

# Invest in Mauritius



- » 5 YEAR GROWTH FUND
- » 4% INCOME PA
- » HIGHEST WORTH INVESTORS
- » SIPP/SSAS PENSION FUNDS



#### REGULATORY INFORMATION

Please note that this document is highly confidential and should only be discussed by prospective partners with their professional advisers.

The Partnership will be a collective investment scheme, which is an unregulated scheme as defined in the Financial Services and Markets Act 2000 (Promotion of Collective Investment Schemes) (Exemptions) Order 2001 (the 'Regulations'). The Partnership will not be authorised or otherwise approved by the FSA. Accordingly it cannot be marketed to the general public in the UK but can only be marketed to certain categories of person in certain circumstances.

This document is, therefore, only intended for distribution on a confidential basis to persons authorised under the Financial Services and Markets Act 2000 to conduct regulated activities or other categories of investor to whom unregulated collective investment schemes may be promoted pursuant to the Regulations or those exempted under 4.12 of the New Conduct of Business Sourcebook.

This document is only directed at such persons and the investment opportunity in the Partnership, as described in this document, is only available to such persons. This document should not be transmitted to or relied upon by any other person. As such, the document should not therefore be disclosed, in whole or in part, by the recipients to any other person save that, pursuant to applicable exemptions in the FSA's New Conduct of Business Sourcebook, persons authorised under FSMA may provide this document to their clients.

This document is exempt from the restriction on the promotion of unregulated schemes (in section 238 of the Financial Services and Markets Act 2000) on the grounds that it is only being distributed and made available to persons of the kind described in Article 14 (investment professionals who have professional experience of participating in unregulated schemes), Article 21 (certified high net worth individuals), Article 23 (sophisticated investors) and Article 23A (self-certified sophisticated investors) of the Regulations and those customers referred to in the table at 4.12 (4) of the Conduct of Business Sourcebook, which forms part of the FSA's handbook of rules and guidance.

To qualify for certification as a high net worth individual, the recipient of this document must either:

- have annual earnings of at least £100,000; or
- have net assets of at least £250,000 (excluding primary residence and any loan secured thereon, rights under contracts of insurance within the meaning of the FSMA (Regulatory Activities) Order 2001 and benefits (in the form of pension or otherwise) which are payable on the termination of services or on death or retirement and to which they (or their dependents) are, or may be, entitled.

To qualify for certification or self-certification as a sophisticated investor, the recipient of this document must either:

- be a member of a network or syndicate of business angels or have been so for at least six months; or
- have made more than one investment in an unlisted company within the last two years; or
- work, or have worked, in the last two years, in a professional capacity in the private equity sector, or in the provision of finance for small and medium enterprises; or
- be currently, or have been in the last two years, a director of a company with an annual turnover of at least £1 million.

If you qualify under either of the above, but have not completed a certification form please contact Acorn Fund Management on 0870 122 5444.

This document has not been lodged with or approved by any financial regulatory body in any country. Any recipients outside the United Kingdom should ensure that they comply with any local laws regarding possession or distribution of this document and, if making an investment, any investment regulations.

**Reliance on this promotion for the purpose of making an investment to which the promotion relates may expose an individual to a significant risk of losing all of the property or other assets invested. Individuals must, therefore, consider the possible consequences of investing in such a scheme together with the risks involved as well as the merits of such an investment.**

**Any individual who is in any doubt about the investment to which this document relates should consult an authorised person specialising in advising on investments of the type referred to in this document.**



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## RISK FACTORS

**This Risk Notice draws your attention to certain risks associated with limited partnerships in general and the Mauritian Capital Limited Partnership in particular and to certain risks associated with investment through the Trust.**

The Partnership and Trust are unregulated collective investment schemes suitable only for authorised persons, high net worth and sophisticated investors. The protections normally afforded by the Financial Services and Markets Act 2000 and compensation entitlements under the UK Financial Services Compensation Scheme do not apply.

There is no established market for dealings in interests in the Partnership or the Trust. The Investments will not be quoted on any stock market and it may be difficult for an investor to obtain reliable information relating to the value of his investment or to sell his investment before the liquidation of the underlying assets by the Partnership. A prospective investor should consider carefully whether an investment is suitable for him in light of his personal circumstances and the resources available to him.

To maximize their returns, investors may need to hold their investment on a long-term basis. As a consequence they may not be suitable for short-term investment and you should not invest if you may need to realise your investment prematurely.

As with business values in general, the value of the investment can go down as well as up and investors may not get back the amount invested and may lose up to the full amount of their investment. No guarantees as to investment performance, income distribution or capital gains are given, either expressly or by implication, in this Memorandum.

No assurance is offered regarding the economic return to investors. The activities of the Partnership are subject to usual commercial risks and as such its operations may be affected by the continued economic viability of the General Partner.

The Partnership does not have an operating history and there will be no assurance that its investment objectives will be achieved.

There can be no assurance that the Partnership's operational or exit strategies will be available or practical.

An application to invest may not be cancelled. Interests in the Partnership are not freely transferable or marketable. Any transfer of Partnership Interests requires the approval of the Partnership Operator and the General Partner.

Figures set out in this Memorandum have been prepared on the assumptions stated. Investors are reminded that such figures are given by way of illustration only and do not constitute forecasts.

Investors should seek their own advice on the taxation consequences of investment in the Partnership or Trust, as the General Partner and the Partnership's Legal and Tax advisers, and the Trusts Trustees can take no responsibility in this regard. A change in the interpretation of the taxation position or a change in the taxation treatment of the Partnership or its assets and the Trust may alter the net return to investors.

**All prospective investors are strongly recommended to seek their own professional advice on the suitability of investing in this Partnership or Trust.**



## INVESTMENT SUMMARY

### An opportunity to benefit from the growth in the property sectors in Mauritius

- A five year capital growth fund.
- The Fund will purchase a range of residential and commercial properties in Mauritius and may invest up to 20% of the funds in other Mauritian business opportunities.
- The Fund will take advantage of government backed schemes promoting property development.
- The Investment Board includes prominent local businessman Alan Duval.
- It is planned that investors will receive an annual return on their investment of 4%. They will also receive 60% of any profits remaining when the Fund is wound up, following the return of their investment, the payment of the 4% p.a. for five years and the costs of the Fund.
- The General Partner of the Fund will be responsible for identifying, negotiating, monitoring and realising the investment opportunities. For this the General Partner will be paid 1.45% p.a. of the amount invested in the Fund and a performance bonus of 40% of any profits when the Fund is wound up.
- Investment by tax efficient UK Limited Partnership.
- There will be an exempt unauthorised unit trust option to allow investment by SIPP and SSAS Pension Schemes.
- Partnership planned to be concluded by October 2014 .
- Minimum investment of €10,000 or €12,000 or US\$15,000 and, thereafter, in increments of €1,000 or €1,000 or US\$1,000.
- The subscription list opens on 1 July 2009.
- Applications will be accepted on a first come first served basis until 30 April 2010 or earlier if oversubscribed.



## KEY FACTS ABOUT MAURITIUS

Mauritius gained its independence from the United Kingdom in 1968. It is a socially and politically stable island in the Indian ocean with a population of approximately 1.3 million (2008).

Mauritius has a skilled workforce with one of the highest literacy rates in Africa, many of whom are bi-lingual.

Industry in Mauritius was traditionally based predominantly around sugar and textiles, however, the services industry now provides around 70% of GDP and the tourism sector is growing rapidly.

The Mauritian government is keen to encourage foreign investment and there is an advantageous tax system to do so. Corporate and income tax is 15%, there is no exchange control, there is exemption from customs duty on equipment and there are non-double taxation agreements in place with 33 countries.

The Mauritius Board of Investment has backed the Integrated Resort Scheme (IRS), which attracts international buyers for high-end residential property (minimum price US\$500,000). This scheme also provides the purchaser with the opportunity of obtaining Mauritian residency.

There is a second scheme, the Real Estate Scheme (RES), which also allows foreigners to purchase property.

The Mauritian government has simplified the operational framework for doing business in Mauritius and implemented a legal framework that promotes best practices in terms of transparency, good governance and ethics.

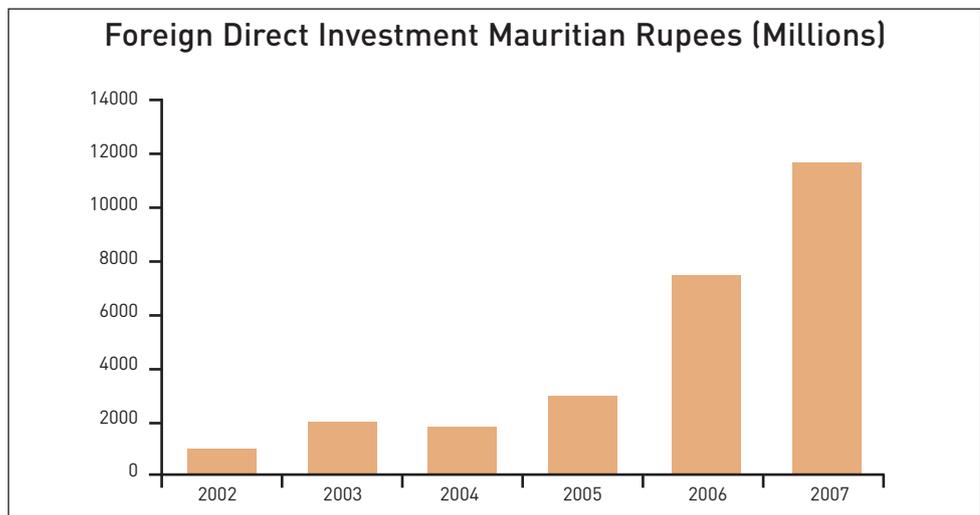
Mauritian company law reflects the islands history being a combination of UK Company Law and the French Code Napoleon.

## GROWTH & DEVELOPMENT IN MAURITIUS

With the introduction of the IRS and RES schemes and the favourable tax structure on the island, foreign investment has soared.

Alongside the luxury residential developments, there is a growing demand for leisure and recreational facilities such as golf courses, marinas, wellness centres and shopping malls. Incoming business facilitates the development of office buildings, business parks, industrial parks and up market business hotels.

The government is targeting to bring 2 million tourists per annum to the island by 2015, opening up the development potential for hotels and increasing the requirement for hospitality, leisure and recreational facilities.



Source: Board of Investment, Mauritius



## INVESTMENT APPROACH

The Fund will evaluate data appropriate to the opportunity for which an investment is being considered. For example, this due diligence will include reviews such as:

- Commissioning an independent valuation of the site along with an analysis of the planning permissions, environmental and geological surveys.
- Making a market assessment of the project by discussing its saleability with local real estate agents and property professionals.
- Undertaking a detailed evaluation of the financial forecasts and checking on the reasonableness of any assumptions.

An investment proposal will then be prepared and submitted to the Investment Board for approval.

Assuming that the investment is approved, the Fund's lawyers will prepare the investment documents. These will include provision for representation of the Fund on any company boards and management committees to ensure that the Fund's investment can be adequately monitored and, if appropriate, being a co-signatory on bank accounts.

The General Partner will regularly review the investments to see if they could be realised and will seek to realise them at the earliest opportunity, having due regard for the likelihood of any further increase in the value of the investment should it be retained for a longer period.

Any proposal to dispose of an investment will be submitted for approval to the Investment Board.

Further to the above and to provide further protection for the investors, Acorn Fund Management will levy a Euro 20,000 annual governance charge on the General Partner. This is to enable Acorn to pay for any independent assessment of the progress of a project, as it sees fit, in order to ensure that the Fund's investment is secure or to assess any proposed course of action.

## INVESTMENT BOARD

The Investment Board, none of whom have received any public criticism from any statutory, regulatory or professional bodies with regards to their business dealings, consists of the following individuals:

### ALAN DUVAL

Educated in South Africa, Italy and the USA, Alan has degrees in both architecture and finance. With this academic background and multi-lingual capability, he has undertaken a wide range of property and finance activities in the USA, Europe, South Africa and Mauritius.

Having strong ties to, and extensive contacts in, Mauritius, he has now established several businesses there, which are both marketing and property focussed, as well as acting as a consultant to local companies. In particular he has interests in hotel and villa developments being undertaken Calodyn, Les Salines, Black River and Point Aux Cannoniers.

He is also currently the Chief Executive of a group of companies in South Africa with involvement in hotel operation, marketing, finance and golf promotion.

Alan also continues to act as a consultant to companies in Mauritius, South Africa, USA and Europe.

This strong finance and property background, coupled with knowledge of and contacts in the local business community, ideally places Alan to identify and appraise the Fund's investment and disposal opportunities as well as undertaking the day to day monitoring of the Fund's investments.

### MATTHEW MACHIN

Matthew has operated within insurance and financial services since 1988 establishing and selling a number of successful practises including Mason James, Bentley Insurance and Bentley Independent Financial Advisers. His area of expertise is in advising small and medium sized enterprises with their general corporate planning and tax advice.



Since 2004, Matthew has concentrated his activities in working with UK and foreign property developers with respect to financial structuring from banking institutions and venture capitalists. In 2006 Matthew founded Eurocape Property Finance, which has a range of successful funds lending to property developers, predominantly in South Africa.

Matthew will be involved in identifying and negotiating participation in business opportunities for the Limited Partnership.

### IAN J SUBRAMANIEN

Ian started his professional career in 1991 with OGP Ltd Chartered Quantity Surveyors and assumed the responsibility of Senior Project Consulting Quantity Surveyor and Project Manager until 1998. He then joined in the Grinaker Construction Group and was appointed Commercial Manager for Rehm Grinaker Electrical, a recognised Mauritian contracting company which specialised in the field of mechanical and electrical installation.

In February 2002, Ian launched his own consulting company, Subraconsult Ltd, a company offering quantity surveying and associated professional consultancy services for the construction industry. He has been a corporate member of the Royal Institution of Chartered Surveyors since 1996 and holds an honours degree in quantity surveying from the University of Reading, UK.

Ian will provide technical advice and support to the Fund.

### HARRY DUTSON

Harry has a masters degree from London Business School and over 25 years of experience in the funding and support of new companies. Initially working as a venture capitalist at British Technology Group, he then joined Ferranti International plc where he ran a Corporate Venturing Fund and became Group Business Planning Manager.

Now a Director of Acorn Corporate Finance

Limited and Chief Executive of Acorn Fund Management, he is the corporate finance adviser to several companies, assisting in their fundraising, corporate development and, in some cases, flotation on Plus Markets.

Harry will advise the Partnership on fundraising and regulatory issues and will be the principal person at Acorn Fund Management responsible for the administration of the Partnership and Trust.

## ADVISERS

The role of the advisers is to provide legal, financial and tax advice, in their own jurisdictions, to the Investment Board. In the case of South Africa, this will include agreeing matters with the Exchange Control Board pertaining to the payment of interest and dividends to the Limited Partnership.

The advisers who will be used by the Investment Board include the following:

### HALLIWELLS LLP

Halliwells LLP is a leading commercial law firm with over 1,000 employees and offices in Manchester, London, Sheffield and Liverpool. Halliwells will provide ongoing legal advice to Mauritian Capital Fund and the Trust, in particular on the agreements under which property finance will be advanced.

### SIR ABDOOL HAMID MOOLAN

Sir Abdool is an eminent legal council. A graduate of Kings College London he was called to the Bar in London in 1956. He joined the Mauritian Bar in 1960, and was made a Queens Council in 1976. Sir Abdool was knighted by Queen Elizabeth II in 1986

He will provide legal advice to the Fund in Mauritius.



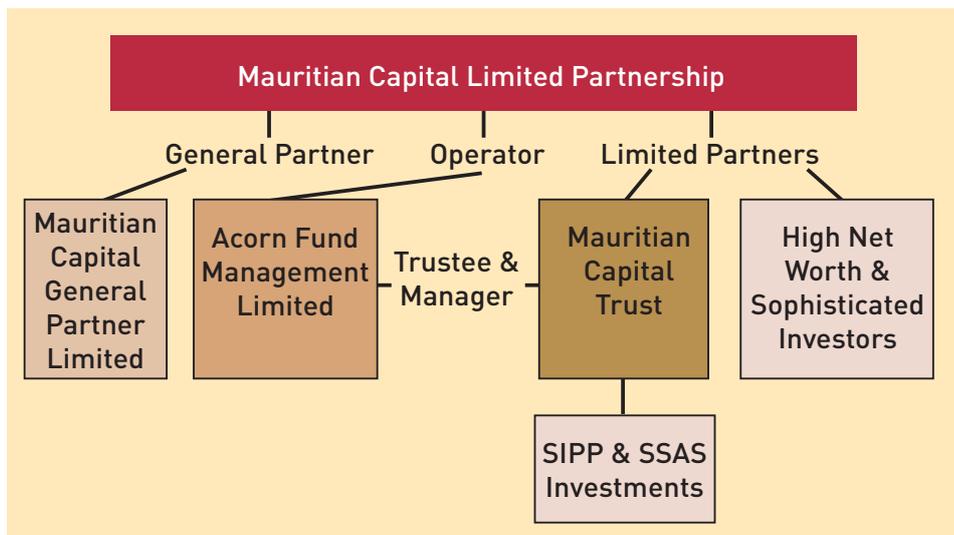
## STRUCTURE

The investment is structured as a limited partnership (Mauritian Capital Limited Partnership the “**Limited Partnership**”, or “**Mauritian Capital Fund**”) in which high net worth and sophisticated investors may become Limited Partners. To allow investments to be made by pension funds (SIPP and SSAS) an exempt unauthorised unit trust has been established (Mauritian Capital Trust or the “**Trust**”), which in turn will be a Limited Partner.

The General Partner of the Limited Partnership, Mauritian Capital General Partner Limited, will

be responsible for identifying, evaluating and monitoring lending opportunities.

The Operator of the Limited Partnership, and the Manager and Trustee of the Trust, will be Acorn Fund Management Limited, which is an appointed representative of Financial Services Authority authorised and regulated Acorn Corporate Finance Limited.



## RETURNS

Investments will normally be made into Mauritius from the UK by way of a secured loan, the interest rates on the loan being sufficient to cover the Fund operating costs and enable the planned 4% p.a. return to investors to be achieved.

When the Fund is liquidated, the investors investments will be returned along with 60% of any profits, after the funds costs have been met and the investors have received a 4% p.a. return for five years.

The remaining 40% will be paid to the General Partner as a performance bonus for identifying, monitoring and negotiating the disposal of the investments. Note that this performance bonus will only be paid on the winding up of the Limited Partnership. This means that the General Partner will not benefit from any early gains if they are absorbed by later losses. Therefore, the General Partner is motivated to make a substantial return, overall, for the investors.



## OPERATING COSTS

The General Partner will be paid 1.45% p.a. of the funds invested in the Limited Partnership to cover its day to day costs in managing the Fund. In addition, the General Partner will receive 40% of any surplus following the return of the investors' funds, the payment of the 4.0% p.a. for five years and all costs and fees.

For its role in operating the Limited Partnership and managing and administering the Trust, including preparation of accounts and communicating with investors, Acorn Fund Management Limited will be paid an initial fee equal to 1% of funds invested and an ongoing 0.6% p.a. of funds invested in the Limited Partnership.

## BORROWINGS

In order to increase the number of projects undertaken, the Limited Partnership may borrow up to an aggregate of 50% of the net asset value of the Limited Partnership at the time of borrowing. Any such borrowings may be secured on the assets of the Limited Partnership but will not incur any liability on the Limited Partners, beyond the amount of their investment.

## INVESTORS

Investment is open only to investors in the UK, who are certified as High Net Worth Individuals or Sophisticated Investors or, in the case of investments in the Trust, to pension funds (as defined in articles 21, 22, 23 and 23A of the Financial Services and Markets Act 2000 (Promotion of Collective Investment Schemes) (Exemptions) Order 2001 as amended). Non-UK residents can invest as Limited Partners subject to fulfilling money laundering requirements.

## RISKS

Investment in the Limited Partnership or Trust should be treated as an illiquid investment and is not suitable for investors who may need to realise their investment before the end of the Partnership. Your attention is particularly drawn to the section at the beginning of this document entitled Risk Factors.

## REDEMPTIONS

A Limited Partner will not have the right to redeem its interest in the Limited Partnership during the term of the Limited Partnership. The General Partner at its discretion, however, may redeem any such interest for its allocable share of the Limited Partnership's net asset value. In the event of the death of a Limited Partner, if requested, the General Partner will refund the amount of the Limited Partner's investment at the soonest practicable opportunity. This will be dependent upon the Limited Partnership being able to release the amount of the investment and, therefore, no timescale can be stated.

## TRANSFERABILITY OF INTERESTS

Investments in the Limited Partnership or units in the Trust may not be transferred without obtaining the prior written consent of Acorn Fund Management. Consent will be given where the transfer is to a person or body who qualifies to be a limited partner or an eligible holder of units in the Trust. Acorn Fund Management may require an opinion of counsel in connection with such transfer and the transferring partner or unit holder shall be responsible for the costs associated with the delivery of such opinion.

Anyone wishing to transfer or dispose of an interest in the Limited Partnership or the Trust should contact Acorn Fund Management who will try to identify an existing or new investor to acquire the interest. However, no guarantee can be given that such an acquirer will be found.



## OTHER ACTIVITIES

The business activities of the General Partner, its members, directors, officers, employees or their affiliates, together with individuals participating in the management of the Limited Partnership's investments, may involve conflicts with the business of the Limited Partnership. The members of the General Partner and their affiliates may also invest for their own account in projects in which the Limited Partnership is involved. Any of the Limited Partnership's investments may include terms and conditions that are better than, equal to, or worse than the terms obtained by such affiliated investors.

## INVESTMENT SIZE

The Limited Partnership will seek capital commitments in aggregate of up to €20 million but may, in the sole discretion of the General Partner, accept more or less capital commitments. There will be no minimum size for the Fund, which will be established on receipt of the first subscription.

## MINIMUM INDIVIDUAL INVESTMENT

The minimum individual investment as a Limited Partner is £10,000 or €12,000 or US\$15,000. Beyond the minimum, investments can be made in increments of £1,000 or €1,000 or US\$1,000. The minimum individual investment into the Trust is £10,000 and thereafter in increments of £1,000. Note: Investments made in Euros or US Dollars will be converted into Sterling at the time the investment is received and it is this Sterling equivalent that will be used to determine the investor's proportionate interest in the Fund.

## CAPITAL CONTRIBUTIONS

100% of each Limited Partner's commitment or investment into the Trust will be payable upon acceptance of the related subscription.

## TERM

The Limited Partnership is expected to have a life of 5 years 5 months and, therefore, is to be concluded in October 2014 with all investments in projects being realised by then. In the event that such a realisation is not possible and in order to protect the investor's interests and provide for an orderly realisation, the partnership may be extended.

## LIMITED PARTNERSHIP EXPENSES

In addition to the operating costs and introduction fees, the Limited Partnership will pay all third party expenses incurred in connection with its operations, which cannot be directly recovered from the loans recipient.

## VALUATIONS

The General Partner will determine the net asset value of the Limited Partnership's assets on an annual basis pursuant to the Partnership Agreement.

## ALLOCATIONS

Profits and losses from portfolio investments, consisting principally of income from investments as well as profits and losses from the sale of such investments, will be allocated to all partners in proportion to their respective commitments, having allowed for the carried interest of the General Partner.



## DISTRIBUTIONS

The Limited Partnership intends, where possible, to make a regular distribution of 4% p.a. on 1 June each year, starting in 2010 and finishing in 2014.

On the Limited Partnership being wound up, distributions will be made (after all fees and costs have been met), to all Limited Partners in proportion to their respective commitments until the Limited Partnership has returned to the Limited Partners an amount equal to their respective capital accounts, along with the 4% per annum for five years.

Thereafter, any remaining amounts will be distributed 60% to the Limited Partners and 40% to the General Partner.

In view of the above fixed distribution times and that subscriptions can be made to the Fund from 1 July 2009 until 30 April 2010, the initial payment on 1 June 2010 will be adjusted to give an equivalent return of 4% per annum and the share of the final payment will be a weighted to reflect the month in which the investment was made.

## TAXATION

The General Partner believes that the Limited Partnership will be treated for income tax purposes as a partnership. Each Limited Partner will be subject to tax on its allocable share of the Limited Partnership's taxable income, if any, for the year whether or not the Limited Partnership actually makes distributions to the Limited Partner during the year.

Distributions made by the Limited Partnership generally will not be taxable to a Limited Partner except to the extent that the amount of cash received exceeds the basis of that Limited Partner's interest. Each prospective investor should consult its own tax adviser with respect to the tax consequences of an investment in the Limited Partnership.

Pension funds investing in the Trust will receive distributions following the deduction of basic rate income tax (currently 20%), but should be able to reclaim this income tax. It will be for the unit holders to make any such claim via their local tax office.

## INDEMNIFICATION

The Limited Partnership will indemnify the General Partner, its members, directors, officers and employees to the fullest extent permitted by law with respect to all matters that in any way relate to the Limited Partnership, if the action or failure to act does not constitute fraud or bad faith, or was taken in good faith for a purpose that the General Partner reasonably believed to be in, or not opposed to, the best interest of the Limited Partnership.

## AMENDMENTS AND WAIVERS

Amendments to the Partnership Agreement generally require the written consent of the General Partner and Limited Partners owning 75% of the allocable share of limited partner interests. However, the General Partner, without the vote of Limited Partners, may amend the Partnership Agreement if the amendment does not adversely affect the Limited Partners.

## REPORTS

Each Limited Partner will receive annual reports of the Limited Partnership's activities. Additionally, investors will receive copies of tax returns showing their proportion of the Limited Partnership's income. Similar reports, as appropriate, will be provided to holders of units in the Trust.

1 July 2009



## PARTNERSHIP SUMMARY

Investors who wish to become Limited Partners must read and complete the enclosed "Partnership Application" documents.

### Partnership Structure

**Structure:** Mauritian Capital Limited Partnership (the "**Partnership**"), a Limited Partnership will be acquiring an interest in property projects (the "**Investments**"). Limited Partners ("**Limited Partners**") will subscribe to the Partnership a cash sum, which will be characterised as 0.01% equity capital and 99.99% interest free loan.

Each Limited Partner will enter into a partnership agreement with the General Partner setting out the terms governing their relationship, returns and the Partnership's objectives (the "**Partnership Agreement**").

**General Partner:** The general partner will be Mauritian Capital General Partner Limited (the "**General Partner**"). The General Partner is to act as general partner of the Partnership and it will also be responsible for identifying projects, negotiating terms, arranging the investment and monitoring the investment over its life. The General Partner will be paid 1.45% p.a. of the funds invested in the Limited Partnership along with a performance bonus of 40% of any surplus after the Limited Partners have had returned their investment, 4% p.a. for five years and all costs have been met. The remaining 60% of this surplus will be distributed to the Limited Partners.

**Partnership Operator:** Acorn Fund Management Limited ("**Acorn**" or the "**Partnership Operator**"), which is an appointed representative of Financial Services Authority authorised and regulated Acorn Corporate Finance Limited, will be appointed by the General Partner as the operator of the Partnership.

In particular, Acorn or its duly appointed agents and representatives, will be responsible for maintaining the Partnership's books of account, effecting distributions, cash management, procuring the preparation of valuations and accounts, maintaining Partnership records and communicating with the Partners generally.

In compensation for carrying out these duties Acorn will be paid an initial 1% and then 0.6% p.a., plus VAT if applicable, of the funds invested in the Limited Partnership.

**Restrictions on Limited Partners:** Limited Partners cannot participate in the management of the Partnership or its assets. If they do so, they may lose the benefit of limited liability.

**The Investment Period:** It is intended that the Partnership will hold Investments for a period of up to five years.

**Life of the Partnership:** The Partnership will continue for five years and will then liquidate its investments in an orderly manner. This is expected to be completed within 4 months and in any event to be concluded within twelve months. In the event that the General Partner and Acorn decide that it will be in the best interest of the Partnership to effect an orderly liquidation, the life of the Partnership may be extended by a further twelve months to give the Partnership a maximum total life of seven years.

**Termination:** The Partnership can be terminated if:

- the General Partner becomes insolvent or is placed in liquidation;
- the General Partner and the Limited Partners in accordance with particular levels of consent as set out in the Partnership Agreement ("**LP Consent**") determine to terminate the Partnership;
- the General Partner resigns or is removed and the Limited Partners do not by LP Consent reconstitute the Partnership;
- the General Partner determines that the assets of the Partnership are of negligible value;
- the Partnership has completed the disposal of all its investments so that the business of the Partnership has been completed; or
- if at any time, the Partnership has no Partnership Operator and the Limited Partners agree by LP Consent to terminate the Partnership.

**Variation of the Partnership Agreement:** The Partnership Agreement may only be amended with the written consent of the General Partner and the Limited Partners by LP Consent.

**Termination of Appointments:** The appointment of the Partnership Operator may be terminated by the General Partner following the occurrence of an insolvency event or a material breach of its



obligations under its appointment and failure to remedy such breach within 28 days of notice requiring such remedy. The appointment of the Partnership Operator is also capable of termination if at any time it ceases to be authorised to operate the Partnership and upon the termination of the Partnership. The Partnership Operator may resign its appointment on six months' notice or in the event of an unremedied material breach of the relevant agreement by the Partnership.

**Limited Liability:** Investors' equity will be characterised as 0.01% capital and 99.99% interest free loan. Limited Partners will be liable to third parties for the debts of the Partnership only to the extent of the capital they have contributed to the Partnership.

**General Partner's Share:** The General Partner will receive an annual priority share equivalent to 0.001% of any net income and any net capital gains.

**Further Partners:** The General Partner may admit further Limited Partners, and/or general partners at its discretion.

**Indemnification:** The General Partner, Partnership Operator and their respective officers, directors, agents and employees will be entitled to be indemnified out of the assets of the Partnership in the case of any liabilities, actions, proceedings, claims, costs, demands and all reasonable expenses (including legal fees) incurred or threatened by reason of being General Partner or Partnership Operator. No indemnity will be available in respect of matters arising from fraud, negligence, misconduct, bad faith, reckless disregard, breach of its obligations and duties by the General Partner or the Partnership Operator of their obligations or, in the case of the Partnership Operator, any breach of its duties and liabilities under the Financial Services and Markets Act 2000. Neither the General Partner nor the Partnership Operator will be liable to the Limited Partners for the misconduct, bad faith and reckless disregard for its obligations and duties of any agent acting for the General Partner or the Partnership Operator provided that the agent was selected, engaged or retained by the General Partner or the Partnership Operator with reasonable care and in good faith.

**Sale or Transfer:** Partnership Interests will be transferable with the consent of the General Partner and the Partnership Operator provided such transfer (1) receives the consent of the Partnership Operator and the General Partner,

(2) does not cause the Partnership to be disqualified or terminated as a partnership (including for tax purposes) and (3) does not breach any term of any bank borrowing of the Partnership or the Partnership Agreement. In the event of the death of a Limited Partner, if requested, the General Partner will refund the amount of the Limited Partner's investment at the soonest practicable opportunity. This will be dependent upon the Limited Partnership being able to release the amount of the investment and, therefore, no timescale can be stated.

**Legal Adviser:** Halliwells LLP will be the Partnership's principal legal adviser.

**Documents Available for Inspection:** Copies of the Partnership Agreement and agreements in respect of the appointment of the Partnership Operator will be made available by arrangement with Tim Jackson-Smith for inspection at the offices of Halliwells LLP, 3 Hardman Square, Spinningfields, Manchester, M3 3EB during the period which the Partnership is open for subscription.

#### Partnership Administration and Operation

**Power of Attorney:** Each person seeking to invest as a Limited Partner will be required to sign a power of attorney permitting the attorney(s) to sign the Partnership Agreement on their behalf.

**Distribution of Income and Capital Profits:** The Partnership has the ability, at the discretion of the General Partner, to distribute income to Limited Partners during the life of the Partnership.

Net receipts arising upon the disposal of Investments at the end of the partnership's life will be distributed as soon as possible. No distributions will be made which would render the Partnership insolvent.

**Annual Accounts:** The Partnership Operator will procure that annual accounts are prepared within four months of the end of the relevant financial year. The annual accounts shall include a management report and proposals for the application of profit or loss.

**Financial Year:** The Partnership's year-end will be 31 March, and the first accounts will be prepared in respect of the period ending 31 March 2010.

**Partnership Meetings:** There will be no annual general meeting of the Partnership.



## TAXATION OF THE PARTNERSHIP

**The comments relating to tax in this document are intended to be of a general nature only and are based on current law and HMRC practice. In particular, the comments in this information pack relating to tax may not apply to certain classes of investors, such as financial traders which hold property as trading stock.**

**General Treatment:** The Partnership should be treated for UK tax purposes as a partnership. As such it will not constitute a separate taxable entity and will be transparent for tax purposes. This means that each Partner is liable for (and solely responsible for paying) the tax due on his share of any UK tax accruing on the profits and gains arising in the Partnership. The Partner will need to declare his share of such profits and gains in his own self-assessment tax return. The Partnership may be required to complete and file a Partnership return to aid the assessment of the members of the Partnership.

The Partnership Operator intends to operate the business of the Partnership so as to ensure that it is not treated for UK tax purposes as carrying on a trade. The Partnership Operator will procure that Limited Partners who are UK tax payers are supplied with regular information in relation to their investment in the Partnership to assist in the completion of their UK tax returns.

**Income:** Income arising to the Partnership will be treated for UK tax purposes as income arising directly to each Partner, pro-rata to his / her share of income in accordance with the provisions of the Partnership Agreement and will be subject to tax, after taking into account amounts (including capital allowances) which may be deducted in computing the income which is liable to taxation.

**Capital Gains:** Each Partner will be treated for the purpose of UK tax on chargeable gains as having a direct share in the Partnership assets. Each Partner's share in the Partnership assets, and his / her pro-rata share of any proceeds realised on disposal of an asset to a third party, will be determined in accordance with the provisions of the Partnership Agreement. The disposal of a Partnership asset may give rise to a chargeable gain or allowable loss. If a Partner's entitlement to share in assets and asset surpluses reduces for any reason, he / she may be treated as disposing of part of his / her share in each of the assets of the Partnership and, depending upon individual Partners' circumstances, a charge to UK tax could arise where the assets of the Partnership have been revalued in the Partnership's accounts.

**Value Added Tax:** All fees stated are exclusive of VAT payable (where applicable), which will, if irrecoverable, be paid by the Partnership.

**Stamp Duty Land Tax and Stamp Duty:** Stamp duty may be chargeable on an instrument transferring an interest in the Partnership, although in computing the amount of such stamp duty, the market value of the proportionate share in the property will be deducted from the consideration payable on the transfer. It is a question for the Partners and their professional advisers to decide what steps (if any) they wish to take in relation to dealing with any incident of stamp duty on any disposal of Partnership interests.



## TRUST SUMMARY

Investors who wish to acquire units in the Trust ("Units") must read and complete the enclosed "Trust Application" documents.

### The Trust

It is intended that pension funds and other UK investors wholly exempt from capital gains tax or corporation tax on chargeable gains in the United Kingdom (otherwise than by reason of residence) will be able to participate in the Partnership by acquiring Units in the Trust. The Trust will be an exempt unauthorised unit trust and will be established to facilitate such participation. This is a standard method used to enable exempt UK investors (such as SIPP, SSAS and registered charities) to participate where their constitutions might otherwise prevent them from investing direct as Limited Partners. The Trust, through its trustee (the "Trustee"), will be a Limited Partner. Investors in the Partnership through the Trust will effectively have an economic interest equivalent to those of the Limited Partners. The minimum investment through the Trust is £10,000 and thereafter in units of £1,000. There is no maximum investment (subject to availability).

The Trustee and Manager will be **Acorn Fund Management Limited** who will be responsible for maintaining the Trust's books of account, effecting distributions, cash management, procuring the preparation of accounts and valuations, maintaining Trust records, communicating with Unit holders generally and liaising with the HMRC regarding any tax issues.

Investors in the Trust will subscribe for Units and the proceeds will then be utilised by the Trustee to subscribe to the Partnership as a Limited Partner.

The Trust shall exist until the end of the life of the Partnership (or, if earlier, the Trustee ceasing to be a Limited Partner), at which time the Trust shall also terminate.

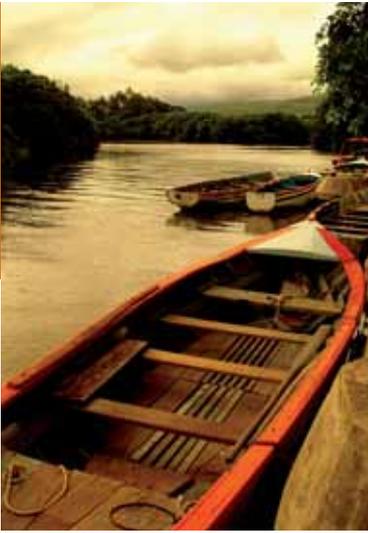
The Trust shall also be terminated if:

- the Unit holders resolve to terminate the Trust by extraordinary resolution, which requires a majority consisting of not less than 75 per cent of the total number of votes cast to vote in favour of such resolution;
- the Trustee terminates the appointment of the manager of the Trust in accordance with the deed constituting the Trust (the "Trust Deed") and no new manager of the Trust is appointed within the period of six months after such termination;
- the Trustee gives notice of its intention to retire and no new Trustee has been appointed within six months of such notice being given and the Trustee gives further written notice terminating the Trust; or
- in the reasonable opinion of Acorn Fund Management Limited, it is impractical or inadvisable to continue the Trust.

Investors in the Trust should note that they will have an interest in the property finance projects through the Trust's direct interest in the Partnership.

Units will be transferable only to parties who are wholly exempt from capital gains tax or corporation tax on chargeable gains (otherwise than by reason of residence) in accordance with TCGA Section 100(2). No transfer may be made if in consequence of the transfer the transferor or transferee would be the holder of less than one Unit. A transferee of Units must undertake to be bound by the terms of the Trust. In the event of the death of a Unit holder, if requested, the General Partner will refund the amount of the Unit holder's investment at the soonest practicable opportunity. This will be dependent upon the Limited Partnership being able to release the amount of the investment and, therefore, no timescale can be stated.

The accounts of the Trust will be audited annually. After each year's audit, the manager of the Trust will circulate to all Unit holders statements confirming the amount of income they have received from the Trust. No annual general meetings of the Trust will be held. Certain matters of importance, as specified in the Trust Deed, must be dealt with by way of an extraordinary resolution of Unit holders requiring a majority of 75% of votes cast.



The Trustee and the Manager of the Trust may each retire upon giving six months' written notice. Notwithstanding it shall have retired, the Trustee and the Manager shall each continue to have the benefit of all indemnities given to them respectively as Trustee and Manager of the Trust.

Unit holders in the Trust will only be liable to the extent of their cash investment.

It is a condition of the Trust that Units may only be held by or on behalf of a person exempt from capital gains tax or corporation tax on chargeable gains, (otherwise than by reason of residence) (the "Eligibility Requirement"). If the Eligibility Requirement has not been or cannot at any time be met by a Unit holder for any reason, or the Unit holder fails to satisfy the manager of the Trust of that fact, then that Unit holder is required to transfer its Units within 7 days to a person who satisfies such condition. In the event that such transfer does not occur, the Trust Deed provides a procedure by which the manager of the Trust may offer the relevant Units to existing or potential new Unit holders at a price determined by the terms of the Trust Deed or, alternatively, cancel the relevant Units and (to the extent practicable) assign to such Unit holder or its nominee such contribution as shall be equal to the number of Units cancelled less appropriate costs and expenses.

If the Eligibility Requirement is not met and the Trust loses the exemption afforded to it by Section 100(2) of TCGA or is assessed to tax on chargeable gains as a result of such non-compliance, the relevant Unit holder shall be required to indemnify the Trust in respect of the resultant tax and costs. To the extent that such tax and costs are not recovered from the relevant Unit holder they will be payable out of the underlying assets of the Trust. Such indemnities are not restricted by reference to the amount or value of Units subscribed for by each Unit holder or by any financial cap.

As described in the following section the Trust is treated as distributing to Unit holders, pro rata to their holdings of Units, the amounts available for payment or investment. These distributions are deemed to be net of income tax at the basic rate. Unit holders should be able to reclaim this income tax, if any.

**Investors should therefore note that investment in Units exposes them to risk that the tax treatment of their interest in the Trust and the value of their investment in Units may be prejudiced by the tax status of other Unit holders. Under the terms of the Trust Deed, Acorn Fund Management Limited is not responsible for ensuring the compliance of Unit holders or potential Unit holders with the Eligibility Requirement.**

Acorn Fund Management Limited will not receive a fee from the Trust for acting as Trustee and Manager of the Trust, but is compensated by its fee as Operator of the Limited Partnership.

Acorn Fund Management Limited is entitled to be indemnified out of the Trust assets for all liabilities and expenses arising from the proper performance of their duties under the Trust Deed.

The Trust Deed is capable of modification or amendment by the Trustee and the Manager (if required by applicable legislation and not prejudicing the interest of the Unit holders) or (in all other cases) with the sanction of an extraordinary resolution of Unit holders requiring a majority of 75% of votes cast. No such modification or amendment shall impose on a Unit holder any obligation to make further payments in respect of Units or accept any liability in respect thereof.

A copy of the Trust Deed is available on request.



## TAXATION OF THE TRUST

**The comments relating to tax in this document are intended to be of a general nature only and are based on current law and HMRC practice.**

The Trust is an exempt unauthorised unit trust for the purposes of section 469 of the Taxes Act 1988.

**Income:** Income arising in the Trust, after deducting any capital allowances and other allowable expenses, will be subject to basic rate tax in force for the tax year in which the income arises. For the tax year ending 5 April 2010 the basic rate of income tax is 20%.

For income tax purposes the Trust will be treated as distributing all of its grossed-up income as an annual payment.

In accordance with Section 469 of the Taxes Act 1988, the Trust will be deemed to have withheld basic rate income tax before distributing its income to Unit holders.

Unit holders will receive distributions after the deduction of this income tax but should be able to reclaim the income tax deemed to have been withheld provided that they are exempt from tax on investment income as well as on chargeable gains. It will be for the Unit holders to make any such reclaim via their local tax office.

If, on a cumulative basis, gross annual payments to Unit holders exceed the income taxable in the Trust, the difference may be assessed on the Trust. In broad terms, the tax reclaimed by the Unit holders would be expected to mirror the tax paid by the Trust.

**Capital:** As the Trust will be open only to investors who are exempt from capital gains tax or corporation tax on chargeable gains, any chargeable gain accruing to the Trust will not be chargeable to capital gains tax in accordance with Section 100 (2) TCGA 1992.

**Stamp Duty Reserve Tax:** Stamp Duty Reserve Tax will be payable on a "surrender" of all or part of a Unit holder's interest in the Trust. No liability to stamp duty arises on the subscription by investors for their interests in the Trust.



## APPLICATION PROCEDURE

### INDIVIDUALS/COMPANIES/PARTNERSHIPS/ TRUSTS APPLYING TO BE LIMITED PARTNERS

- Complete **FORM 1**, the *Subscription Agreement*.

Please note that the individual/company/partnership/trust whose details are given as the Applicant will be the name in which the Investment is registered.

- Ensure that **FORM 1** is dated and signed by the Applicant (or in the case of companies/partnerships/trusts by two authorised signatories) and witnessed by one individual.
- Enter the Applicant's details in **FORM 2**, the *Power of Attorney*.
- Ensure that **FORM 2** is dated and signed by the Applicant (or in the case of companies/partnerships/trusts by two authorised signatories) and witnessed by one individual.
- Where the application is being introduced by an IFA, complete **FORM 3**, the *Applicant Introduction Certificate*. A commission will be paid to the regulated introducer for a successful application unless Acorn is advised otherwise. See Introduction Fees below for further information.
- Make a cheque payable to **Mauritian Capital Fund Limited Partnership**. If you wish to pay by bank transfer please contact Lisa Pedersen at lisa.pedersen@acornfundmanagement.co.uk or on + 44 (0) 870 122 5444.
- Send your forms, documentation and payment to: Lisa Pedersen at Acorn Fund Management, Bollin House Riverside Park Wilmslow, Cheshire, SK9 1DP.

### UK PENSION FUNDS (SIPP, SSAS) APPLYING FOR UNITS IN THE TRUST

- Complete **FORM 4**, *Pension Fund Application for Units in the Trust*. Please note that the Institution or Fund whose details are given as the Applicant will be the name in which the Investment is registered. Please ensure that any unique identification number or name is included where appropriate.
- Ensure that **FORM 4** is signed by two authorised signatories and, where applicable, by the Pensioner Trustee.
- Where the application is being introduced by an IFA, complete **FORM 3**, the *Applicant Introduction Certificate*. A commission will be paid to the regulated introducer for a successful application unless Acorn is advised otherwise. See Introduction Fees below for further information.
- Make a cheque payable to **Mauritian Capital Trust**. If you wish to pay by bank transfer please contact Lisa Pedersen at lisa.pedersen@acornfundmanagement.co.uk or on + 44 (0) 870 122 5444.
- Send your forms, money laundering documentation and payment to: Lisa Pedersen, Acorn Fund Management, Bollin House, Riverside Park, Wilmslow, Cheshire, SK9 1DP.

#### INFORMATION REGARDING MONEY LAUNDERING

Investors in Mauritian Capital Limited Partnership are covered by the Money Laundering Regulations 2007, FSA Rules and any relevant guidance notes. Acorn, as Fund Operator, is responsible for compliance with these regulations. As a consequence, Acorn will carry out a money laundering check based on the information provided in the Subscription Agreement. For UK investors, this will normally be sufficient but you may be required to provide further proof of identity.

#### MONEY LAUNDERING DOCUMENTATION REQUIRED FROM OVERSEAS INVESTORS

Provide a **certified copy** of the photograph page of the Applicant's passport or driving licence and a **certified copy** of a utility bill bearing the Applicant's name and home address.

To certify as a copy, please write the following on the copy document and ask the witness to sign his/her name and provide their address and occupation beneath this statement:

*I hereby certify that this is a true and complete copy of the original*

The person certifying the copies should be a lawyer, bank manager or accountant.

#### INTRODUCTION FEES

An introducer fee will be paid to recognised financial intermediaries for each introduction they make. The introducer can choose from the following options:

Initial commission	Trail p.a. for 5 years
5.00%	0.25%
4.00%	0.50%
3.00%	0.75%
2.00%	1.00%

If an introducer wishes to elect to forego some or all of the initial and/or trail commission in favour of an increased allocation to the investor, they should contact Lisa Pedersen on +44 (0)870 122 5444, who will inform them of the uplift for the commission structure they have elected.

**PLEASE ENSURE THAT ALL SIDES OF EACH RELEVANT FORM ARE COMPLETED.**





## LIMITED PARTNERSHIP APPLICATION FORM

### Notes on Limited Partnership Application Form

1. **Definitions** All words and expressions in this Limited Partnership Application Form shall have the same meanings as in the information memorandum relating to the Mauritian Capital Limited Partnership issued by Acorn Fund Management Limited and dated 1 July 2009 (the "**Information Memorandum**").
2. **General** Applicants may be individual persons provided, if resident in the UK, they are certified high net worth individuals or sophisticated investors; partnerships; trustees or limited companies.
3. **Procedure for Application** Applications must be made by completion of the Subscription Agreement and the Power of Attorney attached. The Applicant should sign and date both forms (or in the case of companies/partnerships/trusts by two authorised signatories) in the presence of a witness who should also sign, adding after his signature his name and address. Completed applications together with all money laundering documentation must be sent to Lisa Pedersen at Acorn Fund Management, Bollin House Riverside Park Wilmslow, Cheshire, SK9 1DP.
4. **Terms of Application** The subscription list will open on 1 July 2009 and may close at any time thereafter, but in any event not later than 30 April 2010 (the "**Closing Date**"). Acorn and the General Partner reserve the right to reject any application in whole or in part without giving any reason.
5. **Method of Payment** Payment may be by cheque, made payable to **Mauritian Capital Fund Limited Partnership**, for the amount payable on the application. If you wish to pay by bank transfer please contact Lisa Pedersen at  
 lisa.pedersen@acornfundmanagement.co.uk  
 or on + 44 (0) 870 122 5444.
6. **Minimum Investment** The minimum Investment is £10,000 or €12,000 or US\$15,000 which can be increased in increments of £1,000 or €1,000 or US\$1,000 (subject to capacity and availability).
7. **Minimum and Maximum Subscription** The Partnership will be formed once the first subscription is received. The subscription list will remain open following receipt of the initial subscription and monies received after that date will be taken into the Partnership on receipt. The maximum subscription will be £10,000,000.
8. **Money Laundering** Investors in the Mauritian Capital Limited Partnership are covered by the Money Laundering Regulations 2007, FSA Rules and any relevant guidance notes. Acorn, as Fund Operator, is responsible for compliance with these regulations. As a consequence, Acorn will carry out a money laundering check based on the information provided in the Subscription Agreement. For UK investors, this will normally be sufficient but you may be required to provide further proof of identity.
9. **Acceptance of Application** If Acorn and the General Partner in their sole discretion accept an application, they shall notify the applicant in writing of their decision. Once an application has been submitted, it may not be cancelled, rescinded or otherwise revoked by the applicant.
10. **Closing Date** The closing date for applications is 30 April 2010 unless closed prior to that date at the discretion of Acorn and the General Partner.
11. **Other** No applications will be accepted by fax. All cheques, certificates and other documents dispatched by post will be at the risk of the applicant. Each applicant agrees and irrevocably undertakes to inform Acorn and the General Partner of any change in his residence status for tax purposes and to provide them upon request such other information as may be required from time to time.



## FORM 1

### Partnership Application Subscription Agreement

#### Mauritian Capital Limited Partnership

The Subscription Agreement should be completed in BLOCK CAPITALS, signed by the Applicant, witnessed by ONE individual and sent to Lisa Pedersen at Acorn Fund Management, Bollin House Riverside Park Wilmslow, Cheshire, SK9 1DP with the completed Power of Attorney by not later than 5.00 pm on 30 April 2010. All cheques should be made payable to **Mauritian Capital Fund Limited Partnership**. If you wish to pay by bank transfer please contact Lisa Pedersen at lisa.pedersen@acornfundmanagement.co.uk or on + 44 (0) 870 122 5444.

#### To: Acorn Fund Management Limited

The Applicant hereby irrevocably agrees, represents, confirms and instructs as follows:

1. The Applicant irrevocably offers to subscribe the sum specified above to become a Limited Partner in a limited partnership to be known as the Mauritian Capital Limited Partnership of which Mauritian Capital General Partner Limited will be the General Partner ("GP"), to be formed pursuant to the information memorandum relating to the Partnership dated 1 July 2009 issued by Acorn Fund Management Limited ("Acorn") (the "Information Memorandum") on the terms and conditions set out therein. The expressions used in this Subscription Agreement shall have the meaning attributed to them in the Information Memorandum except where the context requires otherwise.
2. The Applicant undertakes that Acorn and GP may rely on this offer and accordingly that this offer may not be cancelled, rescinded or otherwise revoked. By execution hereof, and of a power of attorney of even date, the Applicant hereby agrees to the execution on his behalf of the Partnership Agreement in respect of the Partnership subject to acceptance of his subscription referred to herein by Acorn and GP and admission of the Applicant to the Partnership.
3. The Applicant hereby represents and warrants to Acorn and GP that:
  - (a) He is at least 18 years of age and has legal capacity and competence to execute this Subscription Agreement and to take all actions required under this Subscription Agreement or it is properly constituted in accordance with the laws applying to it and has the full power and authority to enter into and perform all actions required under this Subscription Agreement, that the obligations assumed by it hereunder are legal, valid, binding and enforceable against it in accordance with their terms and that the execution, delivery and performance by it of this Subscription Agreement will not result in a breach of, or constitute a default under, any agreement or arrangement to which it is a party or by which it is bound or under its constitutional documents;
  - (b) He/it is making the subscription on its own account;
  - (c) He/it has received and has read and understood the terms of the Information Memorandum and the Partnership Agreement prior to the execution of this Subscription Agreement;
  - (d) He/it is aware of the aims and objectives of the Partnership and has been advised of the nature of its business;
  - (e) He/it has not relied on any information in connection with this offer other than that contained in the Information Memorandum and the Partnership Agreement;
  - (f) He/it is aware of the characteristics of the offer;
  - (g) He/it has the financial ability to bear the economic risk of subscribing for a Partnership interest, has adequate means of providing for his current needs and possible contingencies and has no need for liquidity with respect to his contribution;
  - (h) He/it shall execute and deliver such instruments, as Acorn or GP shall reasonably deem necessary in order to complete the Subscription Agreement;
  - (i) He/it recognises that there is no established market for Partnership interests and that it is not expected that after the offering there will be such a market, that the transferability of such an interest is restricted, and that he may have difficulty in selling his investment or in obtaining reliable information about its value;

- (j) If an individual resident in the United Kingdom, they are certified as a High Net Worth Individual or Sophisticated Investor as defined in articles 21 and 23 of the Financial Services and Markets Act 2000 (Promotion of Collective Investment Schemes) (Exemptions) Order 2001 as amended; and
  - (k) is not a resident of the United States of America.
4. The Applicant hereby confirms that he has read and understood the terms of the Information Memorandum and taken appropriate professional advice before submitting this application and is aware of the risks attached to becoming a Limited Partner in the Partnership.
  5. The Applicant agrees that he shall execute and deliver to GP within 7 days after a request thereof by Acorn and/or GP for such further designations, powers of attorney and other instruments, as Acorn and/or GP shall deem reasonably necessary.

6. The Applicant irrevocably instructs and authorises Acorn as follows:

to deposit the Subscription Funds in the bank account Mauritian Capital Limited Partnership;

This Agreement and the rights of the Applicant shall be governed by and construed in accordance with English law and the Applicant hereby submits to the exclusive jurisdiction of the English Courts.

**IN WITNESS WHEREOF this agreement has been executed as a deed**

Name .....	Applicant (signature) .....
(The "Applicant")	
Date .....	Or <b>TWO</b> authorised signatories if applying on behalf of a Company/Partnership/ Trust
Tax District .....	.....(Print name)
Tax Ref .....	.....(Signature)
<b>This will be on correspondence from HMRC</b>	<i>Director/Partner/Trustee/Authorised Signatory</i>
NI No .....	.....(Print name)
Date of Birth .....	.....(Signature)
Address .....	Director/Partner/Trustee/Authorised Signatory
.....	
Post Code .....	<b>In the presence of this witness:</b>
Telephone.....	Witness (signature) .....
E-mail .....	Name (BLOCK CAPITALS) .....
Amount of Subscription	Address .....
Total £ .....	.....
(Minimum £10,000 and then in increments of £1,000)	Occupation .....

**Enclose a cheque payable to Mauritian Capital Fund Limited Partnership.** If you wish to pay by bank transfer please contact Lisa Pedersen at [lisa.pedersen@acornfundmanagement.co.uk](mailto:lisa.pedersen@acornfundmanagement.co.uk) or on +44 (0) 870 122 5444

## FORM 2

### PARTNERSHIP APPLICATION POWER OF ATTORNEY

#### Mauritian Capital Limited Partnership

This Power of Attorney should be completed in BLOCK CAPITALS, dated, signed by the Applicant, witnessed by ONE individual and sent to Lisa Pedersen at Acorn Fund Management, Bollin House Riverside Park Wilmslow, Cheshire, SK9 1DP along with the completed subscription agreement of even date herewith (the "Subscription Agreement").

FULL NAME

.....  
 (the "Applicant")

Address.....

.....

.....

.....

.....

In consideration for me having subscribed to enter a limited partnership to be known as the Mauritian Capital Limited Partnership and considering that it is convenient to appoint an attorney to sign certain papers in connection therewith, I do hereby irrevocably appoint Matthew Machin and Harry Dutson being two directors of Mauritian Capital General Partner Limited ("GP") (or any such other person(s) as any such directors may appoint as their substitutes) from time to time (the "Officers") jointly and each of them severally as my attorneys for me and on by behalf to do and perform any of the following acts or things:

- 1 (a) executes a partnership agreement in relation to a partnership of which GP will be General Partner and I will be a Limited Partner (the "Partnership") in accordance with the terms of the Subscription Agreement;
- (b) sign any document to be filed under English law or the law of any jurisdiction in which the Partnership shall engage in business and all other documents necessary to qualify or continue the Partnership as a limited partnership in the jurisdictions where the Partnership may be carrying on business; any document ancillary to those executed on behalf of the Partnership by its partners (the "Partners") including title, taxation and other documents, and a certificate or other instrument evidencing the dissolution or termination of the

Partnership when such shall be appropriate in each jurisdiction in which the Partnership shall carry on business; and

- (c) make any amendments, changes or modifications to the Partnership Agreement if such amendment is to cure an ambiguity or to correct or supplement any provisions contained therein or herein, provided the cure, correction or supplemental provision could not reasonably be expected to adversely affect the interest of any Limited Partner of the Partnership as determined by the Partnership's solicitors and subject to notification to the Partners of the amendment etc as soon as possible after the same is required to be made.

- 2 Any person dealing with the Partnership may conclusively presume and rely upon the fact that any instrument executed by such attorney is authorised, in order and binding without further enquiry and I hereby undertake to ratify anything which the Officers or any substitute appointed by them under this Power of Attorney shall do or purport to do by virtue of this Power of Attorney and to indemnify each of them against any reasonable and proper costs, claims or expenses lawfully arising by virtue of this Power of Attorney.
- 3 This Power of Attorney shall not preclude execution of any such instrument by the Applicant individually on any such matter.
- 4 This Power of Attorney shall be governed by English law.
- 5 All words and expressions in this Power of Attorney have the same meanings as in the information memorandum relating to the Mauritian Capital Limited Partnership issued by Acorn Fund Management Limited and dated 1 July 2009.

**IN WITNESS WHEREOF this agreement has been executed as a deed**

Applicant (signature) .....

**In the presence of this witness:**

Or **TWO** authorised signatories if applying on behalf of a  
Company/Partnership/ Trust

Witness (signature) .....

.....(Print name)

Name (CAPITALS) .....

.....(Signature)

Address .....

*Director/Partner/Trustee/Authorised Signatory*

.....(Print name)

Occupation .....

.....(Signature)

Date .....

*Director/Partner/Trustee/Authorised Signatory*

## FORM 3

### APPLICANT INTRODUCTION CERTIFICATE (Money Laundering)

Where an investor (individual or pension fund) is introduced by an IFA, this FORM 3 should be completed in full by the IFA.

To: .....Acorn Fund Management Limited

Name of Applicant .....(the "Applicant")

Date of Birth .....

Address of Applicant (inc postcode) .....

I/We confirm that I/we are duly authorised to advise on investments of this type for the purposes of the Financial Services and Markets Act 2000.

#### I/We Certify that

(please tick A or complete B as appropriate)

A We confirm that we have verified the identity of the Applicant and either certified copies of the underlying documentary evidence received or a certified note of the reference numbers and other details of evidence obtained are enclosed with this certificate and that we have sighted the original documents and that any requiring a signature were properly signed;

OR ALTERNATIVELY

A We have not verified the identity of the Applicant(s) because:

.....  
 .....

I/We confirm that the Applicant(s) is/are applying on his/her own behalf and not as nominee, trustee or in a fiduciary capacity for any other person

Full Name of Firm (BLOCKS) .....

FSA Regulatory Number .....

Signature ..... Date.....

Full Name and Job Title .....

Full Address .....

Telephone (Office)..... Fax .....

Only applications bearing the stamp of an authorised financial adviser will be accepted. Due completion of the agent's box indicates that the agent is duly authorised to advise on investments of this type under the Financial Services and Markets Act 2000 and confirms that the requirements of the Money Laundering Regulations 2007 have been complied with. Should you have any doubt as to the documentary evidence required in relation to an Applicant please contact Acorn immediately for further guidance. A commission as described below will be paid to the introducer for a successful application.

#### I/We would like to receive the commission as follows (please tick ONE box)

An initial 5% plus 0.25% p.a. for 5 years

An initial 3% plus 0.75% p.a. for 5 years

An initial 4% plus 0.50% p.a. for 5 years

An initial 2% plus 1% p.a. for 5 years



## TRUST APPLICATION FORM

### Notes on Trust Application Form

- 1 **Definitions** All words and expressions in this Trust Application Form shall have the same meanings as in the information memorandum relating to the Mauritian Capital Limited Partnership issued by Acorn Fund Management Limited ("**Acorn**") and dated 1 July 2009 (the "**Information Memorandum**").
- 2 **General** Applicants must be residents of the United Kingdom who are wholly exempt from capital gains tax or corporation tax on chargeable gains (other than by reason of residence).
- 3 **Procedure for Application** Persons who wish to participate in the Partnership through the Trust must complete the Trust Application Form. Completed applications together with all money laundering documentation must be sent to Acorn Fund Management Limited, Bollin House, Riverside Park, Wilmslow, Cheshire, SK9 1DP.
- 4 **Terms of Application** The subscription list will open on 1 July 2009 and may close at any time thereafter, but in any event not later than 30 April 2010 (the "**Closing Date**"). The Manager reserves the right to reject any application in whole or in part without giving any reason.
- 5 **Method of Payment** Payment may be by cheque, made payable to **Mauritian Capital Trust** for the amount payable on the application. If you wish to pay by bank transfer please contact Lisa Pedersen at [lisa.pedersen@acornfundmanagement.co.uk](mailto:lisa.pedersen@acornfundmanagement.co.uk) or on +44 (0) 870 122 5444.
- 6 **Minimum Investment** The minimum investment by a Trust investor is £10,000, which can be increased in increments of £1,000 (subject to capacity and availability).
- 7 **Minimum and Maximum Subscription** The Partnership and the Trust will be formed when the first subscription is received. The maximum subscription will be £10,000,000.
- 8 **Money Laundering** Investors in the Mauritian Capital Limited Partnership are covered by the Money Laundering Regulations 2007, FSA Rules and any relevant guidance notes. Acorn, as Fund Operator, is responsible for compliance with these regulations. As a consequence, Acorn will carry out a money laundering check based on the information provided in the Trust Application Form. This will normally be sufficient but you may be required to provide further proof of identity.
- 9 **Acceptance of Application** If Acorn and the General Partner in its sole discretion, accepts an application, they shall notify the Investor in writing of their decision. Once an application has been submitted, it may not be cancelled, rescinded or otherwise revoked.
- 10 **Closing Date** The closing date for Applications is 30 April 2010 unless closed prior to that date at the discretion of Acorn.
- 11 **Other** No applications will be accepted by fax.



## FORM 4

### Pension Fund Application for Units in the Trust

#### Mauritian Capital Trust ("the Trust")

This form should be completed in BLOCK CAPITALS, signed and sent to Lisa Pedersen, Acorn Fund Management Limited, Bollin House, Riverside Park, Wilmslow, Cheshire, SK9 1DP by not later than 5 pm on 30 April 2010.

**To:** Acorn Fund Management Limited (the "Trustee")

On behalf of: Full Title of Institution or Fund.....(the "Applicant")

Address .....

.....Postcode .....

PSO Reference Number.....

Has scheme received exempt approval under Chapter 1 or Chapter 4 Part XIV ICTA? Yes/No

Subscription Amount £.....(the Trust is divided into Units of £1,000, minimum £10,000).  
 Cheques should be made payable to **Mauritian Capital Trust**. If you wish to pay by bank transfer please contact Lisa Pedersen at lisa.pedersen@acornfundmanagement.co.uk or on +44 (0) 870 122 5444.

#### Mauritian Capital Trust

I/We, the undersigned, hereby apply for the number of Units stated above in the Trust and subject to the terms and conditions set out in the information memorandum dated 1 July 2009 relating to Mauritian Capital Limited Partnership (the "Information Memorandum") and subject to the terms and conditions of the deed constituting the Trust (the "Trust Deed"). I/We agree to accept all Units allotted to me/us, whether more or less than the number applied for, on the terms and subject to the provisions of the Trust Deed and to be bound thereby. I/We confirm that before submitting this application, I/we have taken appropriate professional advice, that I am/we are resident in the United Kingdom and that I am/we are an exempt person for capital gains tax and corporation tax purposes in accordance with TCGA section 100(2). I/We confirm that the manager of the Trust may contact HMRC in order to confirm my/our tax-exempt status. I/We undertake to notify the manager of the Trust in the event of any change in my/our tax status. I/We warrant that our cheque will be honoured on first presentation.

I/We agree to observe, perform and be bound by all of the terms and conditions contained in the Trust Deed.

<b>NAME AND ADDRESS OF TRUSTEES</b>	
Name .....	Name .....
Address .....	Address .....
.....	.....
Trustee Signature .....	Trustee Signature .....
Date .....	Date .....
<b>PENSIONER TRUSTEES (SSAS ONLY)</b>	<b>ADDRESS FOR CORRESPONDENCE if different</b>
Name .....	Name .....
Address .....	Address .....
.....	.....
Pensioner Trustee Signature .....	.....
Date .....	.....

This form must be signed by all the trustees, or the equivalent, of the Applicant, or by their respective attorneys or authorised signatories or, in the case of an Applicant which is a body corporate, by a duly authorised officer or attorney whose designation should be stated.

Only applications bearing the stamp of an authorised financial adviser will be accepted. Due completion of the agent's box indicates that the agent is duly authorised to advise on investments of this type under the Financial Services and Markets Act 2000 and confirms that the requirements of the Money Laundering Regulations 2007 have been complied with. A commission as described below will be paid to the regulated introducer for a successful application.

**I/We would like to receive the commission as follows (please tick ONE box)**

- |  |  |
|--|--|
| <input type="checkbox"/> An initial 5% plus 0.25% p.a. for 5 years | <input type="checkbox"/> An initial 3% plus 0.75% p.a. for 5 years |
| <input type="checkbox"/> An initial 4% plus 0.50% p.a. for 5 years | <input type="checkbox"/> An initial 2% plus 1% p.a. for 5 years    |

If an introducer wishes to elect to forego some or all of the initial and/or trail commission in favour of an increased allocation to the investor, they should contact Lisa Pedersen on +44 (0)870 122 5444, who will inform them of the uplift for the commission structure they have elected.

Additionally, in any case, you will receive a pro rata share of 10% of any final surplus paid to the General Partner.

Stamp of Authorised Investment Adviser

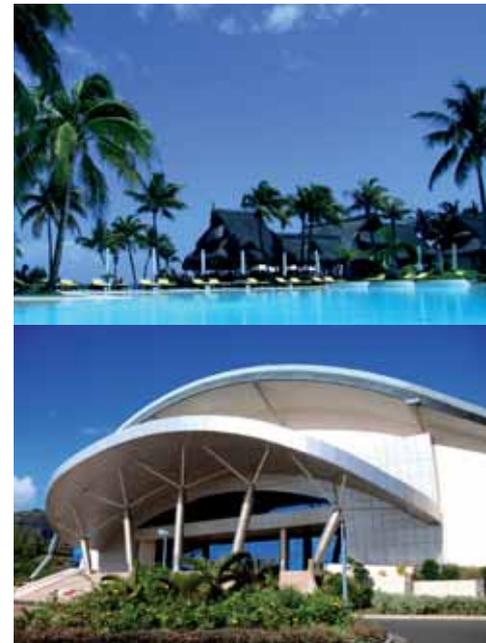
  
  
  

Authorised Ref No:



# MAURITIAN

CAPITAL FUND  
Limited Partnership



**acorn**fundmanagement

Bollin House/Riverside Park/Wilmslow/Cheshire/SK9 1DP  
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