This document is a supplement to the prospectus dated 28 September 2021 (the "Prospectus") issued by CIFC Credit Funds ICAV (the "ICAV"). This Supplement forms part of, and should be read in conjunction with, the Prospectus.

Investors' attention is drawn, in particular, to the risk warnings contained in the section of the Prospectus entitled "*Special Considerations and Risk Factors*".

CIFC CREDIT FUNDS ICAV

(an open-ended Irish collective asset-management vehicle with registered number C422393 structured as an umbrella fund with segregated liability between Funds pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011, as amended)

SUPPLEMENT

in respect of

CIFC LONG/SHORT CREDIT FUND

(the "Fund")

The Directors of the ICAV, whose names appear in the Prospectus, accept responsibility for the information contained in this Supplement. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information. Unless otherwise stated, all capitalised terms shall have the same meaning herein as in the Prospectus.

The date of this Supplement No. 1 is 1 June 2022.

THE SHARES OF THE FUND OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE 1933 ACT, AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO "U.S. PERSONS" (AS DEFINED IN REGULATION S UNDER THE 1933 ACT) UNLESS REGISTERED UNDER THE 1933 ACT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE 1933 ACT IS AVAILABLE. THE FUND WILL NOT BE REGISTERED AS AN INVESTMENT COMPANY UNDER THE 1940 ACT.

THE INVESTMENT MANAGER DOES NOT INTEND TO REGISTER AS A COMMODITY POOL OPERATOR ("CPO") WITH THE COMMODITY FUTURES TRADING COMMISSION ("CFTC") UNDER AN EXEMPTION FROM THE FOREGOING, ON THE BASIS OF THE FUND INVESTING IN A DE MINIMIS AMOUNT OF COMMODITY INTERESTS IN ACCORDANCE WITH TITLE 17 CODE OF FEDERAL REGULATIONS SECTION 4.13(A)(3). THEREFORE, UNLIKE A REGISTERED CPO, THE INVESTMENT MANAGER WILL NOT BE REQUIRED TO PROVIDE PROSPECTIVE INVESTORS IN THE FUND WITH A CFTC COMPLIANT DISCLOSURE DOCUMENT, NOR WILL THE INVESTMENT MANAGER BE REQUIRED TO PROVIDE INVESTORS IN THE FUND WITH PERIODIC ACCOUNT STATEMENTS OR CERTIFIED ANNUAL REPORTS THAT SATISFY THE REQUIREMENTS OF CFTC RULES APPLICABLE TO REGISTERED CPOS. ACCORDINGLY, THIS SUPPLEMENT HAS NOT BEEN REVIEWED OR APPROVED BY THE CFTC AND IT IS NOT ANTICIPATED THAT SUCH REVIEW OR APPROVAL WILL OCCUR. THE INVESTMENT MANAGER IS NOT REGISTERED AS A COMMODITY TRADING ADVISER IN THE UNITED STATES AND AS SUCH INVESTORS SHOULD NOT EXPECT TO RECEIVE THE PROTECTIONS OF THE U.S. COMMODITY EXCHANGE ACT.

TABLE OF CONTENTS

DEFINITIONS

The following definitions apply throughout this Supplement unless the context requires otherwise:

"Business Day"	means any day (except Saturday or Sunday) on which financial markets in the U.S. and Ireland are generally open for business or such other day or days as may be determined from time to time by the Directors;
"CDS Indices"	means financial derivative instruments through which the Fund will contract with a derivative counterparty to either buy or sell credit default protection on a financial index where that financial index comprises a basket of single name credit default swaps. In a CDS Index one party, the credit protection buyer, pays a periodic fee to another party, the credit protection seller, in return for compensation for any losses due to one or more credit events occurring with respect to one or more reference entities referenced in the financial index;
"Class Currency"	means the currency in which Shares of a Class are issued;
"Dealing Day"	means each Business Day following a Valuation Point and/or any other day which the Directors have determined, subject to advance notice to all Shareholders in the Fund and provided that there shall be at least one dealing day per fortnight;
"Debt or Debt-Related Securities"	includes fixed and floating rate Investment Grade and Non-Investment Grade corporate and sovereign bonds, bank loans, notes, debentures, convertible bonds and non-performing and distressed leveraged corporate bonds;
"Equities and Equity-Related Securities"	includes common stocks, preferred stocks, rights and stock warrants (stock warrants may be passively acquired by virtue of an existing position in the Fund);
"Fund"	means CIFC Long/Short Credit Fund;
"Hedged Share Class"	means, for the purposes of this Fund, any Class which has a Class Currency that is different to the Base Currency of the Fund being the U.S. Dollar;
"**High Water Mark**"	means (i) the previous highest Net Asset Value per Share of each Class (before any accrual for the Performance Fee) at the end of any previous Performance Period on which the Performance Fee was paid; or (ii) the Initial Offer Price, if higher, of the relevant Class;
"Investment Grade"	means a rating of at least BBB- by a Recognised Rating Agency;

"Non-Investment Grade"	means a rating of less than Investment Grade by a Recognised Rating Agency;
"**Performance Period**"	means a calendar year ending on the last Dealing Day in each year or such other date as described herein under "*Performance Fee*", save that the first Performance Period for a Class will commence upon the initial issue of Shares in that Class and will end on the last Dealing Day of the calendar year end following that initial issue of Shares;
"Recognised Rating Agency"	means Moody's, Standard and Poor's, Fitch and any other internationally recognised rating agency;
"Redemption Cut-Off Time"	means the deadline for receipt of redemption requests being no later than 3.00pm (Irish time) on the Business Day five Business Days before the relevant Dealing Day or such other point as the Directors may determine in exceptional circumstances;
"Subscription Cut-Off Time"	means the deadline for receipt of subscription requests being no later than 3.00pm (Irish time) on the Business Day two Business Days before the relevant Dealing Day or such other point as the Directors may determine in exceptional circumstances;
"Supplement"	means this supplement;
"**U.S. Dollar**"	means the lawful currency of the U.S.;
"Valuation Point"	means 11.59pm (Irish time) on the Business Day immediately before the relevant Dealing Day or such other time as the Directors may determine from time to time and notify to Shareholders. For the avoidance of doubt, the time at which the Net Asset Value is determined will always be after the Subscription Cut-Off Time and the Redemption Cut-Off Time.

CIFC LONG/SHORT CREDIT FUND

INTRODUCTION

The ICAV is authorised in Ireland by the Central Bank as a UCITS for the purposes of the UCITS Regulations.

This Supplement forms part of the Prospectus and should be read in conjunction with the general description of the ICAV contained in the Prospectus together with the most recent annual and semi-annual reports.

The Base Currency of the Fund is the U.S. Dollar.

CLASSES OF SHARES IN THE FUND

Details of the Classes offered, minimum initial investment, minimum subsequent investment and minimum holding for each Class are set out in Schedule I to this Supplement. Shares in the Fund may be Distributing or Accumulating Shares. The ICAV may also create additional Classes in the future upon prior notification to, and clearance in advance by, the Central Bank. The Directors may, in their absolute discretion, waive the minimum initial investment, minimum subsequent investment, and minimum holding for each Class provided that the exercise of this discretion will be carried out having regard to the Central Bank's requirements to treat Shareholders in a Class equally and fairly.

Hedged Share Classes

The Investment Manager intends to hedge the currency exposure of the relevant Class Currency of the Hedged Share Classes to the Base Currency. The financial instruments used to implement hedging strategies will be assets / liabilities of the Fund as a whole. However, such transactions will be clearly attributable to the relevant Class and the gains / losses on and the costs of the relevant financial instruments will accrue solely to the relevant Class. While it is not the intention of the Investment Manager, over-hedged or under-hedged positions may arise due to factors outside the control of the Investment Manager. For further information on the application of hedging at Class level, please see the section entitled *"Class Currency Hedging"* in the Prospectus.

INVESTMENT OBJECTIVE AND POLICY

Investment Objective

The Fund's investment objective is to generate attractive risk-adjusted returns through all credit, economic and market environments.

Investment Policy

The Fund seeks to achieve its investment objective by investing primarily, either directly or indirectly through financial derivative instruments, in Non-Investment Grade U.S., U.K., and European Debt and Debt-Related Securities. The Fund may also invest, either directly or indirectly through financial derivative instruments, in Equities and Equity-Related Securities in an amount not to exceed 10% of the Net Asset Value of the Fund. The Fund is actively managed and is not managed in reference to a benchmark.

Investment Strategy

The Investment Manager will analyse Debt and Debt-Related Securities issued by corporate issuers and seek to identify and capitalize on what the Investment Manager determines to be dislocated markets (i.e. markets operating under stressful conditions, such as a pandemic outbreak of a virus, which leads to asset mispricing), catalyst/event driven total return opportunities (i.e. exploiting investment opportunities arising from corporate events including but not limited to mergers, acquisitions or management changes) and other relative value inefficiencies (i.e., the mispricing of different assets due to market inefficiencies).

By leveraging its experience in the credit market, the Investment Manager will employ a methodical approach to credit investing and portfolio management (as described below under "*Investment Process*") focused on assessing the fundamental value of a potential investment as described more fully under "Investment Process" below. Employing this view of fundamental value, the Investment Manager is able to identify market inefficiencies or asset mispricing by comparing its view of the fundamental value of an investment with the value communicated by the market. Investments in Equity and Equity-Related Securities may be made when they relate to Debt and Debt-Related Securities, for example, either as a result of a restructuring or reorganization of an issuer of a debt security or in connection with a hedging strategy with respect to an issuer of debt security, or in other circumstances when the Investment Manager considers such investments to be appropriate in the context of the strategy of the Fund. Investments in Equities and Equity-Related Securities will not exceed 10% of the Net Asset Value of the Fund and will be selected through the fundamental analysis conducted by the Investment Manager of companies and sectors focused on by the Investment Manager, which typically involves, amongst other things, examining a company's financials, analysing a company's quality and depth of management and assessing a company's competitive environment and return potential. Investment in non-performing and distressed leveraged corporate bonds will not exceed 5% of the Fund's Net Asset Value.

The Fund may invest in some or all of the instruments set out below.

Instruments in which the Fund may invest

The Investment Manager will identify using the "Investment Process" described below Debt and Debt-Related Securities of U.S., U.K. or European issuers suitable for investment across the corporate credit spectrum ranging from Investment Grade to Non-Investment Grade securities, with a focus on Non-Investment Grade securities. The Fund may also invest on an ancillary basis in Equities and Equity-Related Securities of U.S., U.K. or European issuers, subject to a maximum of 10% of the Net Asset Value of the Fund.

The Fund may purchase participations in, or assignments of floating rate secured commercial loans, including leveraged loans, that qualify as money market instruments in that they are liquid and will provide for interest rate adjustments at least every 397 days and which may be secured by real estate or other tangible assets (e.g. plant and machinery). These participations may be interests in, or assignments of, the loan and may be acquired from banks or brokers that have made the loan or members of the lending syndicate and will be in securitised form (i.e. take the form of a security). Such participations or assignments may be listed or traded on Regulated Markets globally or unlisted and not traded on a Regulated Market and will not exceed 10% of the Net Asset Value of the Fund in aggregate.

The Fund may also invest up to 10%, in aggregate, of its Net Asset Value in UCITS and/or eligible alternative investments funds (including exchange traded funds) which are themselves exposed to investments that are similar to the Fund's other investments. Such funds may be managed by the Investment Manager or its affiliates and will comply with the requirements of the UCITS Regulations in respect of such investments. They may be domiciled in the European Economic Area, U.K. or the U.S. and will qualify as UCITS or alternative investment funds (for the purposes of Directive 2011/61/EU on Alternative Investment Fund Managers and related legislation) and will be regulated as such by their home state regulator. Investment in alternative investment funds may only be made where such funds meet the eligibility criteria set out in the Central Bank Regulations.

The Fund may hold cash in the circumstances outlined in, and which may be invested in accordance with, the investment Manager's cash management policy, as further detailed below in the section entitled "Cash and Cash Equivalents".

The securities in which the Fund will invest shall be listed or traded on the Regulated Markets set out in Schedule 1 to the Prospectus and investment by the Fund is subject to the restrictions set out in Schedule 2 to the Prospectus.

*Investment in Financial Derivative Instruments ("**FDI**")*

Long and Short Positions

The Fund may employ long and synthetic short positions to achieve its investment objective. The Investment Manager may seek to hold long positions in the Debt and Debt-Related Securities, Equities and Equity-Related Securities, collective investment schemes (of the type referred to above) for the purposes of generating income and may seek to hold synthetic long and short positions in credit default swaps ("CDS"), including CDS Indices (further details of which are included at Schedule II), total return swaps, options (purchased or written), futures contracts and forward contracts to generate additional income, hedge equity, bond or credit exposure (i.e. the risk of default, inflation risk or interest rate risk) and/or reduce market exposure (i.e. the risk a market, asset class, or individual issuer falls in value) during periods of significant market price decline or in anticipation of such decline.

The total direct and indirect long position of investments is not expected to exceed 200% of the Net Asset Value of the Fund and the total short position is not expected to exceed 100% of the Net Asset Value of the Fund. Short positions are intended to offset or hedge the long positions.

Efficient Portfolio Management

The Fund may also employ FDI (and other techniques) for efficient portfolio management as further detailed below in the section entitled "Efficient Portfolio Management".

Investment Process

The Investment Manager's credit process is based on a fundamentals-focused model combined with relative-value evaluation and capital markets risk management techniques.

The Investment Manager's analysts are focused on different industry sectors and source, analyse and recommend investments from their respective sectors. Additionally, they monitor all existing portfolio positions for changes in performance and relative-value, as well as industry trends and issuers not in the Fund's portfolio. The analysts evaluate the below (none of which are determinative) when assessing potential investment opportunities and determining whether they are suitable investments for the Fund:

i. Global Macroeconomic Outlook – a view on the global economy as a whole, based on numerous factors, such as economic trends, fiscal policy, current and pending regulatory changes, and geo-political events, including an assessment of macro risks;

ii. Credit Considerations – an assessment of fundamental value of an issuing entity by assessing macro factors (e.g. industry or sector in which the entity operates) and micro factors (e.g. management team and cash flows of the entity) with a view to determining an overall enterprise value;

iii. Structural Considerations - an assessment of risks and protections derived from capital structure and debt structure of an issuing entity;

iv. Relative Value - an assessment of an issue's value relative to other instruments or securities in the same capital structure or relative to the instruments of other comparable issuers); and

v. Catalyst/ Event Drivers – such as merger and acquisitions, restructurings, legislation or significant litigation, or industry specific trends.

The Investment Manager will seek to manage risk, including both portfolio volatility and isolated idiosyncratic risk, through diversity, trading and hedging, as well as position sizing. Rigorous analysis is conducted at the individual position level and at the portfolio level, serving as the foundation of the risk management process. At the position level, the Investment Manager sources highly liquid investment ideas favouring solid underlying businesses for core long positions. The Investment Manager seeks positions with attractive risk/reward profiles by assessing probabilities and magnitude for maximum upside (e.g., aggressive or optimistic in nature) and downside (e.g., conservative or pessimistic in nature) scenarios and, if appropriate, assigns a specific hedge instrument. Additionally, the Investment Manager maintains an exit discipline on event occurrences or achievement of price targets. At the portfolio level, the Investment Manager seeks to maintain a balance of long and short positions, employing leverage as appropriate. Finally, the Investment Manager (i) regularly analyses the financial condition and fundamental soundness of each issuer and assesses the value of each investment and (ii) tracks covenant compliance, ratings downgrades, price volatility, management changes, and macro trends which could impact the financial performance of the investments.

Cash and Cash Equivalents

The Fund intends to invest substantially all of its assets to meet its investment objective. To the extent that the Fund's assets are not fully invested in accordance with the investment policy set out above, the Fund may hold or maintain cash deposits and/or cash equivalents (such as short term commercial paper, certificates of deposit, treasury bills, floating rate notes and fixed or variable rate commercial paper listed or traded on one or more Regulated Market) or may invest up to 10%, in aggregate, of its Net Asset Value in UCITS eligible money market funds, subject in all cases to the conditions and within the limits laid down by the Central Bank. The amount of cash and/or cash equivalents that the Fund will hold will vary depending on prevailing circumstances and may be held as ancillary liquidity to settle transactions or due to the Fund's use of FDI and/or because the Investment Manager considers it appropriate to hold such amount.

Efficient Portfolio Management

The Fund may utilise techniques and instruments, such as CDS, currency futures and options, forward currency contracts and index futures and options (where the underlying index is a broad based equity or fixed income index including, but is not limited to, one of the following: S&P 500 Index, Russell 2000 Index) for efficient portfolio management and/or for currency hedging purposes, subject to the conditions and within the limits laid down by the Central Bank. Hedging is a technique used to seek to minimise an exposure created from an underlying position by counteracting such exposure by means of acquiring an offsetting position.

Additional detail on these techniques and instruments is given in Schedule 3 to the Prospectus.

Leverage

The Fund may be leveraged through the use of FDI and the Fund may utilize leverage as appropriate, as determined by the Investment Manager, in the pursuit of its investment objective.

The ICAV will use the commitment approach to calculate the global exposure of the Fund, in accordance with the Fund's risk management process. The commitment approach is a methodology that aggregates the underlying market or notional values of financial derivative instruments to determine the degree of global exposure of the Fund to financial derivative instruments.

In accordance with the UCITS Regulations, the Fund's global exposure through the use of financial derivative instruments will not exceed its total net assets, i.e. the Fund will not be leveraged in excess of 100% of its Net Asset Value.

Underlying Financial Indices

Financial indices to which the Fund may gain exposure through the use of financial derivative instruments shall comply with the UCITS Requirements. The Fund will generally gain exposure to such indices for investment and/or for efficient portfolio management purposes, including for hedging purposes. It is not possible to list comprehensively the actual indices to which exposure may be taken, as they will change from time to time, but the annual accounts of the ICAV will include details of the indices to which exposures are taken during the relevant period where it is practical to do so. Details of indices to which the Fund may gain exposure are set out at Schedule II.

Profile of a Typical Investor

Investment in the Fund may be appropriate for investors who have a medium to long-term investment horizon. The Fund is designed for investors who are willing to accept the risks associated with an investment of the type described in this Supplement, including the possibility of a decline in the value of their investment and/or who are not seeking to invest to meet short term goals.

SUSTAINABLE FINANCE DISCLOSURES REGULATION

Pursuant to 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 ("**SFDR**"), the Fund is not classified as an Article 8 or Article 9 fund, however, disclosure in accordance with the requirements of Article 6 of SFDR in relation to the integration of sustainability risks is set out in the Prospectus.

EU Taxonomy Regulation

This section constitutes disclosure in accordance with Article 7 of 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 the SFDR (the "**Taxonomy Regulation**"). The Taxonomy Regulation requires that any financial product, which includes a fund, which does not promote environmental characteristics (i.e. a financial product which is not subject to Article 8 (1) of SFDR) or which does not invest in an economic activity that contributes to an environmental objective or has a reduction of carbon emissions as its objective (i.e. a financial product which is not subject to Article 9 (1), (2) or (3) of SFDR) must include a statement that the underlying investments of that financial product do not take into account the EU criteria for environmentally sustainable economic activities. On the basis that the Fund is not a financial product which is subject to either Article 8 or Article 9 of SFDR, the following statement, which is in prescribed form, applies to the Fund and to its underlying investments: "The investments underlying this financial product do not take into account the EU criteria for environmentally sustainable economic activities".

MANAGEMENT AND ADMINISTRATION

Detailed descriptions of the Directors and service providers to the ICAV are set out in the Prospectus.

RISK FACTORS

Investors' attention is drawn to the risk factors as set out in the Prospectus under the section entitled "*Special Considerations and Risk Factors*".

TAXATION

Any change in the Fund's tax status or in taxation legislation could affect the value of the investments held by the Fund and could affect the return to investors. Potential investors and Shareholders should note that the statements on taxation, which are set out in the Prospectus are based on advice which has been received by the Directors regarding the law and practice in force in the relevant jurisdiction as at the date of the Prospectus. As is the case with any investment, there can be no guarantee that the tax position or proposed tax position prevailing at the time an investment is made in the Fund will endure indefinitely. The attention of potential investors is drawn to the tax risk associated with investing in the Fund. See section headed "*Taxation of the ICAV*" in the Prospectus.

DIVIDEND POLICY

Shares may be Accumulating or Distributing Shares as indicated in Schedule I. The Directors reserve the right to change the dividend policy of any Class at their discretion on not less than one month's prior notice to Shareholders of the relevant Class and this Supplement will be updated to reflect any such change.

Accumulating Shares

The ICAV does not intend to make distributions in respect of Accumulating Shares. The ICAV intends to automatically re-invest all earnings, dividends and other distributions of whatever kind as well as realised capital gains pursuant to the investment objective and policies of the Fund for the benefit of the Shareholders.

Distributing Shares

If sufficient proceeds are available in respect of the Distributing Shares, the Directors intend to make a distribution to Shareholders of those Classes of substantially the whole of the income of the Fund, as attributable to those Classes. The payment of dividends is subject to compliance with all anti-money laundering procedures.

In order to maximise distributions, the Fund intends to charge fees and expenses to the capital, rather than to the income of the Fund. See section headed "*Funds that charge fees and expenses to capital*" under "*Fees and Expenses*" for more information on the effect of this approach.

Dividends, if declared, will generally be declared quarterly at the end of February, May, August and November, or more frequently at the discretion of the Directors, and will generally be paid within 30 days of a dividend declaration.

Dividends which are not claimed or collected within six years of payment shall revert to and form part of the assets of the Fund.

SUBSCRIPTIONS AND REDEMPTIONS

Eligible Investors

Subject to the "*Transfer of Shares*" section of the Prospectus, applications will be accepted only for persons that are (i) not U.S. Persons (as defined under Regulation S of the 1933 Act); (ii)(A) "accredited investors" (as defined in Rule 501(a) of Regulation D under the 1933 Act) in reliance on the private placement exemption from the registration requirements of the 1933 Act provided by Section 4(2) thereof and Regulation D thereunder, and (B) "qualified purchasers" as defined in Section 2(a)(51) of the 1940 Act, as amended; or (iii) "qualified institutional buyers" as defined in Rule 144A promulgated under the 1933 Act.

The ICAV and the Administrator acting on behalf of the ICAV reserve the right to reject in whole or in part any application for Shares. Applications for shares will not be deemed complete until all anti-money laundering procedures have been completed. Where an application for Shares is rejected, the subscription monies will be returned to the applicant within fourteen (14) days of the date of such application in accordance with local anti-money laundering and similar laws at the applicant's cost and risk and no interest or other compensation will be payable in respect of such returned monies.

Subscriptions and Subscription Price

Monies subscribed for each Class during and after the relevant Initial Offer Period should be in the denominated currency of the relevant Class. The minimum initial investment for each Class is set out in Schedule I to this Supplement, unless otherwise determined by the ICAV.

Initial Offer

For the unlaunched Share Classes, the Initial Offer Period shall be the period of six months from the next Business Day following the date of this Supplement or such earlier or later date as the Directors may determine in accordance with the requirements of, and notify to, the Central Bank. During the Initial Offer Period, cleared funds representing the Initial Offer Price must be received by the ICAV from subscribers by the end of the Initial Offer Period for the relevant Class.

During the Initial Offer Period, Shares will be issued at the initial offer price of USD / GBP / Euro / CHF / 1,000; depending on the relevant Class Currency.

Subsequent Offer

After the relevant Initial Offer Period, all Share Classes will be issued on each Dealing Day at the relevant Net Asset Value per Share for the applicable Class on the terms and in accordance with the procedures described herein. The Net Asset Value per Share on subscription may also be described as the Subscription Price. The Net Asset Value per Share shall be rounded naturally as appropriate to the nearest four (4) decimal places.

See the section entitled "*Anti-Dilution Levy*" for details of the anti-dilution levy that may apply to subscriptions in certain circumstances. Subscription monies must be paid in the Class Currency and must be paid by wire transfer to the bank account specified in the Application Form.

Applications for Shares should be made by written application using the Application Form available from the Administrator. Application Forms, duly completed together with all supporting documentation in relation to money laundering prevention checks, should be sent to the Administrator, in accordance with the instructions contained in the Application Form, prior to the Subscription Cut-Off Time (3.00 pm (Irish time) on the Business Day two Business Days before the relevant Dealing Day). Application Forms may be sent by facsimile or by email to the Administrator. Subsequent purchases of Shares, following an initial subscription pursuant to a properly completed Application Form, may be made by completing and submitting an additional Application Form to the Administrator. Additional Application Forms may be sent by facsimile or by email to the Administrator.

Applications for shares will not be deemed to be complete until all anti-money laundering procedures have been completed.

Cleared funds representing the subscription monies must be received by the ICAV by 3:00 pm (Irish Time) on the Business Day two Business Days following the relevant Dealing Day (the "**Subscription Settlement Time**") or within such other period as may be permitted by the Directors. If cleared funds representing the subscription monies are not received by the ICAV by the Subscription Settlement Time, or such other time as is determined by the Directors from time to time, the Directors reserve the right to reject the subscription and / or cancel the provisional allotment of Shares, as appropriate. In such an event the investor will indemnify the ICAV, the Investment Manager, the Administrator and any of their respective affiliates for any and all claims, losses, liabilities or damages (including attorneys' fees and other related out-of-pocket expenses) suffered or incurred by any such person as a result of the investor not remitting the amount of its subscription by the due date for such subscription or otherwise failing to comply with the terms of such Application Form. In the event that the Directors decide not to cancel a provisional allotment of Shares notwithstanding that cleared funds have not been received by the ICAV by the relevant Subscription Settlement Time, the Directors reserve the right to charge interest on such subscription monies at prevailing interest rates. In addition, upon the failure of a Shareholder to pay subscription monies by the date due, the Directors may, in their sole discretion, redeem any Shares held by the Shareholder in the ICAV and apply the redemption proceeds in satisfaction of the Shareholder's liabilities to the ICAV, the Investment Manager or any of their respective affiliates pursuant to the indemnity described above. Please see the "*Mandatory Redemption of Shares, Dividend Policy and Withholdings and Deductions*" sections of the Prospectus.

The ICAV may, in its sole discretion, reject any subscription in whole or in part without reason. Shares will be issued on the terms and in accordance with the procedures described in the Prospectus.

Redemptions and Redemption Price

If applications for redemption on any Dealing Day exceed 10% of the Net Asset Value of the Fund, or such higher percentage as the Directors may determine in their sole discretion in respect of any Dealing Day (the "**Gate Amount**"), the ICAV may (i) reduce all such applications for Redemption pro rata (in accordance with the size of the applications for Redemption so that Shares redeemed on such Dealing Day, in aggregate, represent only the Gate Amount) and (ii) defer applications for Redemption in excess of the Gate Amount to subsequent Dealing Days, subject to any Gate Amount applicable on any such Dealing Day. On the Dealing Day following the application of a Gate Amount, all redemption requests will be dealt with on a pro rata basis should the gate continue to apply. Except at the sole discretion of the ICAV, any such deferred applications for Redemption may not be revoked.

Shareholders may request that Shares be redeemed on any Dealing Day by completing and applying for redemption to the Administrator prior to the Redemption Cut-Off Time (3.00 pm (Irish time) on the Business Day five Business Days before the relevant Dealing Day) in accordance with the procedures set out in the Prospectus. The Net Asset Value per Share on redemption may also be described as the Redemption Price. The Net Asset Value per Share shall be rounded naturally as appropriate to the nearest four (4) decimal places. An application for redemption received after the relevant Redemption Cut-Off Time will be held over until the next applicable Dealing Day, unless the Directors determine in their sole discretion, in exceptional circumstances and where such applications for redemption are received before the earliest relevant Valuation Point, to accept such application for redemption on the relevant Dealing Day.

Shares will be redeemed at the Redemption Price, subject to any applicable fees associated with such redemption. See below under "*Anti-Dilution Levy*" for details of the anti-dilution levy that may apply to redemptions in certain circumstances. Subject to any provisions contained herein, Redemption Proceeds will be paid in full (on the basis of unaudited data) in the applicable Class Currency of the Shares being redeemed normally within five Business Days after the relevant Dealing Day and in any event will not exceed ten (10) Business Days following the Redemption Cut-Off Time providing all required anti-money laundering documentation has been received by the Administrator. All payments will be made by transfer to the bank account previously designated by Shareholders for such purpose.

The Administrator is regulated by the Central Bank and must comply with the measures provided for in the Criminal Justice (Money Laundering & Terrorist Financing) Acts 2010 and 2018, which are aimed towards the prevention of money laundering. In order to comply with these anti-money laundering regulations, the Administrator acting on behalf of the ICAV will require from any subscriber or Shareholder a detailed verification of the identity of such subscriber or Shareholder, the identity of the beneficial owners of such subscriber or Shareholder, the source of funds used to subscribe for Shares, or other additional information which may be requested from any subscriber or Shareholder for such purposes from time to time.

The ICAV and the Administrator acting on behalf of the ICAV reserve the right to request such information as is necessary to verify the identity of an applicant and where applicable, the beneficial owner.

The subscriber recognises that the ICAV and the Administrator acting on behalf of the ICAV, in accordance with their anti-money laundering ("**AML**") procedures, reserves the right to prohibit the movement of any monies if all due diligence requirements have not been met, or, if for any reason feels that the origin of the funds or the parties involved are suspicious. In the event that the movement of monies is withheld in accordance with the Administrator's AML procedures, the Administrator acting on behalf of the ICAV will strictly adhere to all applicable laws and shall notify the Fund as soon as professional discretion allows or as otherwise permitted by law.

No redemption payment may be made to a Shareholder, or transfer of Shares completed, until the Application Form and all documentation required by the ICAV and the Administrator acting on behalf of the ICAV, including any document in connection with any anti-money laundering procedures have been completed, sent to and received by the Administrator acting on behalf of the ICAV.

FEES AND EXPENSES

Investors should refer to the "*Fees and Expenses*" section of the Prospectus for details of certain fees and expenses payable in respect of the ICAV and the Fund. The following additional fees and expenses apply in respect of the Fund.

Management Fee

The Manager shall be paid a fee (the "**Management Fee**") out of the assets of the Fund, calculated and accrued on each Dealing Day and payable monthly in arrears, of an amount up to 0.0825% of the Net Asset Value of the Fund (plus VAT, if any), subject to an annual minimum fee up to €42,000 (plus VAT, if any). The Manager is also entitled to receive out of the assets of the Fund reasonable and properly vouched expenses.

Investment Management and Distribution Fee

Class A and Class C Classes

The Investment Manager will receive an annual investment management and distribution fee (the "**Investment Management and Distribution Fee**") out of the assets of the Fund at the rate of 0.65% per annum of its Net Asset Value attributable to the relevant Class (plus VAT, if any) for the provision of investment management and distribution services in respect of the Class A Classes and at the rate of 0.75% per annum of its Net Asset Value attributable to the relevant Class (plus VAT, if any) for the provision of investment management and distribution services in respect of the Class C Classes.

Class B Classes

The Investment Manager will receive an annual investment management and distribution fee out of the assets of the Fund at the rate of 0.50% per annum of its Net Asset Value attributable to the relevant Class (plus VAT, if any) for the provision of investment management and distribution services in respect of the Class B Classes.

The Investment Management and Distribution Fee in respect of the Class B Classes and the B Class Performance Fee (as defined below) were set at a rate intended to attract assets into the Fund. The Class B Classes are closed to all further subscriptions other than to existing Class B Shareholders or as the Directors may in their discretion determine.

General

The Investment Manager may, in its sole discretion, and without recourse or cost to the Fund or to the ICAV, rebate all or part of its Investment Management and Distribution Fee (including where relevant its Performance Fee (as defined below)) to certain Shareholders.

The Investment Management and Distribution Fee shall be accrued at each Valuation Point and shall be paid monthly in arrears together with any reasonable disbursements and out-of-pocket expenses incurred by it.

Performance Fee

Class A Classes and Class B Classes

The Investment Manager may receive a performance fee in respect of the Class A Classes and the Class B Classes equal to 10% of the excess of the Net Asset Value per Share of the relevant Class (after the deduction of the Investment Management and Distribution Fee and all other payments and expenses but before the deduction of any (i) accrued Performance Fee and (ii) any dividends paid during the Performance Period) at the end of a Performance Period over the High Water Mark in respect of the Fund (the "**A Class Performance Fee**" and the "**B Class Performance Fee**"). The calculation of excess performance net of all costs but without deducting Performance Fees is considered by the ICAV to be in the best interests of Shareholders.

Class C Classes

The Investment Manager may receive a performance fee in respect of the Class C Classes equal to 15% of the excess of its Net Asset Value per Share (after the deduction of the Investment Management and Distribution fee and all other payments and expenses but before the deduction of (i) any accrued Performance Fee and (ii) any dividends paid during the Performance Period) at the end of a Performance Period over the High Water Mark in respect of the Fund (the "**C Class Performance Fee**" and together with the A Class Performance Fee and the B Class Performance Fee, a "**Performance Fee**"). The calculation of excess performance net of all costs but without deducting Performance Fees is considered by the ICAV to be in the best interests of Shareholders.

Performance Fee - General

No Performance Fee shall be payable unless the Net Asset Value per Share exceeds the High Water Mark and any such Performance Fee is payable only on an increase of the Net Asset Value over the High Water Mark.

The Performance Fee (if any) will accrue on each Dealing Day. The Performance Fee accrued on each Dealing Day will be determined by calculating the Performance Fee that would be payable if that day was the last day of the current Performance Period. The Performance Fee will be payable by the Fund to the Investment Manager annually in arrears, normally within 14 calendar days of the end of each Performance Period.

The Performance Fee, if any, is calculated using the Initial Offer Price as the starting price for the initial calculation of the Performance Fee for each Class and following the closure of the Initial Offer Period, using the Net Asset Value per Share (after the deduction of the Investment Management and Distribution Fee and all other payments and expenses but before the deduction of any (i) accrued Performance Fee and (ii) any dividends paid during the Performance Period) at the end of each Performance Period (with respect to each Class) including, for the avoidance of doubt the net realised and unrealised gains and losses. As a result, a Performance Fee may be paid on unrealised gains which may subsequently never be realised. There is no repayment of any Performance Fee already paid if the Net Asset Value per Share subsequently falls back below the High Water Mark even if an investor redeems its holding.

The calculation of the Performance Fee is verifiable and is not open to the possibility of manipulation. The calculation of the Performance Fee shall be verified by the Depositary.

Deemed End of Performance Period

Shares redeemed other than at the end of a Performance Period will be treated as if the date of redemption was the end of the Performance Period and the above provisions shall apply.

If the Investment Management and Distribution Agreement is terminated other than at the end of a Performance Period, the date of termination will be deemed to be the end of the Performance Period and the above provisions shall apply. Any Performance Fee payable to the Investment Manager shall be paid as soon as reasonably practicable after the date of termination.

Performance Fee – No Equalisation –Class B Classes

The methodology used in calculating the B Class Performance Fee may result in inequalities between investors in relation to the payment of B Class Performance Fees, with some investors in that Class paying disproportionately higher Performance Fees in certain circumstances (as no equalisation methodology is employed in respect of the B Class Performance Fee calculation).

Performance Fee - Equalisation – Class A Classes and Class C Classes

Each of the A Class Performance Fee and the C Class Performance Fee is calculated on a Share by Share basis so that each Class A Share and Class C Share is effectively charged a performance fee that equates precisely with that Share's performance. This method of calculation ensures that: (i) all holders of Class A Shares and Class C Shares have the same amount of capital per Share at risk in the Fund and (ii) all Class A Shares and Class C Shares have the same Net Asset Value per Share.

In order to achieve this, the Fund operates equalisation whereby a subscription for Class A Shares and Class C Shares following the Initial Offer Period or on any Dealing Day following the first day in any Performance Period will include an equalisation adjustment. If such subscription for Class A Shares and Class C Shares is at a time when the Net Asset Value per Class A Share or per Class C Share has not yet reached the High Water Mark, certain adjustments will be made to reduce inequities that could otherwise affect the subscriber or the Investment Manager.

Where the High Water Mark has been reached, the equalisation adjustment will be the difference between the Net Asset Value per Class A Share or per Class C Share before the accrual of any Class A Performance Fee or any Class C Performance Fee and the Net Asset Value per Share after the accrual of the Class A Performance Fee or Class C Performance Fee. This difference will be adjusted at the end of the Performance Period in the following manner:

> (i) if the performance fee per Class A Share or per Class C Share calculated (at the end of a Performance Period) in respect of a Class A Share or Class C Share subscribed for on a Dealing Day (other than the first Dealing Day in that Performance Period) is less than the performance fee accrued in respect of such Share in issue at the start of the Performance Period, the difference per Class A Share or per Class C Share multiplied by the number of Class A Shares or Class C Shares subscribed for by the holder of that Share on that Dealing Day will be applied to subscribe for additional Class A Shares or Class C Shares to be issued to that Shareholder; and
>
> (ii) if the performance fee per Class A Share or per Class C Share calculated (at the end of a Performance Period) in respect of a Class A Share or Class C Share subscribed for on a Dealing Day (other than the first Dealing Day in that Performance Period) is greater than the performance fee per Class A Share or per Class C Share accrued in respect of such Share at the start of the Performance Period, such number of Class A Shares or Class C Shares held by the holder of that Share as having aggregate Net Asset Value equal to the difference per Class A

Share or per Class C Share of the relevant Shares multiplied by the number of the Class A Shares or Class C Shares subscribed for by the holder of that Share will be redeemed at the Net Asset Value per Class A Share or Class C Share and the amount so redeemed shall be paid as a Class A Performance Fee or as a Class C Performance Fee to the Investment Manager.

Sample Performance Fee calculations are set out at Schedule III.

Administration Fees

The Administrator shall be entitled to receive (with value added tax thereon, if applicable) an annual fee which will not exceed 0.095% of the Net Asset Value of the Fund, subject to a minimum fee of $13,500 per month. Any increase over the maximum provided amount will be notified to Shareholders in advance. The Administrator shall also be entitled to receive an annual fee of $15,000 for preparation of the financial statements. Such fees will accrue on each Dealing Day based on the Net Asset Value of the Fund as per the previous Business Day and be payable monthly in arrears. The fees and charges of the Administrator are subject to variation and renegotiation from time to time.

The Administrator shall also be entitled to be reimbursed for its reasonable and properly vouched out-of-pocket expenses, payable out of the assets of the Fund (with value added tax thereon if applicable).

Depositary Fees

The Depositary shall be entitled to receive out of the assets of the Fund (with value added tax thereon, if applicable) an annual fee which will not exceed 0.04% of the Net Asset Value of the Fund, subject to a minimum fee of up to $50,000 per annum. Such fees will accrue on each Dealing Day based on the Net Asset Value of the Fund as per the previous Business Day and be payable monthly in arrears.

The Depositary will also be entitled to be reimbursed for its reasonably incurred and properly vouched out-of-pocket expenses, and transaction and account costs (at normal commercial rates), from the assets of the Fund. The Depositary is further entitled to be reimbursed from assets of the Fund for any reasonably incurred and properly valued sub-custodian fees and expenses, at normal commercial rates.

Establishment Costs

The cost of establishing the ICAV and the Fund, including the expenses associated with obtaining authorisation from any authority (including, but not limited to, the Central Bank), filing fees, the preparation and printing of the Prospectus and this Supplement, marketing costs and the fees and expenses of legal counsel and other professionals involved in the establishment and initial offering of the ICAV will be borne by the ICAV and amortised over the first five years of the ICAV's operation, on such terms and in such manner as the Directors may in their discretion determine. The Fund may, at the absolute discretion of the Directors, be allocated such portion of the establishment expenses of the ICAV, as the Directors consider to be fair in the circumstances.

Other Expenses

Other than expenses of the initial notifications, registrations, filings and compliance which fall within establishment costs above, the Fund bears all other expenses relating to the Fund's operations, the details of which are set out in the Prospectus under the section entitled "*General*" within the section entitled "*Fees and Expenses*".

Voluntary Expense Cap

The Investment Manager has voluntarily agreed to cap the Management Fee, Administration Fees, Depositary Fees and the Fund's other expenses, as described above, at 0.30% per annum of the Net Asset Value of the Fund and will pay any excess of such expenses over this amount; provided that any

Performance Fees, litigation and other extraordinary expenses shall be excluded from such cap. Only those fees and expenses which are actually incurred up to this cap will be payable out of the assets of the Fund. In the event that the Investment Manager decides in the future to withdraw or amend this cap, Shareholders will be notified in advance.

Subscription and Redemption Charges

There will be no Subscription Charge or Redemption Charge payable in respect of any Class of Shares in the Fund.

Anti-Dilution Levy

On any Dealing Day where there are net subscriptions or net redemptions, the Directors may determine (based on such reasonable factors as it sees fit, including without limitation, the prevailing market conditions and the level of subscriptions or redemptions requested by Shareholders or potential Shareholders in relation to the size of the Fund) to add an anti-dilution levy to the Subscription Price on that Dealing Day or deduct an anti-dilution levy from the Redemption Proceeds, in each case not to exceed 5% of Net Asset Value of the Shares being issued or redeemed, in order to cover dealing costs and to preserve the value of the underlying assets of the Fund.

SCHEDULE I

SHARE CLASSES OFFERED BY THE FUND[1]

Class	Currency	Distribution Policy	Minimum Initial Investment	Minimum Subsequent Investment	Minimum Holding
USD Class A-1	USD	Accumulating	USD 1mm	USD 1,000	USD 1mm
USD Class A-2	USD	Distributing	USD 1mm	USD 1,000	USD 1mm
USD Class B-1	USD	Accumulating	USD 5mm	USD 1,000	USD 1mm
USD Class B-2	USD	Distributing	USD 5mm	USD 1,000	USD 1mm
USD Class C-1	USD	Accumulating	USD 1mm	USD 1,000	USD 1mm
USD Class C-2	USD	Distributing	USD 1mm	USD 1,000	USD 1mm
GBP Class A-1	GBP	Accumulating	GBP 1mm	GBP 1,000	GBP 1mm
GBP Class A-2	GBP	Distributing	GBP 1mm	GBP 1,000	GBP 1mm
GBP Class B-1	GBP	Accumulating	GBP 5mm	GBP 1,000	GBP 1mm
GBP Class B-2	GBP	Distributing	GBP 5mm	GBP 1,000	GBP 1mm
GBP Class C-1	GBP	Accumulating	GBP 1mm	GBP 1,000	GBP 1mm
GBP Class C-2	GBP	Distributing	GBP 1mm	GBP 1,000	GBP 1mm
Euro Class A-1	Euro	Accumulating	EUR 1mm	EUR 1,000	EUR 1mm
Euro Class A-2	Euro	Distributing	EUR 1mm	EUR 1,000	EUR 1mm
Euro Class B-1	Euro	Accumulating	EUR 5mm	EUR 1,000	EUR 1mm
Euro Class B-2	Euro	Distributing	EUR 5mm	EUR 1,000	EUR 1mm
Euro Class C-1	Euro	Accumulating	EUR 1mm	EUR 1,000	EUR 1mm
Euro Class C-2	Euro	Distributing	EUR 1mm	EUR 1,000	EUR 1mm
CHF Class A-1	CHF	Accumulating	CHF 1mm	CHF 1,000	CHF 1mm
CHF Class A-2	CHF	Distributing	CHF 1mm	CHF 1,000	CHF 1mm
CHF Class B-1	CHF	Accumulating	CHF 5mm	CHF 1,000	CHF 1mm
CHF Class B-2	CHF	Distributing	CHF 5mm	CHF 1,000	CHF 1mm
CHF Class C-1	CHF	Accumulating	CHF 1mm	CHF 1,000	CHF 1mm
CHF Class C-2	CHF	Distributing	CHF 1mm	CHF 1,000	CHF 1mm

[1] Class B Shares are closed to all further subscriptions other than to existing Class B Shareholders or as the Directors may in their discretion determine.

SCHEDULE II

ELIGIBLE UNDERLYING INDICES

As at the date of this Supplement the Fund may gain exposure through the use of financial derivative instruments to the following indices:

iTraxx Crossover Index

The iTraxx Crossover Index is composed of the 75 most liquid sub-investment grade entities. All entities are incorporated in Europe. The composition of this index is determined by predetermined index rules which are based on the reference entity credit rating (being non-investment grade relevant rating or no relevant rating), sector and liquidity. The iTraxx Crossover Index rolls on a semi-annual basis and the composition of a new series (a new index) is established based on the predetermined index rules to ensure that it continues to reflect the markets to which it refers. Further information on this index can be found on https://www.theice.com/products/28687613/Markit-iTraxx-Crossover.

North America High Yield CDX Index

The North America High Yield CDX Index is composed of 100 non-investment grade entities that trade in the credit default swap market. All entities are domiciled in North America. This index is a tradable index that allow market participants to take a view on the overall credit quality and direction of the underlying basket in one tradable instrument. The North America High Yield CDX Index rolls on a semi-annual basis and the composition of a new series (a new index) is established based on the predetermined index rules to ensure that it continues to reflect the markets to which it refers. Further information on this index can be found on https://www.theice.com/products/28687609/Markit-CDXNAHY.

North American Investment Grade CDX Index

The North American Investment Grade CDX Index is composed of 125 of the most liquid entities with investment grade credit ratings that trade in the credit default swap market. All entities are domiciled in North America. This index is a tradable index that allow market participants to take a view on the overall credit quality and direction of the underlying basket in one tradable instrument. The North American Investment Grade CDX Index rolls on a semi-annual basis and the composition of a new series (a new index) is established based on the predetermined index rules to ensure that it continues to reflect the markets to which it refers. Further information on this index can be found on https://www.theice.com/products/28555645/Markit-CDXNAIG.

S&P 500 Index

The S&P 500 is regarded as the best single gauge of large-cap U.S. equities and serves as the foundation for a wide range of investment products. This market-capitalisation-weighted stock index consists of the 500 largest American publically traded companies that make up 80% of U.S. equity by market cap. Further information on this index can be found on https://www.spglobal.com/spdji/en/indices/equity/sp-500/#overview.

Russell 2000 Index

The Russell 2000 measures the performance of 2,000 U.S. small-capitalisation companies. These companies are included in the bottom half of the Russell 3000 Index, which itself is made up of nearly all the publically traded U.S. companies, representing nearly 98% of the investable U.S. stock market. The Russell 2000 is the most common benchmark for small-cap, domestically focused portfolios.

Further information on this index can be found on https://www.ftserussell.com/products/indices/russell-us.

General

The financial indices to which the Fund may gain exposure will typically be rebalanced on a monthly, quarterly, semi-annual or annual basis.

SCHEDULE III

SAMPLE PERFORMANCE FEE CALCULATIONS

The following are examples of how the Performance Fee for each Share Class in the Fund will be calculated. Investors should note that the examples below are included so that they may understand the methodology of the Performance Fee calculation and should not be interpreted as an indication of future performance.

Class A Shares

Summary of Performance Fee Terms:

- 10% Performance Fee
- No hurdle
- Equalization applies
- Crystallizes annually on last Dealing Day in each year (31 December in this example)

Example 1- Positive Performance – Performance Fee Payable

Investor X acquires one Share during the Initial Offer Period at USD 100. At the end of the initial Performance Period, the Net Asset Value per Share (before the Performance Fee) is USD 105. There is a Performance Fee accruable of USD 0.50 (10% of the USD 5 increase in value). Investor X's High Water Mark is now USD 105. The Performance Fee will not be crystallized and payable until 31 December (the end of the Performance Period).

Investor Y acquires one Share in Year 2 at USD 101. At the end of the next Performance Period in Year 2, the Net Asset Value per Share (before the Performance Fee) is USD 103. A Performance Fee of USD 0.20 per Share is paid by Investor Y by the redemption of Shares (10% of the USD 2 increase in value). Investor Y's High Water Mark is now USD 103. Investor X pays no Performance Fee in this Performance Period as their previous High Water Mark of USD 105 is higher than the closing Net Asset Value per Share of USD 103. The High Water Mark of USD 105 remains for Investor X. The Performance Fee will not be crystallized and payable until 31 December (the end of the Performance Period).

Investor Z acquires one Share in Year 3 at USD 106. Investor Z receives an equalisation credit of USD 0.10 (10% of USD 106- USD 105) as the Net Asset Value per Share at which they acquired the Share is higher than the Fund's prevailing High Water Mark.[2] The equalisation credit of USD 0.10 per Share will be applied to subscribe for additional Shares to be issued to Investor Z.

At the end of the Performance Period in year 3, the Net Asset Value is USD 110 (before the Performance Fee). Investor Z pays a Performance Fee of USD 0.50 (10% of USD 110 – USD 105).

Investor X pays a Performance Fee of USD 0.50 (10% of USD 110 – USD 105) as the Net Asset Value per Share is now above the High Water Mark.

Investor Y pays a Performance Fee of USD 0.20 (10% of USD 105 – USD 103)[3] which represents an equalisation adjustment by the redemption of Shares to reach the High Water Mark. Investor Y then pays a balance of Performance Fee in the same amount as Investor X at USD 0.50 (10% of USD 110 – USD 105).

[2] USD 105 is the Fund's High Water Mark.
[3] USD 103 is Investor Y's High Water Mark from the previous period.

The new High Water Mark for all investors is USD 110.

The Performance Fee will not be crystallized and payable until 31 December (the end of the Performance Period).

Example 2 – Negative Performance – No Performance Fee Payable

Investor X acquires one Share at Valuation Point 1 at USD 100.

At Valuation Point 2, the Net Asset Value per Share (before the Performance Fee) has fallen to USD 90. The High Water Mark is USD 105 and, because the Net Asset Value per Share has fallen below this, there is no Performance Fee accrued and payable resulting in a final Net Asset Value per Share of USD 90.

On 31 December (Valuation Point 3), the Net Asset Value per Share (before the Performance Fee) has risen to USD 91. The High Water Mark is USD 105, and because the Net Asset Value per Share remains below the High Water Mark, there is no Performance Fee accrued and payable resulting in a final Net Asset Value per Share of USD 91. The High Water Mark remains at USD 105.

Investor Y acquires one Share in Year 2 at USD 95. At the end of the next Performance Period in Year 2, the Net Asset Value per Share (before the Performance Fee) is USD 90. As the Net Asset Value per Share is below the Net Asset Value per Share at which Investor Y acquired the Share, no Performance Fee is payable in this period. Investor Y's High Water Mark is now USD 95. Investor X pays no Performance Fee in this Performance Period as their previous High Water Mark of USD 105 is higher than the closing Net Asset Value per Share of USD 90. The High Water Mark of USD 105 remains for Investor X.

Class B Shares

Summary of Performance Fee Terms:

- 10% Performance Fee
- No hurdle
- No equalization
- Crystallizes annually on last dealing day in each year (31 December in this example)

Example 1 – Positive Performance – Performance Fee Payable

Investor acquires one Share at Valuation Point 1 at USD 100.

At Valuation Point 2, the Net Asset Value per Share (before the Performance Fee) has risen to USD 110. The High Water Mark is USD 105, and because the Net Asset Value per Share has risen above this, there is a Performance Fee accruable of USD 0.5 (10 % of the USD 5 increase in value above the High Water Mark). This Performance Fee is then accrued resulting in a final Net Asset Value per Share of USD 109.50. The fee will not be crystallized and payable until 31 December (the end of the Performance Period).

On 31 December (Valuation Point 3), the Net Asset Value per Share (before the Performance Fee) has risen to USD 114. The High Water Mark is USD 105, and because the Net Asset Value per Share has risen above this, there is a Performance Fee accruable of USD 0.90 (10% of the USD 9 increase in value above the High Water Mark). This Performance Fee is then accrued resulting in a final Net Asset Value per Share of USD 113.10. The Performance Fee is then crystallized and becomes payable. The new High Water Mark is USD 114 (USD 105 + increase in value of USD 9 above the High Water Mark).

Example 2 – Negative Performance – No Performance Fee Payable

Investor acquires one Share at Valuation Point 1 at USD 100.

At Valuation Point 2, the Net Asset Value per Share (before the Performance Fee) has fallen to USD 90. The High Water Mark is USD 105 and, because the Net Asset Value per Share has fallen below this, there is no Performance Fee accrued and payable resulting in a final Net Asset Value per Share of USD 90.

On 31 December (Valuation Point 3), the Net Asset Value per Share (before the Performance Fee) has risen to USD 91. The High Water Mark is USD 105, and because the Net Asset Value per Share remains below the High Water Mark, there is no Performance Fee accrued and payable resulting in a final Net Asset Value per Share of USD 91. The High Water Mark remains at USD 105.

Class C Shares

Summary of Performance Fee Terms:

- 15% Performance Fee
- No hurdle
- Equalization applies
- Crystallizes annually on last Dealing Day in each year (31 December in this example)

Example 1- Positive Performance – Performance Fee Payable

Investor X acquires one Share during the Initial Offer Period at USD 100. At the end of the initial Performance Period, the Net Asset Value per Share (before the Performance Fee) is USD 105. There is a Performance Fee accruable of USD 0.75 (15% of the USD 5 increase in value). Investor X's High Water Mark is now USD 105. The Performance Fee will not be crystallized and payable until 31 December (the end of the Performance Period).

Investor Y acquires one Share in Year 2 at USD 101. At the end of the next Performance Period in Year 2, the Net Asset Value per Share (before the Performance Fee) is USD 103. A Performance Fee of USD 0.30 per Share is paid by Investor Y by the redemption of Shares (15% of the USD 2 increase in value). Investor Y's High Water Mark is now USD 103. Investor X pays no Performance Fee in this Performance Period as their previous High Water Mark of USD 105 is higher than the closing Net Asset Value per Share of USD 103. The High Water Mark of USD 105 remains for Investor X. The Performance Fee will not be crystallized and payable until 31 December (the end of the Performance Period).

Investor Z acquires one Share in Year 3 at USD 106. Investor Z receives an equalisation credit of USD 0.15 (15% of USD 106- USD 105) as the Net Asset Value per Share at which they acquired the Share is higher than the Fund's prevailing High Water Mark.[4] The equalisation credit of USD 0.15 per Share will be applied to subscribe for additional Shares to be issued to Investor Z.

At the end of the Performance Period in year 3, the Net Asset Value is USD 110 (before the Performance Fee). Investor Z pays a Performance Fee of USD 0.75 (15% of USD 110 – USD 105).

Investor X pays a Performance Fee of USD 0.75 (15% of USD 110 – USD 105) as the Net Asset Value per Share is now above the High Water Mark.

Investor Y pays a Performance Fee of USD 0.30 (15% of USD 105 – USD 103)[5] which represents an equalisation adjustment by the redemption of Shares to reach the High Water Mark. Investor Y then pays a balance of Performance Fee in the same amount as Investor X at USD 0.75 (15% of USD 110 – USD 105).

The new High Water Mark for all investors is USD 110.

The Performance Fee will not be crystallized and payable until 31 December (the end of the Performance Period).

[4] USD 105 is the Fund's High Water Mark.
[5]. USD 103 is Investor Y's High Water Mark from the previous period.

Example 2 – Negative Performance – No Performance Fee Payable

Investor X acquires one Share at Valuation Point 1 at USD 100.

At Valuation Point 2, the Net Asset Value per Share (before the Performance Fee) has fallen to USD 90. The High Water Mark is USD 105 and, because the Net Asset Value per Share has fallen below this, there is no Performance Fee accrued and payable resulting in a final Net Asset Value per Share of USD 90.

On 31 December (Valuation Point 3), the Net Asset Value per Share (before the Performance Fee) has risen to USD 91. The High Water Mark is USD 105, and because the Net Asset Value per Share remains below the High Water Mark, there is no Performance Fee accrued and payable resulting in a final Net Asset Value per Share of USD 91. The High Water Mark remains at USD 105.

Investor Y acquires one Share in Year 2 at USD 95. At the end of the next Performance Period in Year 2, the Net Asset Value per Share (before the Performance Fee) is USD 90. As the Net Asset Value per Share is below the Net Asset Value per Share at which Investor Y acquired the Share, no Performance Fee is payable in this period. Investor Y's High Water Mark is now USD 95. Investor X pays no Performance Fee in this Performance Period as their previous High Water Mark of USD 105 is higher than the closing Net Asset Value per Share of USD 90. The High Water Mark of USD 105 remains for Investor X.