.

The below summary is included herein solely for preliminary information purposes. It is not intended to be, nor should it be construed to be tax advice.

The following description of Luxembourg tax law is based upon the Luxembourg law and regulations as in effect and as interpreted by the Luxembourg tax authorities on the date of this Offering Memorandum and is subject to any amendments in law (or in interpretation) later introduced, whether or not on a retroactive basis.

Accordingly, prospective investors in the Fund are strongly urged to consult their tax advisers on the possible tax and other consequences of their subscribing for, purchasing, holding, selling or redeeming shares under the laws of their country of incorporation, establishment, citizenship, residence or domicile.

The residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a tax, duty, levy,

impost or other charge or withholding of a similar nature refers to Luxembourg tax law and/or concepts only. Also, a reference to Luxembourg income tax encompasses corporate income tax (*impôt sur le revenu des collectivités* or “**CIT**”), municipal business tax (*impôt commercial communal* or “**MBT**”), a solidarity surcharge (*contribution au fonds pour l'emploi*) and personal income tax (*impôt sur le revenu*). It also includes net wealth tax (*impôt sur la fortune* or “**NWT**”) as well as other duties, levies or taxes. CIT, MBT as well as the solidarity surcharge and NWT invariably apply to most corporate taxpayers resident in Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax and the solidarity surcharge. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, MBT may apply as well.

28.1 Taxation of the Fund

The Fund is not liable for any CIT, MBT, or NWT (to the extent that the Fund does not elect for the regime set out in article 48(1) of the 2016 Law) but only to an annual subscription tax (*taxe d'abonnement*) at the current rate of 0.01 per cent per annum calculated on the aggregate net assets of the Fund. Certain exemptions from the subscription tax may apply.

No stamp duty or other tax is in principle payable in Luxembourg on the issue of shares by the Fund, except a fixed registration duty of EUR 75 which is paid upon the Fund's incorporation or any amendment of its articles of association governing such *société en commandite par actions* (the “**Articles of Association**”).

28.2 Luxembourg Withholding Tax on Distributions made by the Fund

There is no withholding tax on any distribution, redemption or payment made by the Fund to its investors (save where interest is paid to Luxembourg resident individuals pursuant to the Luxembourg law of 23 December 2005, as amended, which introduces a 20% withholding tax on interest payments made by a paying agent established in Luxembourg to Luxembourg individual resident beneficial owners). There is also no withholding tax on the distribution of liquidation proceeds to its investors.

28.3 Taxation of Luxembourg non-resident Investors

Investors who are non-residents of Luxembourg and who do not have a permanent establishment or a permanent representative in Luxembourg to which the shares of the Fund are allocated, are generally not liable for any Luxembourg income tax on income received and capital gains realised upon the sale, disposal or redemption of the Shares.

Non-resident corporate investors which have a permanent establishment or a permanent representative in Luxembourg to which shares in the Fund are attributable, must include any income received, as well as any gain realised on the sale, disposal or redemption of shares in the Fund in their taxable income for Luxembourg tax assessment purposes.

The same inclusion applies to non-resident individuals, acting in the course of the management of a professional or business undertaking, who have a permanent establishment or a permanent representative in Luxembourg to which the shares are allocated. Taxable gains are determined as being the difference between the sale, repurchase or redemption price and the lower of the cost or book value of the shares sold or redeemed.

28.4 Taxation of Luxembourg Residents

(a) Luxembourg resident individuals

Any dividends received on shares in the Fund by resident individuals, who act in the course of either their private wealth or their professional/business activity, are subject to income tax at the progressive ordinary rate.

A gain realised upon the sale, disposal or redemption of shares or through liquidation proceeds from the Fund by Luxembourg resident individual investors, acting in the course of the management of their private wealth, is not subject to Luxembourg income tax, provided this sale, disposal or redemption takes place more than six months after shares were acquired and provided the shares do not represent a substantial shareholding. A shareholding is considered as a substantial shareholding in limited cases, in particular if (i) the investor has held, either alone or together with his spouse and/or his minor children, either directly or indirectly, at any time within the five years preceding the realisation of the gain, more than 10 per cent of the share capital of the Fund or (ii) the taxpayer acquired free of charge, within the five years preceding the transfer, a participation that was constituting a substantial participation in the hands of the alienator (or the alienators in case of successive transfers free of charge within the same five-year period). If these conditions are not met, the capital gain on a substantial shareholding will become subject to Luxembourg income tax under certain conditions with specific rules depending on when the disposal will occur.

Capital gains realised upon the disposal of the shares by a resident individual shareholder, who acts in the course of the management of his/her professional/business activity, are subject to personal income tax at ordinary rates. Taxable gains are determined as the difference between the sale, repurchase or redemption price and the lower of the cost or book value of the shares sold or redeemed.

(b) Luxembourg resident companies

Luxembourg resident corporate investors (*sociétés de capitaux*) must include any income received, as well as any gain realised on the sale, disposal or redemption of shares in the Fund, in their taxable income for Luxembourg income tax assessment purposes.

(c) NWT (Net Wealth Tax)

Luxembourg NWT will be levied on the Shares in the Fund in the hands of an investor if such investor is a corporate entity resident in Luxembourg or a non-resident shareholder that have a permanent establishment or a permanent representative in Luxembourg to which the Shares are allocated, except if such shareholders are (a) an undertaking for collective investment subject to the amended law of 17 December 2010, (b) a securitisation company subject to the amended law of 22 March 2004, (c) a company subject to the amended law of 15 June 2004 on venture capital vehicles, (d) a specialised investment fund subject to the amended law of 13 February 2007, (e) a family wealth management company governed by the law of 11 May 2007, (f) a reserved alternative investment fund subject to the law of 23 July 2016, (g) a professional pension institution subject to the amended law of 13 July 2005, and (h) an individual. However, a securitisation company subject to the amended law of 22 March 2004, a professional pension institution subject to the amended law of 13 July 2005 and a company subject to the amended law of 15 June 2004 on venture capital vehicles are, as from 1 January 2016, subject to a minimum NWT, as well as, reserved alternative investment fund subject to the law of 23 July 2016, provided it is foreseen in the incorporation documents that (i) the exclusive object is the investment in risk capital and that (ii) article 48 of the aforementioned law of 23 July 2016 applies.

(d) Luxembourg resident companies benefiting from a special tax regime

Luxembourg resident corporate investors which are benefiting from a special tax regime, such as (a) family estate management companies governed by the law of 11 May 2007, (b) undertakings for collective investment subject to the law of 17 December 2010, (c) specialised investment funds subject to the law of 13 February 2007, or (d) reserved alternative investment funds subject to the law of 23 July 2016, provided it is not foreseen in the incorporation documents that (i) the exclusive object is the investment in risk capital and that (ii) article 48 of the aforementioned law of 23 July 2016 apply, are tax exempt entities in Luxembourg, and are thus not subject to any Luxembourg income tax.

28.5 Value Added Tax (“VAT”)

The Fund will benefit from a VAT exemption applicable to certain services it receives which qualify as fund management services within the meaning of the Luxembourg VAT law. Any Luxembourg VAT incurred by the Fund on services supplied to it which could not fall within the scope of a Luxembourg VAT exemption would be a final cost to the Fund.

28.6 Other Taxes

Under Luxembourg tax law, where an individual shareholder is a resident of Luxembourg for tax purposes at the time of his/her death, the shares in the Fund are included in his or her taxable basis for inheritance tax purposes. On the contrary, no inheritance tax is levied on the transfer of the share upon death of a shareholder in cases where the deceased was not a resident of Luxembourg for inheritance purposes.

Gift tax may be due on a gift or donation of the shares in the Fund if the gift is recorded in a Luxembourg notary deed or otherwise registered in Luxembourg.

The tax consequences will vary for each shareholder in accordance with the laws and practices currently in force in an Individual's country of citizenship, residence, or temporary domicile, and in accordance with his or her personal circumstances. Prospective investors should therefore ensure they are fully informed in this respect and should, if necessary, consult their tax advisors.

28.7 Automatic exchange of information

Investors should note that Luxembourg signed an IGA with the U.S. in 2014 to assist with the implementation of the U.S. FATCA and implemented the obligations resulting from the IGA into Luxembourg domestic law on 24 July 2015 (the “**FATCA Law**”).

Luxembourg further implemented the provisions of the DAC 6 Directive as well as the multilateral agreement of 29 October 2014 by which the OECD adopts the CRS into domestic law on 18 December 2015 (the “**CRS Law**”).

Under the FATCA Law and the CRS Law, a Fund - as a financial institution – (or any other entity designated by a Fund to this end) may be obliged to identify its investors and, as the case may be, to report certain information regarding certain investors (qualifying as reportable persons or qualifying as passive non-financial entities controlled by such reportable persons) as well as their investment and their allocable share of income to the Luxembourg Tax Authorities (*Administration des Contributions Directes*). The Luxembourg Tax Authorities will then forward such information to the relevant foreign authorities of other participating jurisdictions in the context of CRS and to the U.S. Internal Revenue Service in the context of FATCA.

The Fund may be unable to satisfy its reporting obligations (including, if the Fund cannot collect the requisite information from some or all of its investors) and, as a result, payments received by the Fund may be subject to withholding tax, interest and/or penalties imposed on the Fund attributable to such investor's non-compliance under the IGA and FATCA, and the Fund manager may require such investor to withdraw from the Fund.

While the Fund will make all reasonable efforts to seek documentation from investors to comply with these rules and to allocate any taxes or penalties imposed or required to be deducted under the IGA and/or FATCA to investors of the Fund whose non-compliance caused the imposition or deduction of the tax or penalty, it cannot be excluded that other complying investors in the Fund may be affected by the presence of such non-complying investors.

By investing (or continuing to invest) in the Fund, Investors shall be deemed to acknowledge that:

- the Fund may be required to disclose to the Luxembourg Tax Authorities (or to other foreign competent authorities, as applicable) certain information in relation to the investor and certain information relating to the investor's investment;
- the Luxembourg Tax Authorities (or other foreign fiscal authorities, as applicable) may be required to automatically exchange information as outlined above with the IRS under FATCA or other foreign competent authorities (as applicable) under CRS;
- entities in which the Fund may invest (each, an "**Offshore Entity**") may be required to disclose to the IRS and other foreign competent authorities (as applicable) certain confidential information when registering with such authorities, and such authorities may contact such Offshore Entity with further enquiries; and
- each Offshore Entity may require the investor to provide additional information and/or documentation which such Offshore Entity may be required to disclose to the relevant foreign competent authority.

It is recommended that all investors consult with their own tax advisors regarding their FATCA and CRS classification and the information that must be provided upon request, as well as the possible implications these rules may have on their investments in the Fund. Investors investing indirectly through intermediaries should confirm the FATCA and CRS compliance status of such intermediaries to ensure that they do not suffer any withholding tax on their investment return.

Under relevant Luxembourg rules, failure to comply with the above mentioned legislation may lead to fines amounting up to (i) EUR 250,000 where the reporting obligations are not fulfilled, (ii) which can be increased by an amount up to 0.5% of the amounts that should have been reported where the company has not reported or reported incompletely reportable accounts and (iii) to a lump sum fine of EUR 10,000 in the event of absence or late reporting for FATCA or CRS purposes.

29 Data Protection and Delegation

In accordance with the provisions of the data protection act applicable in the Grand Duchy of Luxembourg, and Regulation No. 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data applicable since 25 May 2018 (the "**Data Protection Act**"), the Fund, acting as data controller, gathers, stores and processes, electronically or otherwise, data provided by investors for the purposes of providing the services required by investors and complying with its legal and regulatory obligations. Data processed include the name, contact details (including the postal or electronic address), bank details and the amount invested by each investor (or, where the investor is a legal person, the data of the contact persons and/or owner(s)) ("**Personal Data**").

The investor may, at its discretion, refuse to disclose its Personal Data to the Fund. In this case, however, the Fund may reject a subscription application.

In accordance with the conditions set out in the Data Protection Act, each investor shall have the right to:

- access its Personal Data;
- request the rectification of inaccurate or incomplete Personal Data concerning it;
- oppose the processing of its Personal Data;
- request the erasure of its Personal Data;

- request the portability of its Personal Data.

Each investor may exercise the above rights by writing to the registered office of the Fund.

The investor also acknowledges the existence of its right to lodge a complaint with a data protection supervisory authority.

The Personal Data provided by investors are processed, in particular, for the processing of subscriptions, redemptions and conversions of shares and the payment of distributions to investors, for the management of accounts, customer relation management, tax identification required by Luxembourg or foreign laws and regulations (including laws and regulations relating to CRS/FATCA) and compliance with anti-money laundering regulations. Personal Data provided by investors is also processed for the purpose of keeping the Fund's register of shareholders up to date. In addition, Personal Data may incidentally be processed for commercial purposes. Each investor shall have the right to oppose the use of its Personal Data for commercial purposes by writing to the registered office of the Fund.

To this end, Personal Data may be transferred to affiliated entities and third parties supporting the activities of the Fund, including the AIFM, the Depositary, the Auditor, the Investment Advisor and/or any other agent of the Fund, acting collectively as data processors or joint data controller as the case may be.

The Fund may transfer Personal Data to third parties such as governmental or regulatory agencies, including tax authorities, inside or outside the European Union, in accordance with applicable laws and regulations. In particular, these Personal Data may be disclosed to the Luxembourg tax authorities who may in turn, as data controller, disclose them to foreign tax authorities.

Personal Data will not be kept for longer than is necessary for the purposes of processing the data, subject to statutory storage periods applicable provided for by the laws.

By subscribing for the Fund's shares, each investor consents to such processing of his personal data.

30 Prevention of Money Laundering

The Fund and the General Partner shall at all times comply with the obligations imposed by Luxembourg applicable laws, rules and regulations with respect to anti-money laundering and, in particular, with the law dated 12 November 2004 as amended from time to time, the law of 13 January 2019, the Grand Ducal regulation dated 1 February 2010 providing details on certain provisions of the AML Law, as amended from time to time, the relevant CSSF circulars and regulations, including (without being limited to) the CSSF Regulation 12/02 dated 14 December 2012 relating to the fight against money-laundering and the financing of terrorism, as amended. In this context, all Shareholders acknowledge and agree that, pursuant to the provisions of the above mentioned laws, circulars and regulations, the Fund and/or the General Partner is required to disclose certain of ultimate beneficial owners and persons purporting to act on behalf of the customer.

In addition, many jurisdictions are in the process of changing or creating anti-money laundering, embargo and trade sanctions, or similar laws, regulations, requirements (whether or not with force of law) or regulatory policies and many financial intermediaries are in the process of changing or creating responsive disclosure and compliance policies (collectively "**Requirements**") and the Fund could be requested or required to obtain certain assurances from Investors subscribing for Shares, disclose information pertaining to them to governmental, regulatory or other authorities or to financial intermediaries or engage in due diligence or take other related actions in the future. It is the Fund's policy to comply with Requirements to which it is or may become subject to and to interpret them broadly in favour of disclosure. Each Investor will be required to agree in the Subscription Agreement, and will be deemed to have agreed by reason of owning any Shares,

that it will provide additional information or take such other actions as may be necessary or advisable for the Fund (in the sole judgment of the General Partner) to comply with any Requirements, related legal process or appropriate requests (whether formal or informal) or otherwise. Each Investor by executing the Subscription Agreement consents and by owning Shares is deemed to have consented, to disclosure by the Fund and its agents to relevant third parties of information pertaining to it in respect of Requirements or information requests related thereto. Failure to honour any such request may result in redemption by the Fund or a forced sale to another Investor of such Investor's Shares.

The Fund also requires each Investor to represent and warrant to the Fund that no consideration that such Investor contributes to the Fund is derived from, or related to, any activity that contravenes U.S. federal, state or other international laws and regulations (including, but not limited to, the USA Patriot Act of 2001 and the regulations thereunder) and that such Investor will provide to the Fund any additional information regarding the Investor that the Fund deems necessary or appropriate to ensure compliance with all laws concerning money laundering and similar activities applicable to the Fund or one of its service providers.

If at any time it is discovered that any such representations by the Investor are incorrect, or if otherwise required by the laws and regulations related to money laundering and similar activities applicable to the Fund or one of its service providers, the General Partner may in its sole discretion undertake appropriate actions to ensure compliance with applicable laws or regulations, including but not limited to, refusing to process the Investor's redemption request or freezing, segregating or redeeming the Investor's subscription in the Fund.

31 Conflicts of Interest

The General Partner, the AIFM (and, where applicable managers or investment advisors involved in the management of the assets of the Fund), the Depositary, the Investment Advisor, the UCI Administrator and their respective Affiliates, directors, officers and shareholders will adopt policies that seek to respectively ensure that the performance of their respective duties will not be impaired by any conflicts of interest. In the event that a conflict of interest does arise, the General Partner, the AIFM and the relevant parties shall ensure that it is resolved fairly without undue delay, in the best interest of the Limited Shareholders of the Fund and in accordance with this Offering Memorandum.

Each conflict of interest will be recorded in register of conflicts of interest kept by the General Partner.

ARTICLE 23(1) AIFMD INFORMATION REQUIREMENT TABLE

AIFM Name: Pure Capital S.A.

AIF Name: CRAYON JAUNE SCA SICAV-RAIF

Information Requirement	Clause of the Offering Memorandum
The AIFM will make available to investors the following information before they invest in the AIF, as well as any material changes thereof:	
<p>23(1)(a)</p> <ul style="list-style-type: none"> - a description of investment strategies and objectives of the AIF - information on where any master AIF is established - if the AIF is a fund of funds, information on where underlying funds are established - a description of the types of assets in which the AIF may invest, - the techniques the AIF may employ and all associated risks - any applicable investment restrictions - the circumstances in which the AIF may use leverage - the types and sources of leverage permitted and the associated risks - any restrictions on the use of leverage 	<p>Clause 2 -General Provisions</p>
<p>23(1)(a)</p> <ul style="list-style-type: none"> - maximum level of leverage which the AIFM are entitled to employ on behalf of the AIF; 	<p>Clause 2.30 to 2.36</p>

Information Requirement	Clause of the Offering Memorandum
23(1)(b) - a description of the procedures by which the AIF may change its investment strategy or investment policy, or both;	Clause 23 - Variation of Offering Memorandum
23(1)(c) - a description of the main legal implications of the contractual relationship entered into for the purpose of investment, including information on jurisdiction, on the applicable law and on the existence or not of any legal instruments providing for the recognition and enforcement of judgments in the territory where the AIF is established;	IMPORTANT INFORMATION (page (i) to (iii))
23(1)(d) - the identity of the AIFM, and a description of its duties - the identity of the AIF's depositary and a description of its duties - the identity of the auditor, and a description of its duties - the identity of any other service provider and a description of its duties - investors rights (against all service providers, including AIFM);	Clauses 5 and 25
23(1)(e) - a description of how the AIFM is complying with the requirements of Article 9(7);	Clause 5
23(1)(f) - a description of any delegated management function as referred to in Annex I by the AIFM - a description of any safekeeping function delegated by the depositary, the identification of the delegate and any conflicts of interests that may arise from such delegations;	Clause 25

Information Requirement	Clause of the Offering Memorandum
23(1)(g) - a description of the AIF's valuation procedure and of the pricing methodology for valuing assets, including the methods used in valuing hard-to-value assets in accordance with Article 19;	Clause 9
23(1)(h) - a description of the AIF's liquidity risk management, including the redemption rights both in normal and exceptional circumstances, and the existing redemption arrangements with investors;	Clause 5
23(1)(i) - a description of all fees, charges and expenses and of the maximum amounts thereof which are directly or indirectly borne by investors;	Clause 5, 9, 10, 11 and 12
23(1)(j) - a description of how the AIFM ensures a fair treatment of investors and, whenever an investor obtains preferential treatment or the right to obtain preferential treatment, a description of that preferential treatment, the type of investors who obtain such preferential treatment and, where relevant, their legal or economic links with the AIF or AIFM;	Clause 29
23(1)(k) - the latest annual report referred to in Article 22;	N/A – the AIF is new and no annual report has been issued
23(1)(l) - the procedure and conditions for the issue and sale of units or shares;	Clause 3 and 4
23(1)(m) - the latest net asset value of the AIF or the latest market price of the unit or share of the AIF, in accordance with Article 19;	N/A – the AIF is new and no net asset value has been issued

Information Requirement	Clause of the Offering Memorandum
23(1)(n) - where available, the historical performance of the AIF;	N/A – the AIF is new and no historical performance exists
23(1)(o) - the identity of the prime broker and a description of any material arrangements of the AIF with its prime brokers and the way the conflicts of interest in relation thereto are managed; and - the provision in the contract with the depositary on the possibility of transfer and reuse of AIF assets, and information about any transfer of liability to the prime broker that may exist;	N/A – no prime broker is appointed
23(1)(p) - a description of how and when the information required under 23(4) and 23(5) will be disclosed.	Clause 8
Sustainable Finance Disclosure Regulation – 6.3(a) -the manner in which sustainability risks are integrated into their investment or insurance advice; and -the result of the assessment of the likely impacts of sustainability risks on the returns of the financial products they advise on.	Clauses 8.8
Taxonomy Regulation and SFDR Disclosures	Schedule I

Schedule 1 : SFDR Disclosures

Template pre-contractual disclosure for the financial products referred to in Article 8, paragraphs 1, 2 and 2a, of Regulation (EU) 2019/2088 and Article 6, first paragraph, of Regulation (EU) 2020/852

Product name: Crayon Jaune SCA SICAV-RAIF

Legal entity identifier: Not applicable

Environmental and/or social characteristics

Does this financial product have a sustainable investment objective?



Yes



No



It will make a minimum of **sustainable investments with an environmental objective**: _%



in economic activities that qualify as environmentally sustainable under the EU Taxonomy



in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy



It will make a minimum of **sustainable investments with a social objective**: _%



It promotes **Environmental/Social (E/S) characteristics** and while it does not have as its objective a sustainable investment, it will have a minimum proportion of _% of sustainable investments



with an environmental objective in economic activities that qualify as environmentally sustainable under the EU Taxonomy



with an environmental objective in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy



with a social objective



It promotes E/S characteristics, but **will not make any sustainable investments**



What environmental and/or social characteristics are promoted by this financial product?

The investment policy of the Fund Crayon Jaune SCA SICAV-RAIF is to acquire a portfolio of real estate assets in freehold consisting of blocks of apartments or houses in the United Kingdom. The Properties will be generally marketed on a rent-to-own basis with a 3 to 5-year purchase option, with the intention to sell each individual flat within a 4-year period by way of the grant of a long lease.

The attainment of the promoted environmental and social characteristics is assessed via the following achievements :

Social characteristics :

Affordable Homeownership : With real estate prices and mortgage interest rates on the rise, the rent-to-own model offers a viable path to homeownership for those who may struggle with a down payment or don't qualify for a traditional mortgage. This approach helps bridge the gap between renting and owning, making homeownership more attainable. By gradually improving their credit score, and benefiting from the financial guidance offered by the rent to own operator, individuals can enhance their chances of qualifying for a mortgage over time.

Stability and security : the option to purchase in the future provides tenants with greater stability and a sense of security, as they have the potential to transition from tenants to owners within a defined period.

Sustainable investment means an investment in an economic activity that contributes to an environmental or social objective, provided that the investment does not significantly harm any environmental or social objective and that the investee companies follow good governance practices.

The **EU Taxonomy** is a classification system laid down in Regulation (EU) 2020/852, establishing a list of **environmentally sustainable economic activities**. That Regulation does not include a list of socially sustainable economic activities. Sustainable investments with an environmental objective might be aligned with the Taxonomy or not.

Long-Term Residents : long leases encourages long-term residency, fostering stronger community ties and social cohesion within the apartment blocks, with proven impacts on education achievements.

Tenant Empowerment : by promoting homeownership, tenants are more likely to take pride in their living environment, contributing to the upkeep and improvement of the property and surrounding community. It promotes better civic engagement in the community.

Environmental characteristics :

Sustainable building practices : the rent-to-own model is a long term partnership between the operator and the future home owners, in which the operator provides the best advices to purchase energy efficient assets or finance the home renovation. This partnership influences the properties to be developed or retrofitted with energy-efficient technologies (such as insulation, double-glazing, energy-efficient heating systems, etc.), allowing reduced energy consumption and lower carbon footprints for the residents.

Retrofit and regeneration : by improving the property through regeneration or retrofitting of existing buildings, the financial product may contribute to the reduction of urban blight and the reuse of existing structures, which is more environmentally sustainable than new builds.

Sustainable building practices : The rent-to-own model fosters a long-term partnership between the operator and future homeowners, where the operator offers valuable advice on purchasing energy-efficient assets or financing home renovations. This collaboration encourages the development or retrofitting of properties with energy-efficient technologies, such as insulation, double glazing, and energy-efficient heating systems. As a result, residents benefit from reduced energy consumption and a lower carbon footprint.

Overall impact :

The combination of promoting homeownership and potentially enhancing the environmental sustainability of the properties contributes to creating resilient, long-lasting communities. This dual focus on social and environmental sustainability can lead to healthier living environments and improved well-being for residents.

● ***What sustainability indicators are used to measure the attainment of each of the environmental or social characteristics promoted by this financial product?***

The strategy of the Fund is supporting two main Sustainable Development Goals (SDGs):

- SDG #10 : Reduced Inequality

The financial product promotes reduced inequalities by making homeownership more accessible to a broader range of people, including those who may be marginalized or financially excluded from traditional mortgage markets. This can help reduce wealth disparities, leading to direct outcomes such as enhanced financial protection for customers, improved educational achievements, better physical and psychological health, and upward social mobility.

- SDG #11 : Sustainable Cities and Communities

The focus on acquiring and potentially improving blocks of apartments contributes to sustainable urban development. By encouraging higher-density living and possibly incorporating energy-efficient upgrades, the product supports the creation of more sustainable and resilient communities.

By fostering long-term residency through the rent-to-own model, the product helps build stronger, more stable communities, which are crucial for sustainable urban environments.

Other few key performance indicators are used to measure the attainment of the characteristics :

- Income Deciles : at least 60% of households helped need to belong to the deciles 3 to 7

Sustainability indicators measure how the environmental or social characteristics promoted by the financial product are attained.

- Socio-professional category : the households that are targeted should mainly fall into one of the following categories :
 - o Key workers, i.e. a worker who fulfils a role regarded as vital for the community, especially in the health, education, security, and infrastructure sectors.
 - o People that do not fit bank criteria.
- Number of buying options exercised by households : at the end of the maturity of the product, at least 50% of the households should exercise their option.
- Households that need the deposit money to retrofit their home : during the investment period, at least 25% of the homes should be retrofitted or newly built.

● ***What are the objectives of the sustainable investments that the financial product partially intends to make and how does the sustainable investment contribute to such objectives?***

Not applicable

● ***How do the sustainable investments that the financial product partially intends to make, not cause significant harm to any environmental or social sustainable investment objective?***

Notwithstanding the above, the Fund does not consider the EU criteria for environmentally sustainable economic activities within the meaning of the Taxonomy Regulation. The alignment of the portfolio with such Taxonomy Regulation is not calculated. Therefore, the “Do No Significant Harm” principle does not apply to any of the investments of this financial product.

How have the indicators for adverse impacts on sustainability factors been taken into account?

Not applicable

The EU Taxonomy sets out a “do not significant harm” principle by which Taxonomy-aligned investments should not significantly harm EU Taxonomy objectives and is accompanied by specific EU criteria.

The “do no significant harm” principle applies only to those investments underlying the financial product that take into account the EU criteria for environmentally sustainable economic activities. The investments underlying the remaining portion of this financial product do not take into account the EU criteria for environmentally sustainable economic activities.

Any other sustainable investments must also not significantly harm any environmental or social objectives.

How are the sustainable investments aligned with the OECD Guidelines for Multinational Enterprises and the UN Guiding Principles on Business and Human Rights? Details:

Not applicable



Does this financial product consider principal adverse impacts on sustainability factors?

No

Principal adverse impacts are the most significant negative impacts of investment decisions on sustainability factors relating to environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters.



What investment strategy does this financial product follow?

The investment strategy guides investment decisions based on factors such as investment objectives and risk tolerance.

The Fund will seek to achieve its investment objectives by principally acquiring a portfolio of real estate assets in freehold or leasehold consisting of Blocks (the "Properties") in the United Kingdom.

The Fund will invest either directly or through participations in local companies for a same building or area (each a "Local Property Co" and collectively the "Local Property Cos"), which will own, directly or indirectly, the Properties. The targeted Properties will be mainly new buildings under a ten-year guarantee or equivalent but potentially existing properties, with no planning or building permission required. The Residential Units will generally be studios, 1-bedrooms, 2-bedrooms and 3-bedrooms. The Properties will be principally located around London (United Kingdom) and in the surrounding commuter towns.

The Properties will be generally marketed on a rent-to-own basis with a 3 to 5-year purchase option, with the intention to sell each individual flat within a 4-year period by way of the grant of a long lease. It is however specified that some Residential Units could be sold directly to individual buyers.

The Fund will use local real estate operators starting with the company Kollitom Ltd ("Keyzy"), based in London, as a rent-to-own manager or any other service provider as determined by the Fund at its entire discretion. Kollitom Ltd is a private limited company incorporated and registered in England and Wales with company number 13075506 whose registered office is at Labs Atrium, Chalk Farm Road, London, United Kingdom, NW1 8AH.

The Fund and the Investment Advisor will also benefit from an option to invest in Kollitom as Operator for an amount corresponding to a 5% fully diluted equity stake. Such investment will take the form of warrants with an option to convert into equity shares of the Operator. It is expected that the Warrants would be equally distributed between the Fund and the Investment Advisor.

The Fund will make between three (3) and fifteen (15) Block Investments during the Investment Period and the Blocks will generally consist of six (6) to fifty (50) apartments, with the objective of having a minimum of one hundred (100) Residential Units.

- ***What are the binding elements of the investment strategy used to select the investments to attain each of the environmental or social characteristics promoted by this financial product?***

Each investment decision taken at the Fund level will be subject to the approval of the Investment Committee of the AIFM. The Investment Committee will be minuted and will ensure that the investment decision taken is in line (for at least 80% of the portfolio) with the objective of the Fund and the promotion of the social and environmental characteristics.

- ***What is the committed minimum rate to reduce the scope of the investments considered prior to the application of that investment strategy?***

The applied ESG investment strategy does not pursue a committed minimum reduction of the scope of the investments.

- ***What is the policy to assess good governance practices of the investee companies?***

Strong long-term financial returns as well as good environmental and social practices regularly stem from the adherence to best practices in corporate governance.

Due to the nature of the investment (real estate), the good governance practice will be ensured through the tenant and community engagement by developing a tenant engagement policy that ensures regular communication with tenants, including feedback mechanisms for addressing concerns and improving living conditions. The policy will also ensure fair and transparent treatment of tenants, including clear communication of rent-to-own terms, non-discriminatory practices, and support for tenants transitioning to ownership.

Good governance practices include sound management structures, employee relations, remuneration of staff and tax compliance.



What is the asset allocation planned for this financial product?

The minimum proportion of the investment of the financial product included in “#1B Other E/S characteristics” is 80%.

The #2 Other section can include other investments that do not fall under the ESG strategy of the Fund, such as but not limited to derivatives for hedging purposes, cash management and warrants.

Asset allocation describes the share of investments in specific assets.

How does the use of derivatives attain the environmental or social characteristics promoted by the financial product?

Not applicable



To what minimum extent are sustainable investments with an environmental objective aligned with the EU Taxonomy?

Not applicable

Does the financial product invest in fossil gas and/or nuclear energy related activities that comply with the EU Taxonomy¹?

No

To comply with the EU Taxonomy, the criteria for **fossil gas** include limitations on emissions and switching to renewable power or low-carbon fuels by the end of 2035. For **nuclear energy**, the criteria include comprehensive safety and waste management rules.

Enabling activities directly enable other activities to make a substantial contribution to an environmental objective.

Transitional activities are activities for which low-carbon alternatives are not yet available and among others have greenhouse gas emission levels corresponding to the best performance.

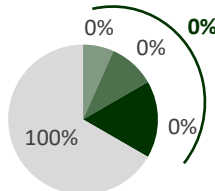
Taxonomy-aligned activities are expressed as a share of:

- **turnover** reflecting the share of revenue from green activities of investee companies
- **capital expenditure** (CapEx) showing the green investments made by investee companies, e.g. for a transition to a green economy.
- **operational expenditure** (OpEx) reflecting green operational activities of investee companies.

The two graphs below show in green the minimum percentage of investments that are aligned with the EU Taxonomy. As there is no appropriate methodology to determine the Taxonomy-alignment of sovereign bonds*, the first graph shows the Taxonomy alignment in relation to all the investments of the financial product including sovereign bonds, while the second graph shows the Taxonomy alignment only in relation to the investments of the financial product other than sovereign bonds.

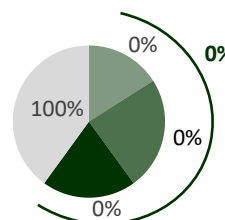
1. Taxonomy-alignment of investments including sovereign bonds*

■ Taxonomy-aligned: Fossil gas
■ Taxonomy-aligned: Nuclear
■ Taxonomy-aligned (no fossil gas & nuclear)
■ Non Taxonomy-aligned



2. Taxonomy-alignment of investments excluding sovereign bonds*

■ Taxonomy-aligned: Fossil gas
■ Taxonomy-aligned: Nuclear
■ Taxonomy-aligned (no fossil gas & nuclear)
■ Non Taxonomy-aligned



This graph represents x% of the total investments.

* For the purpose of these graphs, ‘sovereign bonds’ consist of all sovereign exposures.

¹ Fossil gas and/or nuclear related activities will only comply with the EU Taxonomy where they contribute to limiting climate change (“climate change mitigation”) and do not significantly harm any EU Taxonomy objective - see explanatory note in the left hand margin. The full criteria for fossil gas and nuclear energy economic activities that comply with the EU Taxonomy are laid down in Commission Delegated Regulation (EU) 2022/1214.

● **What is the minimum share of investments in transitional and enabling activities?**

Not applicable



What is the minimum share of sustainable investments with an environmental objective that are not aligned with the EU Taxonomy?

Not applicable



are sustainable investments with an environmental objective that **do not take into account the criteria** for environmentally sustainable economic activities under the EU Taxonomy.



What is the minimum share of socially sustainable investments?

Not applicable



What investments are included under “#2 Other”, what is their purpose and are there any minimum environmental or social safeguards?

The #2 Other section can include other investments that do not fall under the ESG strategy of the Fund, such as but not limited to derivatives for hedging purposes, cash management and warrants.



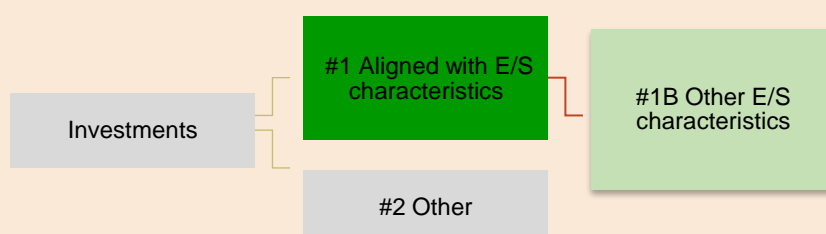
Is a specific index designated as a reference benchmark to determine whether this financial product is aligned with the environmental and/or social characteristics that it promotes?

Not applicable

● **How is the reference benchmark continuously aligned with each of the environmental or social characteristics promoted by the financial product?**

Not applicable

Reference benchmarks are indexes to measure whether the financial product attains the environmental or social characteristics that they promote.



#1 Aligned with E/S characteristics includes the investments of the financial product used to attain the environmental or social characteristics promoted by the financial product.

#2Other includes the remaining investments of the financial product which are neither aligned with the environmental or social characteristics, nor are qualified as sustainable investments.

The category **#1 Aligned with E/S characteristics** covers:

- The sub-category **#1A Sustainable** covers sustainable investments with environmental or social objectives.
- The sub-category **#1B Other E/S characteristics** covers investments aligned with the environmental or social characteristics that do not qualify as sustainable investments.

● **How is the alignment of the investment strategy with the methodology of the index ensured on a continuous basis?**

Not applicable

- ***How does the designated index differ from a relevant broad market index?***

Not applicable

- ***Where can the methodology used for the calculation of the designated index be found?***

Not applicable



Where can I find more product specific information online?

More product-specific information can be found on the website:

<https://www.purecapital.eu/management-company-services/les-fonds/raif/crayon-jaune-sca-sicav-raif.html>

Schedule 2 : Risk profile

1. Structure

This Fund structure presents certain unique risks to Investors. The Fund will invest substantially most of its assets in a limited number of assets. Any loss or adverse effect affecting such underlying assets will also adversely affect the Fund. Investors in the Fund should consider all of the risk factors applicable to such underlying assets.

2. Real Estate Risks Generally

The Fund's Investments will be subject to the risks inherent in the ownership and operation of real estate and real estate-related businesses and assets. Deterioration of real estate fundamentals generally, and in Europe in particular, would negatively impact the performance of the Fund. These risks include, but are not limited to, those associated with the burdens of ownership of real property, general and local economic conditions, changes in environmental and zoning laws, casualty or condemnation losses, regulatory limitations on rents, decreases in asset values, changes in the appeal of assets to tenants, changes in supply of and demand for competing assets in an area (as a result, for instance, of overbuilding), fluctuations in the average occupancy, operating income and room rates for hotel assets, the financial resources of tenants, changes in global, national, regional or local economic, demographic or capital market conditions, changes in availability of debt financing which may render the sale or refinancing of Investments difficult or impracticable, future adverse real estate trends, including increasing vacancy rates, declining rental rates and general deterioration of market conditions, increased competition for properties targeted by the Fund's investment strategy changes in building, environmental and other laws, energy and supply shortages, various uninsured or uninsurable risks, natural disasters, political events, changes in government regulations (such as rent control), changes in real property tax rates and operating expenses, changes in interest rates, and the availability of mortgage funds, which may render the sale or refinancing of Investments difficult or impracticable, increased mortgage defaults, increases in borrowing rates, negative developments in the economy or political climate that depress travel activity, environmental liabilities, contingent liabilities on disposition of assets, acts of God, terrorist attacks, war and other factors that are beyond the control of the Fund, AIFM, General Partner or Investment Advisor. There can be no assurance that there will be a ready market for the resale of Investments. Illiquidity may result from the absence of an established market for Investments or a disruption in the market.

3. Local Real Estate Market Conditions

The success of each real estate Investment depends upon the performance of the local real estate markets where the assets are located. Local real estate markets can decline for any of a number of reasons, including population decline, poor regional economic performance, excess development leading to oversupply, local government policies and heightened taxes. No assurance can be given that the local real estate markets in which the Fund invests will improve, or remain constant, over the term of the Fund. Market conditions can deteriorate due to factors outside the foresight or control of the Fund, AIFM, General Partner or Investment Advisor. Actual or perceived trends in real estate markets do not guarantee, predict or forecast future events, which may differ significantly from those implied by such trends.

4. Property Leverage Risk

The Fund intends to leverage its investments with debt financing which will be non-recourse to the Investors. Although the use of leverage may enhance returns and increase the number of investments that can be made, it may also substantially increase the risk of loss of principal.

For instance, the maturity date of a loan agreement associated with a project might turn out to be unaligned with said project's completion date, should significant delays arise during the development phase. It may also be difficult for the Fund to secure leverage for such kind of projects in the current debt climate.

5. Risks of Tenants

The Fund's Investments for let are subject to various risks related to leasing and tenants. The Fund competes with other owners of real estate to lease space or sell assets, and the occupancy and rental rates of its assets depend on leasing market activity. A tenant in one of the Fund's assets may experience a weaker financial condition and ability to make rental payments when due, or the tenant's financial results from the asset rented from the Fund may decline such that the tenant has an incentive to terminate the lease. In rent to own contracts, the tenant pays a significant premium each month, on top of the rent, to build a deposit that will be kept by the asset owners if the tenant decided not to exercise the purchase option during the rent to own period. In addition, in some instances, the principal asset of a tenant is its improvements to the leased property. In those cases, the Fund relies only on the tenant's equity interest in the constituted deposit and the improvements to secure the tenant's obligations under the rent-to-own contract.

If the Operator failed to find rent-to-own tenants, the Fund would have the capacity to sell the assets directly on the traditional housing market.

6. Risks associated with the Execution of the Rent To Own Operator

Identifying and participating in attractive real estate investment opportunities, identifying tenants and operating the purchased assets is difficult.

There is no assurance that the Operator that will operate the rent-to-own model will be profitable and there is a substantial risk that the rent to own contracts could not be well executed if the company failed to finance its operations through its revenue growth or additional venture capital investments.

To anticipate such risk, the Investment Advisor has identified alternative Operators operating in the same region who could take over a similar contract and both pursue investment, and property management of the assets.

There often will be little or no publicly available information regarding the status and prospects of the Operator. Operator may have substantial variations in operating results from period to period, face intense competition, and experience failures or substantial declines in value at any stage. Operator may need substantial additional capital to support growth or to achieve or maintain a competitive position. Such capital may not be available on attractive terms.

7. Risks associated with the Warrants held from Rent To Own Operator

The Warrants attributed to fund and offering the capacity to purchase shares of the Operator at a predefined valuation will not result in a loss because they will be exercised if the selling price proposed by a potential acquirer is higher than the predefined valuation.

The public and secondary market for companies is extremely volatile. Such volatility may adversely affect the development of companies, the ability of the underlying fund(s) to execute real estate investments, and the value of investment on the date of sale. Similarly, the receptiveness of potential acquirers to the Portfolio Companies will vary over time and, even if a Portfolio Company is disposed of via a merger, consolidation or similar transaction, underlying fund(s)'s stock, security or other interests in the surviving entity may not be marketable. There can be no guarantee that the Warrants will result in a liquidity event via public offering, merger, acquisition or otherwise, and there is a significant risk that the Portfolio Company will yield little or no return. Generally, the company initially will be illiquid and difficult to value. At the time of

the Investment by the Fund, the company may lack one or more key attributes (e.g. proven technology, appropriate patent protection, marketable product, complete management team, regulatory approvals or strategic alliances) necessary for success.

Many or most of the Operators may be dependent for their success upon the development, implementation, marketing and customer acceptance of new technologies, internationalization programs or other strategic initiatives that can be unsuccessful at any time. In some (possibly most) cases, the success of the company will depend upon the development of business initiatives that may or may not reach significance during the relevant time period. In particular, and for example, there have been many examples of technology-related investments that failed to produce attractive returns simply because they were made too early in the development of such ecosystems, and there can be no assurance that the Fund will make investments at the proper timing to achieve its investment goals.

Some companies may be reliant for their success upon regulatory approvals, while others may require changes to existing (or the development of new) regulatory regimes. Regulatory approvals and changed or new regulatory regimes may be costly, difficult or impossible to obtain (and, if obtained, may be forthcoming only after a very extended period of time). Some Markets may impose costly and burdensome regulatory obligations upon the Portfolio Company and eventually the Fund itself.

In most cases, investments will be long term in nature and may require many years from the date of initial investment before disposition. It is likely that the underlying fund(s) will still hold some illiquid securities at the time of its liquidation, with the result that such securities may be distributed in-kind or sold for a price that reflects their illiquid nature.

8. Long-term investment

An investment in the Fund is a long-term commitment and there is no assurance of any Distribution to Shareholders nor the timing of them. In particular, when selling or similarly disposing of portfolio securities, the Fund may (as a commercial matter) be required to undertake tax or other indemnification obligations with terms extending beyond the ordinary term of the Fund, with the result that the Fund may retain assets during an extended liquidation period to help ensure satisfaction of such obligations before the Fund's final termination.

9. Limited transferability of interests; No Market for Shares

The Fund's Shares are not transferable except with the consent of the General Partner, which generally may be withheld by the General Partner in its sole discretion. There is no public or other market for Fund interests and it is not expected that such a market will develop. Consequently, Investors may not be able to liquidate their investments prior to the end of the Fund's term and should therefore be prepared to bear the economic risk of an investment for an indefinite period.

Shares in the Fund have not been registered under the U.S. Securities Act or applicable securities laws of any U.S. state or non-U.S. jurisdiction. Therefore, the Shares cannot be resold unless subsequently registered under the Securities Act and other applicable laws or an exemption from such registration is available. It is not contemplated that registration of the Shares under the Securities Act or other securities laws will ever be effected. Each Investor will be required to represent that it is a qualified investor under applicable securities laws and that it is acquiring its interest for investment purposes and not with a view to resale or distribution and that it will only sell and transfer its Shares to a qualified investor under applicable securities laws or in a manner permitted by and consistent with the Articles and applicable laws.

10. Lack of Registration under the Investment Company Act and Investment Advisers Act

The Fund will not be registered as an investment company under the Investment Company Act. Accordingly, the protections afforded by the Investment Company Act (which, among other

things, requires investment companies to have a majority of disinterested directors, and regulates the relationship between the adviser and the investment company, including the type of compensation paid to the adviser) will not be applicable.

None of the General Partner or any of their Affiliates presently intends to register as an investment adviser under the Investment Advisers Act, or under applicable state securities law pursuant to one or more exemptions that are available to them under the Investment Advisers Act. Consequently, the General Partner and their Affiliates are not subject to certain record keeping and specific business practice provisions of such Investment Advisers Act or state securities laws, including certain limitations upon performance related fees. Accordingly, the Fund and its Investors will not be entitled to the benefit of the protections provided under the Investment Advisers Act.

11. Changes in environment

The Fund's investment program is intended to extend over a period of years, during which the business, economic, political, geopolitical, regulatory and technology environment within which the Fund operates is expected to undergo substantial changes, some of which may be adverse to the real estate assets or the Operator.

12. No right to control the Fund's operations

Shareholders will have no opportunity to control the day-to-day operations, including investment and disposition decisions of the Fund *inter alia* because to do so would risk such Shareholders losing their limited liability.

13. Projections

Projected operating results of the asset and the Operator will normally be based primarily on financial projections prepared by such company's management and the Investment Advisor. In all cases, projections are only estimates of future results that are based upon information received from the company and assumptions made at the time the projections are developed. There can be no assurance that the results set forth in the projections will be attained, and actual results may be significantly different from such projections. Also, general economic factors can have a material effect on the reliability of projections.

14. Liquidity

The Fund will be acquiring assets on the housing market of a long-term and illiquid nature, relying on the housing market, through Property companies that are not quoted or traded on any stock exchange, and for which there is no guarantee that the leaser will purchase the asset at the end of the rent to own period. Assets are located in the London Region and Commuter towns, but there may only be a limited number of prospective buyers. These investments may be difficult to value, sell or otherwise liquidate and their realizable value may be less than their intrinsic value. The risk accompanying an investment in such assets or such Portfolio Company (through Warrants) is greater than the risk of investing in publicly traded securities. There can be no assurance that the Fund will be able to realise cash from such investments in a timely manner. Consequently, the timing of cash distributions to Shareholders is uncertain and unpredictable.

15. Changes in tax regimes

Changes in legal, tax and regulatory regimes may occur during the life of the Fund, which may have an adverse effect on the Fund, the real estate assets or the Operator. In particular, an investment in the Fund involves a number of complex tax considerations, as referred to in clause 28.

16. Taxation

Changes in tax legislation and its interpretation in any of the countries in which the Fund will have investments, or changes in double tax treaties or their interpretation, could adversely affect the returns achieved by the Fund. No assurance can be given regarding the actual level of taxation that may be imposed upon the Fund or its investments.

17. Uncertain political environment, global insecurity and cyber crime

Acts of terrorism, cyber-crime, a prolonged global recession, industrial action in the Fund's target areas and global political and economic uncertainty have exacerbated volatility in the financial markets and can cause consumer, corporate, and financial confidence to weaken, increasing the risk of a "self-reinforcing" economic downturn. A climate of uncertainty increases the difficulty of modelling market conditions, reducing the accuracy of the financial projections. Cyber-attacks and breaches of cyber security may lead to disruption of the operations of the AIFM, the property management of the assets or the Operator and the Portfolio Companies, and to loss of data and regulatory sanction.

18. Market stability

General economic conditions, including interest rates, the availability of financing, the price of securities and the participation of other investors in the financial markets may adversely affect the value and number of Portfolio Companies.

19. Changes in applicable law

Changes in applicable law may increase compliance costs and materially adversely affect the Fund and Shareholders.

The AIFM and the Fund must comply with various legal requirements applicable to them. If any of the laws and regulations currently in effect should change or any new laws or regulations should be enacted, the legal requirements to which the AIFM, the Fund and the Shareholders may be subject could differ materially from current requirements and may materially and adversely affect the Fund and the Shareholders.

20. Pandemics

Outbreaks of health epidemics and contagious diseases, including avian influenza, severe acute respiratory syndrome or SARS, swine flu caused by H1N1 virus, or H1N1 Flu, and the novel coronavirus disease SARS-Cov-2 that emerged in late December 2019 ("COVID-19"), on a regional or global scale may affect investment sentiment and result in volatility in global financial markets. In addition, any such outbreaks may result in restrictions on travel and public transport and prolonged closures of workplaces which may have a material adverse effect on the regional or national economies which have imposed such restrictions and which, in turn, may have a wider impact on the global economy. Accordingly, a significant outbreak of a health epidemic or contagious disease could result in a widespread health crisis and restrict the level of business activity in affected areas, which may in turn give rise to significant costs to the Fund and adversely affect the Fund's business and financial results. The extent of the impact of the Coronavirus (COVID-19) to the financial performance of the Fund and the Investments will depend on future developments, all of which are highly uncertain and cannot be predicted, including, but not limited to, (i) the duration and spread of the outbreak, (ii) the effects of governmental and medical organizations' restrictions and advisories, (iii) the effects on the financial markets and (iv) the effects on various industries and on the economy overall.

21. Military and geopolitical conflict

Any deterioration in political, socio-economic and financial conditions resulting from any armed conflict at European or global level could lead to widespread disruption in certain sectors, notably the financial sector. The duration, intensity and consequences of the above-mentioned risks are uncertain, and the resulting economic slowdown and/or negative business climate in

the markets and/or the long-term changes that could result could have a lasting negative impact on the Fund's business activities and financial situation, its Investments and its ability to achieve its investment objectives.

22. Manner in which sustainability risks are considered in investment decisions

The AIFM identifies and analyses Sustainability Risk as part of its risk management process.

- The Portfolio Manager is required to describe the manner in which sustainability risks are considered into its investment decisions, which may be described as follows:
- The Portfolio Manager has a diligent process in place to ensure that relevant and material risks are identified and considered in the due diligence process before making an investment decision. This includes a consideration of Sustainability Risk.
- In particular, alongside more traditional financial criteria, it considers, to the extent possible, whether – and to what extent – financially material sustainability risks might have a meaningful impact.
- This does not mean that all sustainability factors and Sustainability Risk will be relevant in relation to each potential investment. The relevance and materiality of such matters will depend on a range of factors, including the nature of the investment, the likelihood of the Sustainability Risk arising and the likely scope and scale of impact. As such, whilst the Portfolio Manager attaches importance to these factors during the decision-making process, these matters are not afforded the most weight, nor are they determinative, in considering whether to proceed with a particular investment or not. Rather, they are considered in an integrated way with other factors.
- The specific sustainability risk-related data or information obtained, and the specific process used, varies depending on the asset class, i.e. the type of investment being contemplated. By way of example:

a. Private equity

Where a private equity investment is contemplated, information about environmental risks may be obtained as part of the general due diligence and review process. This may consider the state of the asset and an estimate of costs for potential improvements. This includes the analysis of physical risk relating to Sustainability Risk through the examination of environmental aspects such as the potential risk of environmental contamination, such as soil or groundwater contamination, exposure of the asset to extreme weather events such as flooding, droughts, heat waves or other natural events. Information may also be compiled, by way of a report commissioned from a third party or from an analysis conducted from publicly available sources, as to current and potential changes in relevant law. For example, an impact assessment may be conducted on the transition risk relating to Sustainability Risk based on if new laws are proposed on carbon emissions, including a consideration of the costs implications of any remediation efforts. In certain cases, information available on the environmental and carbon footprint of the property, such as annual carbon emissions, energy use or waste management may also be considered.

All information obtained during or resulting from the general due diligence process, including all information in relation to Sustainability Risk, will be reviewed prior to proceeding with an investment by the Fund.

If a decision is made to proceed, a monitoring and management strategy will be put in place to ensure all relevant risks, including identified Sustainability Risks, are detected, monitored, managed and mitigated to the extent possible.

b. Other asset classes

To the extent that potential acquisitions are considered in relation to other types of investments, a similar process is followed, but on a proportionate basis as appropriate based on the value of the relevant asset.

- Sustainability Risks are potentially relevant to the Fund, having regard to the types of investments that may be made in accordance with the Fund investment policy and objectives. Notwithstanding the above, it is recognised that Sustainability Risk may not be relevant to certain non-core activities undertaken in relation to a particular Fund (for example, hedging).
- The impacts following the occurrence of a Sustainability Risk may be numerous and vary depending on the nature of the Sustainability Risk, together with the region and asset class concerned. In general, where a Sustainability Risk crystallises in respect of an investment, there could be a negative impact on, or even entire loss of, its value, whether on a temporary or permanent basis which may have an impact on the Net Asset Value of the relevant Fund.

23. Assessment of likely impacts of sustainability risks on returns

It is required to describe the results of its assessment of the likely impacts of Sustainability Risk on the returns of the Fund. Sustainability Risk may have an impact on long-term risk-adjusted returns for Investors. In particular, where the Sustainability Risk assessment leads to the conclusion that those risks are relevant, it is required to disclose the extent to which those sustainability risks might impact the performance of the Fund. For this purpose, the following points are noted:

- The Portfolio Manager seeks to mitigate the impact of Sustainability Risk on the Fund's returns by considering such risks during its investment decision-making process and through careful monitoring and management where relevant, in each case, as described above.
- It cannot rule out the risk that, notwithstanding such attempts, one or more Sustainability Risks may crystallise and have a material negative impact on the value of the Fund and therefore on the performance of the Fund and their likely returns for Investors.

No consideration of sustainability adverse impacts (Article 7(2) SFDR)

For the purposes of Article 7(2) of SFDR, the Portfolio Manager in relation to the Fund confirms as follows:

- The Portfolio Manager does not consider the adverse impacts of investment decisions on sustainability factors at the present time. "Sustainability factors" are defined by SFDR as environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters.
- In terms of the reasons why it does not do so:
 - in the absence of regulatory guidance, it is not clear what regulators will expect of firms that elect to consider such matters at this time; and
 - it is also not clear that there is sufficient data, and data of a sufficient quality, to support firms that do so, across all of the types of asset classes, industries and sectors in which investments may in theory be made.

In terms of whether the Portfolio Manager intends to consider such adverse impacts in the future:

- it confirms that it intends to monitor the industry position closely and update its approach in due course as the position evolves and further regulatory guidance is made available; and
- its present intention is to issue an update on its position on or before the end of each Financial Year.

Further information on the AIFM's ESG policy and sustainability-related disclosures can be found at info@purecapital.eu