



QUADRIGA

THE FUTURE OF INVESTING

EXPLANATORY MEMORANDUM

JANUARY 2004

SUPERFUND GARANT SPC

SUPERFUND GARANT V SEGREGATED PORTFOLIO C

SUPERFUND GARANT V SEGREGATED PORTFOLIO D

SUPERFUND GARANT V EURO TRUST

SUPERFUND GARANT V US\$ TRUST

The segregated portfolios (hereinafter the "Funds") described in this Explanatory Memorandum use alternative investment strategies and the risks inherent in the Funds are not typically encountered in traditional funds. Reference to Super in the name of the Company, the Funds and the Trusts (as defined herein) does not imply superior return or above average performance of the Funds or the Trusts. Investors are advised to consider their own financial circumstances and the suitability of the Funds and the Trusts as part of their investment portfolio. Investors should read this Explanatory Memorandum carefully and obtain professional advice before subscribing.

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IMPORTANT INFORMATION FOR INVESTORS

This document contains important information about the Funds and the Trusts. If you are in any doubt about the contents of this Explanatory Memorandum you should consult your financial adviser, broker, intermediary, bank manager, legal adviser or accountant.

This Explanatory Memorandum comprises information in relation to Superfund Garant V Segregated Portfolio C and Superfund Garant V Segregated Portfolio D (each a "Fund", or collectively, the "Funds"), each a segregated portfolio sub-fund of Superfund Garant SPC (the "Company"), and Superfund Garant V Euro Trust and Superfund Garant V US\$ Trust (each a "Trust", or collectively, the "Trusts"). The Company is an exempted limited liability company registered as a segregated portfolio company and incorporated in the Cayman Islands on 11 June 2003. The Trusts are deeds of trust made pursuant to the Trusts Law (2001 Revision) of the Cayman Islands.

In addition to the Funds, the Company has two additional segregated portfolios, namely, Superfund Garant IV Segregated Portfolio A ("Garant IV Fund A"), in respect of which Class A Participating Shares were offered and issued, and Superfund Garant IV Segregated Portfolio B ("Garant IV Fund B" and, together with Garant IV Fund A, the "Garant IV Funds" and each a "Garant IV Fund"), in respect of which Class B Participating Shares were offered and issued, pursuant to a separate explanatory memorandum dated August 2003, as amended from time to time.

Distribution of this Explanatory Memorandum is not authorised after publication of the first annual audited financial statements of each of the Funds and Trusts unless accompanied by a copy of the latest published annual audited financial statements of each of the Funds and Trusts and a copy of any subsequent interim report.

Investors should be aware that the value of the Shares (as defined herein) may go down as well as up. Investors' attention is drawn to the section headed "Risk Factors and Special Considerations".

This Explanatory Memorandum does not constitute an offer or solicitation by anyone in any jurisdiction in which any such offer or solicitation is not lawful or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make such an offer or solicitation. The material provided herein is for information purposes only and is neither a solicitation to invest in the Funds nor an offer to buy or sell the ABN AMRO Pass Through Notes (as defined herein) offered by ABN AMRO Bank N.V. (the "Capital Protection Provider"). The detailed terms and conditions of the sale of Shares and beneficial interests in the Trusts are subject to substantive qualifications and restrictions, which are set out in this Explanatory Memorandum.

No person is authorised to provide any information or to make any representations concerning the Company, the Funds or the Trusts other than as contained in this Explanatory Memorandum. Any purchase made by any person on the basis of statements or representations not contained in, or inconsistent with, the information or representations contained in this Explanatory Memorandum shall be solely at the risk of the investor.

Restrictions are imposed on the holding of Shares by, or the transfer of Shares to, any US Person (unless permitted under certain exceptions under the laws of the United States) or by any person who by virtue of his holding might, in the opinion of the Investment Manager, cause or be likely to cause the Investment Manager, the Company, the Funds, the Administrator, or the Shareholders, any regulatory, pecuniary, legal, taxation or material administrative disadvantage. No Shares may be held by persons or residents domiciled in the Cayman Islands.

This Explanatory Memorandum does not constitute, and shall not be construed as, an invitation to the public of the Cayman Islands to subscribe for Shares in the Funds.

Investors should inform themselves as to (i) the possible tax consequences, (ii) the legal requirements, and (iii) any foreign exchange restrictions or exchange control requirements which they may encounter under the law or regulation of their country of domicile or residence, and which may be relevant to the subscription, purchase, holding and disposal of Shares in the Funds and the holding of beneficial interests in the Trusts.

The directors of the Company and the Investment Manager have taken all reasonable care to ensure that the facts stated in this Explanatory Memorandum are true and accurate in all material respects as at the date of publication and there are no other material facts the omission of which would render misleading any statement herein whether of fact or opinion. The Trustee is not responsible for the contents of this Explanatory Memorandum. Information obtained from third parties is believed to be reliable, however cannot be guaranteed as to accuracy or completeness. There is a substantial risk of loss in trading futures and options. Past performance of the Funds or the Investment Manager is not necessarily indicative of future results.

The subscription monies of each investor will be paid to the Escrow Agent (as defined herein), to be held on escrow pursuant to a certain Escrow Agreement (as defined herein), and subsequently (i) used to acquire Shares in one or both of the Funds (as the case may be), of which the investor will be a shareholder, and (ii) settled upon trust for the investor in one or both of the Trusts (as defined here), as the case may be, and of which the investor will be a beneficiary, to acquire Zero Coupon Notes – USD and Zero Coupon Notes - EUR (as defined herein)

IMPORTANT INFORMATION FOR INVESTORS

from the Capital Protection Provider, which will provide (subject to their relevant terms and conditions) investors with a guaranteed repayment of 100 % of the Initial Investment – USD and/or Initial Investment - EUR (as defined herein) at the Maturity Date (as defined herein). Investors that are issued with Shares in Fund C and/or Fund D (both as defined herein) shall be automatically granted a beneficial interest in US\$ Trust and/or Euro Trust (both as defined herein), with such beneficial interest being proportional to their relative shareholding in Fund C and/or Fund D. Shares redeemed prior to the Maturity Date do not have the benefit of the Capital Protection (as defined herein). The Trustee is not responsible for the provision of Capital Protection to any investor. The Capital Protection Provider has consented to the inclusion of its name in this Explanatory Memorandum in the form and context in which it appears, however the Capital Protection Provider does not accept any responsibility whatsoever for, or approve, any statements herein. The Capital

Protection Provider makes no representation as to the performance of the Shares or the nature or operations of the Company, the Funds, the Trustee, or the Trusts (as all such terms are defined herein).

By executing the relevant Application Form, the subscriber acknowledges and agrees that (a) it shall have recourse only to the assets of the relevant Fund in respect of any claim, action, demand or right arising in respect of, or against the Trustee and it shall in no circumstances have any recourse to assets or property of the Trustee, unless such loss to me/us arises out of or an act or failure to act as a result of the willful misfeasance or bad faith of the Trustee. Any such claim, action, demand or right existing after the assets of the relevant Fund have been exhausted will be deemed to be discharged and extinguished, and (b) that neither the Trustee nor the Capital Protection Provider are responsible for the contents of this Explanatory Memorandum. January 2004



EXECUTIVE SUMMARY

The following summary is qualified in its entirety by reference to the more detailed information included elsewhere in this Explanatory Memorandum (“Explanatory Memorandum”), the Memorandum and Articles of Association (collectively the “Articles of Association”) of Superfund Garant SPC (the “Company”), and the deeds of trust constituting the Trusts. This summary does not purport to be complete and should be read in conjunction with such additional detailed information.

ADMINISTRATOR:

HSBC Financial Services (Cayman) Limited is the provider of principal office and administration and registrar services (in respect of the subscription, transfer and redemption of Shares) to the Funds. In addition, HSBC Financial Services (Cayman) Limited acts as Trustee of the Trusts.

AGGREGATE INVESTED AMOUNT - EUR:

means an amount in EUR equal to the total aggregate Invested Amount - EUR raised during the Offering Period (see “Offering” below).

AGGREGATE INVESTED AMOUNT - USD:

means an amount in USD equal to the total aggregate Invested Amount - USD raised during the Offering Period (see “Offering” below).

BASE CURRENCY:

The base currency of Fund C and the US\$ Trust shall be US Dollars and all references to “US Dollars” “Dollars”, “Dollar”, “USD” or “US\$” are to the legal currency of the United States of America, and the base currency of Fund D and the Euro Trust shall be Euros and all references to “Euros”, “Euro”, “EUR” or “€” are to the legal currency of the European Union.

BOARD OF DIRECTORS OR DIRECTORS:

Christian Baha and William Walmsley are currently the Directors of the Company.

BUSINESS DAY:

Any day on which banks in London, New York City and the Cayman Islands are open for business or such other day classified as a business day according to such criteria as the Board of Directors may adopt from time to time.

CAPITAL PROTECTION ALLOCATION - EUR:

means an amount in EUR equal to:

$$\frac{OPEUR}{1 - \left(\frac{1}{CF}\right)} - OPEUR$$

where “OPEUR” shall have the same meaning as Offering Price

- EUR, and “CF” is a capitalization factor provided and calculated by the Capital Protection Provider, based on EUR long term interest rates and the number of years from and including the Issue Date until but excluding the Maturity Date.

CAPITAL PROTECTION ALLOCATION -USD:

means an amount in USD equal to:

$$\frac{OPUSD}{1 - \left(\frac{1}{CF}\right)} - OPUSD$$

where “OPUSD” shall have the same meaning as Offering Price - USD, and “CF” is a capitalization factor provided and calculated by the Capital Protection Provider, based on USD long term interest rates and the number of years from and including the Issue Date until but excluding the Maturity Date.

CAPITAL PROTECTION AMOUNT - EUR:

means 100 % of the Initial Investment - EUR.

CAPITAL PROTECTION AMOUNT - USD:

means 100 % of the Initial Investment - USD.

CAPITAL PROTECTION:

Procedure

1. During the Offering Period, each investor will pay the amount of its Invested Amount - USD and/or Invested Amount - EUR directly to the Escrow Agent.

On or immediately before the Issue Date (as defined herein):

2. The Capital Protection Provider will calculate and determine the Capital Protection Allocation - EUR and the Capital Protection Allocation - USD, and notify such amounts to the Escrow Agent.
3. Based on the Capital Protection Allocation - EUR and the Capital Protection Allocation - USD, the Escrow Agent will forthwith determine and notify to the Capital Protection Provider the Total Number of Shares C and the Total Number of Shares D.
4. The Capital Protection Provider will forthwith calculate and determine the amount of Total Capital Protection Allocation - EUR and of the Total Capital Protection Allocation - USD, and notify such amounts to the Escrow Agent.
5. Upon receipt of notification of the Total Capital Protection Allocation - EUR and the Total Capital Protection Allocation - USD from the Capital Protection Provider, the

EXECUTIVE SUMMARY

Escrow Agent shall forthwith transfer these amounts to the Trustee who shall forthwith purchase from the Capital Protection Provider (who shall issue in good time, in accordance with the terms of the CPP Agreement, the Euro Trust and the US\$ Trust), the Zero Coupon Notes – EUR and the Zero Coupon Notes – USD, respectively.

6. Based on the amount of the Total Capital Protection Allocation – EUR and of the Total Capital Protection Allocation – USD received from the Capital Protection Provider, the Escrow Agent will determine the amount of the Fund C Allocation and of the Fund D Allocation in accordance with this Explanatory Memorandum and shall forthwith pay these amounts to the Administrator.
7. The Administrator shall, forthwith upon receipt of the Fund C Allocation and the Fund D Allocation, (i) issue the Total Number of Shares C and the Total Number of Shares D so that the amount of Share Capital C and of Share Capital D is equal respectively to Fund C Allocation and Fund D Allocation, and (ii) attribute to each investor a number of Shares C and/or Shares D (as the case may be) equal to the Number of Shares C and/or Number of Shares D (as the case may be) resulting from its Invested Amount – USD and/or Invested Amount – EUR (as the case may be).

Upon the issuance of Shares by Fund C and/or Fund D, the terms of the relevant deed of trust provide that each Shareholder shall be entitled to a beneficial interest in the US\$ Trust and/or the Euro Trust (as the case may be). Each Shareholder's proportional beneficial interest in the US\$ Trust and/or the Euro Trust will be determined by the Shareholder's then-current holding of Shares issued by Fund C and/or Fund D (as the case may be), as reflected in the Register of Members of Fund C and/or Fund D, a copy of which the Administrator shall be required to provide to the Trustee upon request.

Capital Protection – Maturity Date

1. On the Maturity Date, the Capital Protection Provider will pay to the Trustee in respect of each Share C and Share D which is outstanding on that day (and which has not been redeemed, cancelled, repurchased or repaid prior to the Maturity Date), as determined in accordance with the Register of Members of Fund C and Fund D, respectively, the Capital Protection Amount – USD and the Capital Protection Amount – EUR in accordance with the terms of the Zero Coupon Notes – USD, the Zero Coupon Notes – EUR, and the CPP Agreement.
2. The Trustee, in cooperation with the Administrator, shall in turn pay to each Shareholder of Fund C and Fund D (in their capacity as beneficiaries of the US\$ Trust and/or the

Euro Trust, as the case may be), respectively the Capital Protection Amount – USD and the Capital Protection Amount – EUR received in each case from the Capital Protection Provider against redemption by such Shareholder to the relevant Fund of each Share C and/or each Share D outstanding on the Maturity Date. In addition, each Shareholder shall be paid the Net Asset Value per Share C and/or Share D, as the case may be, being redeemed. Other than specified in this Explanatory Memorandum, the Trustee is not responsible for the provision of Capital Protection to any Shareholder of Fund C and/or Fund D.

3. Notwithstanding anything to the contrary contained herein or pursuant to the Zero Coupon Notes – USD or the Zero Coupon Notes – EUR, the maximum liability of the Capital Protection Provider shall not exceed: (i) the Capital Protection Amount – USD multiplied by the Total Number of Shares C, and (ii) the Capital Protection Amount – EUR multiplied by the Total Number of Shares D.

Capital Protection – Early Redemption

1. In the event of early redemption (hereinafter “Early Redemption”) prior to the Maturity Date as provided hereunder, the Capital Protection Provider will redeem early on the relevant Redemption Date a number of Zero Coupon Notes – USD and/or Zero Coupon Notes – EUR (as the case may be) equal to the number of Shares C and/or Shares D being early redeemed on that same Redemption Date, and pay to the Trustee an amount (subject to the terms of the Zero Coupon Notes – USD, the Zero Coupon Notes – EUR, and the CPP Agreement) equal to the present value of the Capital Protection Amount – USD and/or Capital Protection Amount – EUR. Such present value will be determined on the basis of (i) the period of time remaining from the relevant Redemption Date to the Maturity Date, and (ii) the Capital Protection Provider's interest rates in respect of US\$ and € for such remaining period of time.
2. The Trustee, in cooperation with the Administrator, shall in turn pay to each Shareholder of Fund C and Fund D (in their capacity as beneficiaries of the US\$ Trust and/or the Euro Trust, as the case may be), respectively such present value of the Capital Protection Amount – USD and/or Capital Protection Amount – EUR received from the Capital Protection Provider, against redemption by such Shareholder to the relevant Fund of each Share C and/or each Share D being redeemed early.
3. In the event of Early Redemption, Shareholders will receive, in respect of each Share C and/or each Share D being early redeemed, as the case may be (i) the greater

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of zero and the NAV per Share C and/or the NAV per Share D from the relevant Fund at the time of the Early Redemption, and (ii) the amounts defined in paragraph 1 above, less any applicable redemption fee or charge as specified in this Explanatory Memorandum, from the Trustee.

- Shareholders who do not hold their Shares C and/or Shares D until the Maturity Date will not be entitled to the Capital Protection described under the heading “Capital Protection – Maturity Date”.

The Zero Coupon Notes – USD and the Zero Coupon Notes – EUR will not form part of the assets of the Funds, but rather will form part of the assets of the Trusts, of which the Shareholders will be beneficiaries.

CAPITAL PROTECTION PROVIDER:

ABN AMRO Bank N.V.

CLASS C PARTICIPATING SHARES (OR SHARES C):

The participating, non-voting, redeemable shares designated as Class C Participating Shares of par value US\$ 10.00 each in the capital of the Company having the rights set out in the Articles of Association and representing interests in Fund C, and such term shall include any of such Class C Participating Shares.

CLASS D PARTICIPATING SHARES (OR SHARES D):

The participating, non-voting, redeemable shares designated as Class D Participating Shares of par value € 10.00 each in the capital of the Company having the rights set out in the Articles of Association and representing interests in Fund D, and such terms shall include any of such Class D Participating Shares.

COMPANY:

Superfund Garant SPC is an exempted limited liability company registered as a segregated portfolio company and incorporated in the Cayman Islands. Reference to Super in the name of the Company and the Funds does not imply the superior return or above average performance of the Funds. At the date of this Explanatory Memorandum, the Company has four segregated portfolios, namely Fund C and Fund D (each a “Fund”, or collectively, the “Funds”) and the Garant IV Funds. Each represents an interest in a separate segregated portfolio having a separate and distinct portfolio of investments. The assets and liabilities of the Company held within or on behalf of one Fund or segregated portfolio (including without limitation the Garant IV Funds) will be segregated from the assets and liabilities of the Company held within or on behalf of any other Fund or segregated portfolio (including without limitation the Garant IV Funds).

CPP AGREEMENTS:

The subscription agreements entered into between the Capital Protection Provider and the Trustee, as trustee in respect of the Trusts, pursuant to which the Trustee, as trustee in respect of the Trusts, subscribes for and purchases the Zero Coupon Notes in respect of the Trusts.

DIVIDENDS:

The Board of Directors does not intend to declare a dividend to Shareholders. However, the Company reserves the right, in its absolute discretion, to declare and pay dividends in cash only at any time, in accordance with the Articles of Association, which provide that dividends may only be declared and paid in cash.

ELIGIBLE INVESTORS:

It is the responsibility of each investor to ensure that the purchase of Participating Shares does not violate any applicable laws in the investor’s jurisdiction of residence. Participating Shares may not be purchased by US Persons without the consent of the Board of Directors.

ESCROW AGENT:

HSBC Financial Services (Cayman) Limited.

ESCROW AGREEMENT:

The escrow agreement entered into by and among the Escrow Agent, acting as Escrow Agent and as Trustee of the Trusts, the Directors of the Company, acting for and on behalf of the Funds, and the Capital Protection Provider, pursuant to which the Aggregate Invested Amount – USD and the Aggregate Invested Amount - EUR will be paid to and distributed by the Escrow Agent.

EURO TRUST:

Superfund Garant V Euro Trust, being the trust, of which the Administrator is trustee, formed pursuant to a deed of trust under the Trusts Law (2001 Revision) of the Cayman Islands, which is the holder and owner of the Zero Coupon Notes - EUR for the sole benefit of the holders of Class D Participating Shares.

EXPLANATORY MEMORANDUM:

This Explanatory Memorandum may not be amended or modified in any manner whatsoever without the express written consent of the Capital Protection Provider.

EXPENSES:

The Funds are responsible for their own organisational and annual operating expenses, including but not limited to management fees, administrative fees, brokerage commissions, auditing expenses, legal expenses, and corporate licensing fees. The Funds are also responsible for any fees payable to the Capital Protection Provider, the Investment Manager, the Trustee or any other service providers in respect of the Trusts or the Zero

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Coupon Notes – USD and/or Zero Coupon Notes – EUR, and all costs and expenses incurred in connection with the Trusts.

FEES:

Investment Manager

The Investment Manager will charge (attributable to and payable by the relevant Fund) the Funds the following management fees:

- (i) A rate of 6.0 % per annum of the Net Asset Value of the Class C Participating Shares, plus 1.0 % per annum of the Zero Coupon Note US\$ Value multiplied by the number of Zero Coupon Notes – USD outstanding, both attributable to and payable by Fund C, pro-rated and payable monthly in arrears; and
- (ii) A rate of 6.0 % per annum of the Net Asset Value of the Class D Participating Shares, plus 1.0 % per annum of the Zero Coupon Note Euro Value multiplied by the number of Zero Coupon Notes – EUR outstanding, both attributable to and payable by Fund D, pro-rated and payable monthly in arrears.

In addition, the Funds shall pay (attributable to the relevant Fund) the Investment Manager a performance fee, payable monthly, equal to (i) 35 % of the increase of the Net Asset Value of the Class C Participating Shares at the end of each month, plus (ii) 35 % of the increase of the Net Asset Value of the Class D Participating Shares at the end of each month. The increase for each class of Participating Shares shall be calculated as being the increase (if any) of the Net Asset Value per Share at the end of each month (before the payment of any performance fees) above the highest Net Asset Value per Share on any preceding Valuation Date on which a performance fee has been paid (“**Benchmark High Watermark**”) multiplied by the number of Shares in issue as at the immediately preceding Valuation Date.

All fees payable with respect to the Zero Coupon Note US\$ Value and the Zero Coupon Note Euro Value shall be charged to and payable by the relevant Fund, and shall not be charged to or payable by any of the Trusts.

The performance fee will be calculated after all other fees and expenses are paid. Investors should read the section headed “Fees and Expenses” for further details of the calculation of performance fees.

The Investment Manager may consent to the waiver or reduction of its fees with respect to certain investors and may pay (if applicable, on a monthly basis) a portion of the fees it receives to third parties, including Shareholders in the relevant Fund, for any reason, including in consideration for services rendered to Shareholders or in connection with the placement of Shares.

Administrator, Escrow Agent and Trustee

The Administrator shall charge each Fund fees for each man-hour worked and properly and reasonably incurred (i) for the provision of administration and registrar services to the Funds, (ii) for acting as trustee of the Trusts, and (iii) for acting as Escrow Agent, all based on its standard charge out rates at the time, payable on the last day of each calendar quarter, plus an initial set-up fee of US\$ 5,000 per Fund. All such fees shall be charged to and payable by the relevant Fund, and shall not be charged to or payable by either of the Trusts.

As at January 2004, the Administrator's standard, hourly charge-out rates are as follows:

- ▶ Assistant Account Manager: US\$ 105 per hour
- ▶ Account Manager/Senior Account Manager: US\$ 150 per hour
- ▶ Assistant Manager/Manager: US\$ 190 per hour
- ▶ Director: US\$ 280 per hour

The liability of the Trustee and each of its affiliates, directors, members and officers, any of its employees or agents, any controlling person of any of them (collectively, the “**Identified Persons**”) in respect of any loss, expense, judgment, settlement cost, fee and related expenses (including attorneys' fees and expenses), costs or damages suffered or sustained by reason of being or having been a person in the class of Identified Persons or arising out of or in connection with action or failure to act in relation to the US\$ Trust and/or the Euro Trust on the part of such Identified Person, unless such act or failure to act was the result of the actual fraud or wilful default of such Identified Person shall be limited to the extent of the assets of the relevant Trust.

The Trustee and each of its affiliates, directors, members and officers, any of its employees or agents, any controlling person of them (collectively the “**Indemnified Persons**”) shall be held harmless and indemnified in the first instance out of the assets of the relevant Fund and, in the event that such assets are insufficient, in the second instance by the Investment Manager and, in the event that such assets are insufficient, to the extent of assets of the relevant Trust or any part thereof from and against any loss, expense, judgment, settlement cost, fee and related expenses (including attorneys' fees and expenses), costs or damages suffered or sustained in connection with the actions taken on behalf of the relevant Trust and by reason of being or having been a person in the class of Indemnified Persons or arising out of or in connection with action or failure to so act on the part of such Indemnified Person, unless such act or failure to act was the result of the actual fraud or wilful default of such Indemnified Person.

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Capital Protection Provider

The Capital Protection Provider will charge each Fund an annual fee of zero point five per cent (0.5 %) per annum of (a) the Net Asset Value of each Fund, plus (b) (i) the Zero Coupon Note US\$ Value multiplied by the number of Zero Coupon Notes – USD outstanding, and as determined pursuant to the terms and conditions of the Zero Coupon Notes – USD, payable monthly in arrears, for the issuance of the Zero Coupon Notes – USD, and (ii) the Zero Coupon Note Euro Value multiplied by the number of Zero Coupon Notes – EUR outstanding, and as determined pursuant to the terms and conditions of the Zero Coupon Notes - EUR, payable monthly in arrears, for the issuance of the Zero Coupon Notes - EUR.

All fees payable to the Capital Protection Provider shall be charged to and payable by the relevant Fund, and shall not be charged to or payable by either of the Trusts.

Subscription Charge

The Funds and the Trusts will not charge a subscription fee in respect of any amounts invested in the Funds or the Trusts.

Notwithstanding the foregoing, the Investment Manager has agreed to pay an upfront placement fee equivalent to 4 % of all subscription monies raised by its sales partners, which shall not, however, be deducted from an investor's subscription monies. In order to finance the payment of such upfront placement fee, the Investment Manager and the Capital Protection Provider have entered into a distribution agreement (the “**Distribution Agreement**”), pursuant to which the Capital Protection Provider has agreed to finance the payment of the relevant upfront placement fee (which will be included in the pricing of the Zero Coupon Notes mentioned below) to the Investment Manager's sales partners, in consideration of the Capital Protection Provider having the opportunity to issue the Zero Coupon Notes – USD and the Zero Coupon Notes – EUR hereunder.

The amount of the upfront placement fee financed by the Capital Protection Provider is included in the price at which the Capital Protection Provider will issue the Zero Coupon Notes – USD and Zero Coupon Notes – EUR.

FINANCIAL YEAR:

The financial year of each Fund will end on December 31st of each year, and the Funds' first financial year shall end on December 31st, 2004.

FOUNDER SHARES:

The non-participating, voting, non-redeemable shares of par value US\$ 1.00 each in the capital of the Company, all of which have been issued at par value to Christian Baha, one of the Directors of the Company.

FUND C:

Superfund Garant V Segregated Portfolio C, being a segregated portfolio (herein referred to as a “**Fund**”) of the Company, which is segregated and kept separate from each other segregated portfolio (including without limitation the Garant IV Funds) or Fund of the Company, to which assets and liabilities and income and expenditure attributable or allocated such Fund shall be applied or charged, and in respect of which investors may subscribe for Class C Participating Shares. Except as otherwise indicated herein in respect of the US\$ Trust, the assets held in Fund C shall be applied solely in respect of the liabilities of Fund C, and may only be used to meet liabilities to creditors in respect of Fund C and are not available to meet liabilities to creditors in respect of Fund D or any other Fund or segregated portfolio (including without limitation the Garant IV Funds) of the Company or to the general creditors of the Company.

Investors subscribing for Shares in Fund C will be charged such fees as are described in the section headed “**Fees and Expenses**”. The leverage policy of Fund C will be subject to the limits and provisions of the risk management arrangements described herein.

The Zero Coupon Notes - USD subscribed for and purchased by the US\$ Trust do not form part of the assets of Fund C or Fund D.

FUND C ALLOCATION:

Means an amount denominated in USD equal to the Aggregate Invested Amount – USD less the Total Capital Protection Allocation – USD.

FUND D ALLOCATION:

Means an amount in EUR the Aggregate Invested Amount – EUR less the Total Capital Protection Allocation – EUR.

FUND D:

Superfund Garant V Segregated Portfolio D, being a segregated portfolio (herein referred to as a “**Fund**”) of the Company, which is segregated and kept separate from each other segregated portfolio (including without limitation the Garant IV Funds) or Fund of the Company, to which assets and liabilities and income and expenditure attributable or allocated such Fund shall be applied or charged, and in respect of which investors may subscribe for Class D Participating Shares. Except as otherwise indicated herein in respect of the Euro Trust, the assets held in Fund D shall be applied solely in respect of the liabilities of Fund D, and may only be used to meet liabilities to creditors in respect of Fund D and are not available to meet liabilities to creditors in respect of Fund C or any other Fund or segregated portfolio (including without limitation the Garant IV Funds) of the Company or to the general creditors of the Company.

EXECUTIVE SUMMARY

Investors subscribing for Shares in Fund D will be charged such fees as are described in the section headed “Fees and Expenses”. The leverage policy of Fund D will be subject to the limits and provisions of the risk management arrangements described herein.

The Zero Coupon Notes - EUR subscribed for and purchased by the Euro Trust do not form part of the assets of Fund D or Fund C.

FUTURES COMMISSION MERCHANTS (“FCMS”):

Fimat USA Inc., Cargill Investors Services Inc. and ADM Investment Services have been appointed by the Investment Manager, acting on behalf of the Funds, to invest the assets of the Funds in exchange traded futures contracts on all exchanges worldwide, and the Funds shall be entitled to appoint additional FCMS or substitute the foregoing FCMS in their sole discretion.

INITIAL INVESTMENT - EUR:

Means an amount in EUR equal to the Offering Price – EUR plus the Capital Protection Allocation – EUR.

INITIAL INVESTMENT - USD:

Means an amount in USD equal to the Offering Price – USD plus the Capital Protection Allocation – USD.

INVESTED AMOUNT - EUR:

Means an amount in EUR equal to or greater than EUR 15,000.

INVESTED AMOUNT - USD:

Means an amount in USD equal to or greater than USD 15,000.

INVESTMENT MANAGER:

Quadriga Trading Management Inc. (the “Investment Manager”), a company organised under the laws of Grenada acts as the Investment Manager of the Funds. The Investment Manager is responsible for supervising the selection of and monitoring the investment of each Fund’s assets, subject to the overall policies and control of the Board of Directors.

INVESTMENT OBJECTIVES AND POLICIES:

The investment objectives are (a) to generate consistent net capital appreciation through the implementation of trading signals using certain proprietary trading software developed by the Investment Manager from time to time, and (b) to provide for payment of the Capital Protection Amount – USD and/or the Capital Protection Amount – EUR on the Maturity Date to those Shareholders that do not effect an Early Redemption of their Shares, pursuant to the Capital Protection (see “Capital Protection – Maturity Date” above).

In addition, the Shareholders may benefit from any increase in Net Asset Value of the Shares of the relevant Fund as a result of the investment of the relevant Fund’s assets by the Investment Manager.

Profit Lock Feature – Subscription of Additional Zero Coupon Notes by Funds

Subject to the trading performance of the Funds, and thus the level of available trading capital, the Investment Manager may from time to time, in its sole discretion, elect to use or allocate some or all of the net new trading profits of the Funds to purchase additional zero coupon notes (“Additional Zero Coupon Notes”) directly from the Capital Protection Provider (“Profit Lock Feature”), upon such terms and conditions as may be agreed with the Capital Protection Provider.

The Funds currently intend to purchase Additional Zero Coupon Notes (upon such terms and conditions as may be agreed with the Capital Protection Provider) under the abovementioned Profit Lock Feature, or place a portion of net new trading profits of the Funds on long-term deposit, in the event that a Fund’s net new trading profits increases by approximately 18 % of the relevant Net Asset Value for such Fund over a given time period (generally one year), as determined by the Investment Manager in its sole discretion. There is no certainty, however, that the net new trading profits of the Funds will increase by 18 % or at all over any specified period of time. It is the current intention of the Funds that, in those circumstances, the Funds will purchase Additional Zero Coupon Notes (upon such terms and conditions as may be agreed with the Capital Protection Provider) with a value on maturity equal to approximately 50 % of such net new trading profits (after covering any prior years’ losses). Only net new trading profits will be utilised in the abovementioned Profit Lock Feature. Notwithstanding the foregoing, the Funds shall be entitled, in their sole discretion, to vary the terms of the Profit Lock Feature or to elect not to utilise the Profit Lock Feature at all.

Although it is the current intention of the Capital Protection Provider to agree to issue Additional Zero Coupon Notes (upon such terms and conditions as may be agreed with the Funds), the Capital Protection Provider retains the right in its sole discretion to refuse to issue any Additional Zero Coupon Notes or to provide capital protection in excess of the Capital Protection Amount.

The investment objective of the Funds is long-term capital appreciation through the use of technical analysis and capital protection. See the section headed “Investment Objectives and Policies” for further information.

The Investment Manager will use leverage when it believes that the use of leverage may enable the Funds to achieve a higher rate of return without taking undue risk.

EXECUTIVE SUMMARY

ISSUE DATE:

The first Business Day following the close of the Offering Period, or such other day as determined by the Directors in their sole discretion.

LISTING:

No application has been made to list the Shares on any Stock Exchange.

MATURITY DATE:

1 March 2013 (or the next following Business Day if that day is not a Business Day), being the date of maturity of the Zero Coupon Notes – USD and the Zero Coupon Notes - EUR, and the date on which the Funds will redeem all issued and outstanding Shares (that is, all Shares that have not been redeemed prior thereto on any Redemption Date) and commence voluntary winding up and dissolution of the Company.

NET ASSET VALUE (“NAV”):

The term “Net Asset Value” means the amount determined pursuant to this Explanatory Memorandum as being the net asset value of each Fund, and does not include the Zero Coupon Notes- USD (in the case of Fund C) or the Zero Coupon Notes - EUR (in the case of Fund D), which do not form part of the assets of the Funds.

NET ASSET VALUE PER SHARE C:

Means the Net Asset Value of Fund C divided by the number of Shares C issued and outstanding.

Net Asset Value per Share D:

Means the Net Asset Value of Fund D divided by the number of Shares D issued and outstanding.

NUMBER OF SHARES C:

Means a number of Shares C in respect of an Initial Investment – USD equal to Invested Amount – USD divided by Initial Investment USD (rounded downwards).

NUMBER OF SHARES D:

Means a number of Shares D in respect of an Initial Investment – EUR equal to Invested Amount – EUR divided by Initial Investment EUR (rounded downwards).

OFFERING PERIOD:

The period beginning on 19 January 2004 and terminating on 29 February 2004, or such other dates as determined by the Directors in their sole discretion.

OFFERING PRICE - EUR:

EUR 10 per Share D.

OFFERING PRICE - USD:

US\$ 10 per Share C.

OFFERINGS:

Class C Participating Shares, representing interests in Fund C, and Class D Participating Shares, representing interests in Fund D, will be offered during the Offering Period at the relevant Offering Price. A subscription for Participating Shares will also automatically entitle the Shareholder to a beneficial interest in the relevant Trust upon such subscriber becoming a registered member of the corresponding Fund. All subscription monies will be paid to the Escrow Agent and subsequently paid by the Escrow Agent to each of the Trustee and the Administrator, in accordance with the procedure specified under “Capital Protection” above.

Within 15 days of the close of the Offering Period, the Administrator will register the name of each subscriber (“Subscriber”) on the books of the Company and the relevant Fund and issue Shares to the Subscriber calculated up to two decimal places based upon the Offering Price of the relevant Fund. After the Offering Period, no additional Shares will be offered, without the express written consent of the Capital Protection Provider, upon which the terms of such additional offering of Shares (if any) shall be determined by the Funds and the Capital Protection Provider. Shares may be purchased by completing the relevant Application Form (in the form attached to this Explanatory Memorandum) and delivering it in accordance with the instructions therein, along with payment of the Invested Amount – USD and/or Invested Amount – EUR to the Escrow Agent, by the close of business at least five Business Days before the close of the Offering Period. Class C Participating Shares are denominated in US Dollars and Class D Participating Shares are denominated in Euros.

In respect of Fund C, it is anticipated that Aggregate Invested Amounts – USD totalling over US\$ 20,000,000 will be received during the Offering Period. If, however, Aggregate Invested Amounts – USD received are less than US\$ 10,000,000 the Escrow Agent will return such Invested Amounts – USD to investors, without interest. In respect of Fund D, it is anticipated that Aggregate Invested Amounts – EUR totalling over EUR 20,000,000 will be received during the Offering Period. If, however, Aggregate Invested Amounts - EUR received are less than EUR 10,000,000, the Escrow Agent will return such Invested Amounts - EUR to investors, without interest.

Subscription funds received by the Escrow Agent prior to the closure of the Offering Period shall be placed in an interest-bearing call account with the Escrow Agent, pursuant to the terms of the Escrow Agreement, for the period from the date of receipt of such subscription funds to the date of closure of the Offering Period, and all such interest earned shall be deemed an asset of the relevant Fund in which the Shareholder is proposing to sub-

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scribe (and shall not be credited to the individual account of each Shareholder).

The Class C Participating Shares will also be used as the shares underlying up to US\$ 100,000,000 notes maturing on the Maturity Date and issued by the Capital Protection Provider (the “US\$ Notes”). The Class D Participating Shares will also be used as the shares underlying up to € 100,000,000 notes maturing on the Maturity Date and issued by the Capital Protection Provider (the “Euro Notes”). The US\$ Notes and the Euro Notes will be referred to herein together as the “ABN AMRO Pass Through Notes”, and will be linked to a fixed number of Class C Participating Shares or Class D Participating Shares, as the case may be. Investors interested in purchasing ABN AMRO Pass Through Notes should refer to the relevant Offering Supplement, Product Conditions and General Conditions issued by the Capital Protection Provider corresponding to the issue thereof. The ABN AMRO Pass Through Notes are not offered pursuant to this Explanatory Memorandum.

REDEMPTIONS:

Shareholders may generally, in accordance with and subject to the applicable provisions of the Articles of Association and the prior notice requirements and other restrictions specified herein, request the redemption of their Shares for amounts of not less than US\$ 5,000 in the case of Fund C and € 5,000 in the case of Fund D prior to the Maturity Date and hence effect an Early Redemption as of the last Business Day of each calendar month or at such other times, and upon such terms of payment, as may be approved by the Board of Directors, in its sole discretion (“Redemption Date”) at an amount equal to the Early Redemption Price (defined below) determined as of the applicable Redemption Date. To effect an Early Redemption, a formal request for redemption of Shares, in the form attached as Exhibit C to this Explanatory Memorandum, must be received by the Administrator not less than fifteen (15) Business Days prior to the relevant Redemption Date. There will be an early redemption fee (“Early Redemption Fee”), which shall be payable to the Investment Manager (not the relevant Fund), on all Early Redemptions made prior to the expiration of six (6) years after the close of the Offering Period, and such Early Redemption Fee shall be attributable to and payable by the relevant Fund out of the redeeming Shareholder’s redemption proceeds and shall not be charged to or payable by the corresponding Trust. Subject to certain conditions set forth herein and in the Articles of Association, the Funds will endeavour to pay redemption proceeds within thirty (30) days of the effective Redemption Date. No interest will be paid between the Redemption Date and the date of actual payment.

Redemptions of Shares in Fund C and/or Fund D shall automatically and proportionally reduce such redeeming Shareholder’s beneficial interest in the US\$ Trust and/or Euro Trust, as the case may be.

In no event may a Shareholder make a partial redemption that would result in such Shareholder holding an aggregate Net Asset Value of Shares and a beneficial interest in the relevant Trust of less than US\$ 15,000 (in the case of Fund C and the US\$ Trust) or € 15,000 (in the case of Fund D and the Euro Trust), unless all the Shares held by such Shareholder are redeemed or such partial redemption is otherwise approved by the Directors in their sole discretion.

The Board of Directors has authority to defer redemption requests in the event that the Investment Manager believes that such redemptions would adversely impact on the remaining Shareholders, subject to the conditions described herein.

The Funds may, in certain circumstances, compulsorily redeem all or any of the Shares issued in respect thereof.

In the event of an Early Redemption by a Shareholder or a compulsory redemption by the Funds in any of the circumstances permitted hereunder or pursuant to the Articles of Association of the Company, the relevant Shareholder (in its capacity as beneficiary of the relevant Trust) shall not be entitled to receive the Capital Protection Amount from the US\$ Trust or the Euro Trust (as the case may be), and the deeds of trust in respect of the US\$ Trust and the Euro Trust will contain provisions regarding the mandatory sale by the Trustee in respect of the US\$ Trust and the Euro Trust (as holders of the Zero Coupon Notes – USD and/or the Zero Coupon Notes – EUR, as the case may be) of such necessary number of Zero Coupon Notes – USD and/or Zero Coupon Notes – EUR back to the Capital Protection Provider in the event of an Early Redemption by a Shareholder in order to pay to that Shareholder (as a beneficiary of the relevant Trust) an amount equal to the then present value of the Capital Protection Amount – USD and/or Capital Protection Amount – EUR, as the case may be, in respect of each Share redeemed.

In the event of Early Redemption as provided hereunder, the Capital Protection Provider will redeem early on the relevant Redemption Date a number of Zero Coupon Notes – USD and/or Zero Coupon Notes – EUR equal to the number of Shares C and/or Shares D being early redeemed on that same Redemption Date, and pay to the Trustee an amount (subject to the terms of the Zero Coupon Notes – USD, the Zero Coupon Notes – EUR, and the CPP Agreements) equal to the present value of the Capital Protection Amount – USD and/or Capital Protection Amount – EUR. Such present value will be determined on the basis of (i) the period of time remaining from the relevant Redemption Date to the Maturity Date, and (ii) the Capital Protection Provider’s interest rates in respect of US\$ and € for such remaining period of time. The Trustee, in cooperation with the Administrator, shall in turn pay to each Shareholder of Fund C and Fund D (in their capacity as beneficiaries of the US\$ Trust and/or the Euro Trust, as the case may be), respectively

EXECUTIVE SUMMARY

such present value of the Capital Protection Amount – USD and/or Capital Protection Amount – EUR received from the Capital Protection Provider, against redemption by such Shareholder to the relevant Fund of each Share C and/or each Share D being redeemed early.

In addition, in the event of Early Redemption, Shareholders will receive, in respect of each Share C and/or each Share D being early redeemed, as the case may be, the greater of zero and the NAV per Share C and/or the NAV per Share D from the relevant Fund at the time of the Early Redemption, less any applicable redemption fee or charge as specified in this Explanatory Memorandum.

REPORTS:

Audited financial reports of the Funds and the Trusts will be sent to Shareholders within 120 days following the end of each financial year (or as soon as possible thereafter) and will also be made available at www.superfund.com. Unaudited quarterly reports (setting forth the portfolio performance of the Funds and the Trusts during the previous quarter) will be sent by the Administrator (in its capacity as Administrator and trustee of the Trusts) via post to the Shareholders within 30 days following the end of each calendar quarter. In addition, the monthly Net Asset Value of each Fund and the monthly value of each Trust may be obtained from the Company's website located at www.superfund.com and from www.bloomberg.com. The monthly Net Asset Value of each Fund will be produced by the Administrator, and the monthly value of each Trust will be produced by the Trustee, within the first ten (10) Business Days of the following calendar month. The cost of auditing the Trusts and providing any audited financial reports, unaudited quarterly reports and monthly values of the Trust shall be borne solely by the corresponding Fund.

RISK FACTORS:

The investment approach of the Funds involves certain risks. Except in respect of the Capital Protection for those Shareholders that keep their investment in the Funds up to the Maturity Date, there is no assurance that the Funds' Investment Objectives will be met.

SEGREGATED PORTFOLIO:

Any segregated portfolio of the Company, including without limitation Fund C, Fund D and the Garant IV Funds.

SHARE CAPITAL:

The authorised share capital of the Company is US\$ 80,000,100 divided into 100 Founder Shares of par value US\$ 1.00 each and 4,000,000 Class A Participating Shares of par value US\$ 10.00 each, issued in respect of Garant IV Fund A, and 4,000,000 Class C Participating Shares of par value US\$ 10.00 each, issued in respect of Fund C, and € 20,000,000 divided into 1,000,000 Class B Participating Shares of par value €

10.00 each, issued in respect of Garant IV Fund B, and 1,000,000 Class D Participating Shares of par value US\$ 10.00 each, issued in respect of Fund D.

SHARE CAPITAL C:

Means the issued Share Capital for Fund C, being the Total Number of Shares C multiplied by US\$ 10.00 per Share C.

SHARE CAPITAL D:

Means the issued Share Capital for Fund D, being the Total Number of Shares D multiplied by EUR 10.00 per Share D.

SHAREHOLDERS:

The holders of Participating Shares.

SHARES C OR PARTICIPATING SHARES C:

The Class C Participating Shares and "Share C" shall mean any of them.

SHARES D OR PARTICIPATING SHARES D:

The Class D Participating Shares and "Share D" shall mean any of them.

TOTAL CAPITAL PROTECTION ALLOCATION – EUR:

Means an amount in EUR equal to Capital Protection Allocation – EUR multiplied by Total Number of Shares D.

TOTAL CAPITAL PROTECTION ALLOCATION – USD:

Means an amount in USD equal to Capital Protection Allocation – USD multiplied by Total Number of Shares C.

TOTAL NUMBER OF SHARES C:

Means the total number of Shares C in respect of the Aggregate Invested Amount – USD equal to Aggregate Invested Amount – USD divided by the Initial Investment – USD.

TOTAL NUMBER OF SHARES D:

Means the total number of Shares D in respect of the Aggregate Invested Amount – EUR equal to the Aggregate Invested Amount – EUR divided by the Initial Investment – EUR.

TRANSFER OF SHARES:

The Shares may be transferred in accordance with the requirements of the Articles of Association of the Company, and any transfer of Shares in Fund C and/or Fund D shall automatically effect a transfer of a proportional beneficial interest in the US\$ Trust and/or the Euro Trust, as the case may be.

TRUSTEE:

HSBC Financial Services (Cayman) Limited.

EXECUTIVE SUMMARY

TRUSTS:

The US\$ Trust and the Euro Trust. The Trusts are not separate legal entities. References to the Trusts in this Explanatory Memorandum shall be read as a reference to the Trustee or its delegates acting in respect of the Trusts.

US\$ TRUST:

Superfund Garant V US\$ Trust, being the trust, of which the Administrator is trustee, formed pursuant to a deed of trust under the Trusts Law (2001 Revision) of the Cayman Islands, which is the holder and owner of the Zero Coupon Notes – USD issued in US\$ for the sole benefit of the holders of Class C Participating Shares.

VALUATION DATE:

The last Business Day of each month or such other day as the Directors may from time to time determine.

ZERO COUPON NOTES – EUR (OR ZCN – EUR):

Means the Zero Coupon Notes denominated in EUR, issued by the Capital Protection Provider on or just before the Issue Date, for an issue price per ZCN – EUR equal to the amount of the Capital Protection Allocation – EUR; each ZCN – EUR will be redeemed on the Maturity Date at a price in EUR equal to the Capital Protection Amount- EUR (subject to the conditions of the ZCN Notes – EUR); the aggregate issue price of the ZCN – EUR will be equal to the Total Capital Protection Allocation – EUR; the aggregate principal amount due under all the ZCN – EUR on the Maturity Date (subject to Early Redemption in accordance with the conditions of the ZCN – EUR) will be (subject to the conditions of the ZCN Notes – EUR) equal to the Capital Protection Amount – EUR multiplied by the Total Number of Shares D; the total number of ZCN – EUR will be equal to the Total Number of Shares D; the nominal amount per ZCN – EUR will be equal to the Capital Protection Amount – EUR.

ZERO COUPON NOTES – USD (OR ZCN-USD):

Means the Zero Coupon Notes denominated in USD, issued by the Capital Protection Provider on or just before the Issue Date, for an issue price per ZCN – USD equal to the amount of the Capital Protection Allocation – USD; each ZCN – USD will be redeemed on the Maturity Date at a price in USD equal to the Capital Protection Amount- USD (subject to the conditions of the ZCN Notes – USD); the aggregate issue price of the ZCN – USD will be equal to the Total Capital Protection Allocation – USD; the aggregate principal amount due under all the ZCN – USD on the Maturity Date (subject to Early Redemption in accordance with the conditions of the ZCN – USD) will be (subject to the conditions of the ZCN Notes – USD) equal to the Capital Protection Amount – USD multiplied by the Total Number of Shares C; the total number of ZCN – USD will be equal to the Total Number of Shares C; the nominal amount per ZCN – USD

will be equal to the Capital Protection Amount – USD.

ZERO COUPON NOTE AGGREGATE VALUE:

Means the aggregate of the Zero Coupon Note Euro Value and the Zero Coupon Note US\$ Value.

ZERO COUPON NOTE EURO VALUE:

The term “Zero Coupon Note Euro Value” means the present value of the Capital Protection Amount – EUR, which is the present value of one Zero Coupon Note – EUR. Such present value will be determined by the Capital Protection Provider on the basis of (i) the period of time remaining from the relevant Redemption Date to the Maturity Date, and (ii) the Capital Protection Provider’s interest rates in respect of € for such remaining period of time.

ZERO COUPON NOTE US\$ VALUE:

The term “Zero Coupon Note US\$ Value” means the present value of the Capital Protection Amount – USD, which is the present value of one Zero Coupon Note – USD. Such present value will be determined by the Capital Protection Provider on the basis of (i) the period of time remaining from the relevant Redemption Date to the Maturity Date, and (ii) the Capital Protection Provider’s interest rates in respect of USD for such remaining period of time.

DIRECTORY

FUND C

FUND D

REGISTERED AND PRINCIPAL OFFICE:

C/o HSBC Financial Services (Cayman) Limited
Strathvale House
P.O. Box 1109GT
North Church Street
Grand Cayman
Cayman Islands

AUDITORS TO FUNDS AND TRUSTS:

KPMG
Century Yard
P.O. Box 493GT
Grand Cayman
Cayman Islands

INVESTMENT MANAGER:

Quadriga Trading Management Inc.
St. Johns Street
St. George's
Grenada
W.I.

ADMINISTRATOR, TRUSTEE AND ESCROW AGENT:

HSBC Financial Services (Cayman) Limited
Strathvale House
P.O. Box 1109GT
North Church Street
Grand Cayman
Cayman Islands

DIRECTORS:

Christian Baha
William E. J. Walmsley

CAPITAL PROTECTION PROVIDER:

ABN AMRO Bank N.V. (acting through its London branch)
250 Bishopsgate
London EC2M 4AA
United Kingdom

FUTURES COMMISSION MERCHANTS:

Cargill Investor Services, Inc.
233 South Wacker Drive, Suite 2300,
Chicago, Illinois 60606.

ADM Investor Services, Inc.
141 W. Jackson Blvd., Suite 1600A, Chicago,
IL 60604

Fimat USA, Inc.
630 Fifth Avenue, Suite 500
New York, New York 10111

CAYMAN ISLANDS LEGAL COUNSEL:

Quin & Hampson
Harbour Chambers
Third Floor, Harbour Centre
P.O. Box 1348GT
Grand Cayman
Cayman Islands



INTRODUCTION

Superfund Garant SPC (the “Company”) was incorporated under the laws of the Cayman Islands on 11 June 2003 as an exempted limited liability open-ended investment company.

The Company is organised and registered in the form of a segregated portfolio company. The Companies Law (2003 Revision) of the Cayman Islands and the Articles of Association provide that the Company may offer Shares from separate Segregated Portfolios each representing interests in a particular Segregated Portfolio. Each Fund will have a separate and distinct portfolio of investments and more than one class and series of Shares may be issued in respect of any Fund. The assets and liabilities of the Company held within or on behalf of the relevant Fund or other Segregated Portfolios will be segregated from the assets and liabilities of the Company held within or on behalf of any other Fund or Segregated Portfolio. Separate books and records will be maintained for each Fund and other Segregated Portfolio.

The Company may from time to time create additional Segregated Portfolios as the Directors determine, in their sole discretion. Details of any Segregated Portfolios created in the future will be as set out in the applicable explanatory memorandum for such other Segregated Portfolios. Since the Company constitutes a single legal entity, the Funds and other Segregated Portfolios within the Company do not constitute legal entities separate from the Company. Except as otherwise indicated herein, the assets held in each Fund and other Segregated Portfolio shall be applied solely in respect of the liabilities of each such Fund and other Segregated Portfolio, and may only be used to meet liabilities to creditors in respect of the respective Fund or other Segregated Portfolio and are not available to meet liabilities to creditors in respect of any other Fund or Segregated Portfolio of the Company or to the general creditors of the Company. The Net Asset Value of a Fund does not affect the Net Asset Value of any other Fund or Segregated Portfolio.

The Company may operate or have its assets held on its behalf or be subject to claims in other jurisdictions that may not necessarily recognize such segregation.

Quadriga Trading Management Inc. serves as the Investment Manager to the Funds. The Investment Manager is responsible for the Funds’ investment operations subject to the general control of the Board of Directors.

The authorised share capital of the Company is US\$ 80,000,100 divided into 100 Founder Shares of par value US\$ 1.00 each, 4,000,000 Class A Participating Shares of par value US\$ 10.00 each, issued in respect of Garant IV Fund A, and 4,000,000 Class C Participating Shares of par value US\$ 10.00 each, issued in respect of Fund C, and € 20,000,000 divided into 1,000,000 Class B Participating Shares of par value € 10.00 each, issued in respect of Garant IV Fund B, and 1,000,000 Class D Participating Shares of par value € 10.00 each, issued in respect of Fund D.

The relevant Application Form for the purchase of Shares in the Funds is included with this Explanatory Memorandum as Exhibit A.

The subscription for Shares of the Fund C and/or Fund D automatically entitles each Shareholder to a beneficial interest in the US\$ Trust and/or the Euro Trust (as the case may be). Each Shareholder’s proportional beneficial interest in the US\$ Trust and/or the Euro Trust will be determined on the basis of the Shareholder’s then-current holding of Shares issued by Fund C and/or Fund D (as the case may be), as reflected in the Register of Members of Fund C and/or Fund D, a copy of which the Administrator shall be required to provide to the Trustee upon request.

Participating Shares may be redeemed on the last Business Day of each calendar month (each a “Redemption Date”) subject to the provision by investors of no less than 15 Business Days prior written notice to the Administrator. The Directors shall endeavour to make redemption payments within thirty (30) days of the effective Redemption Date, subject to certain conditions set out in this Explanatory Memorandum and in the Articles of Association. An Early Redemption Fee will be payable to the Investment Manager (not the relevant Fund) on all redemptions made prior to the expiration of six (6) years after the close of the Offering Period, and such Early Redemption Fee shall be attributable to and payable by the relevant Fund out of the redeeming Shareholder’s redemption proceeds and shall not be charged to or payable by the corresponding Trust.

The Shares will also be used as the shares underlying the ABN AMRO Pass Through Notes (as defined under “Offerings” above) and will be linked to a fixed number of Class C Participating Shares or Class D Participating Shares, as the case may be, however such ABN AMRO Pass Through Notes are not being offered pursuant to this Explanatory Memorandum.



CAPITAL PROTECTION AND INVESTMENT

OBJECTIVES AND POLICIES

CAPITAL PROTECTION – PROCEDURE:

During the Offering Period, each investor will pay the amount of its Invested Amount – USD and/or Invested Amount – EUR directly to the Escrow Agent.

On or immediately before the Issue Date (as defined herein):

1. The Capital Protection Provider will calculate and determine the Capital Protection Allocation – EUR and the Capital Protection Allocation – USD, and notify such amounts to the Escrow Agent.
2. Based on the Capital Protection Allocation – EUR and the Capital Protection Allocation – USD, the Escrow Agent will forthwith determine and notify to the Capital Protection Provider the Total Number of Shares C and the Total Number of Shares D.
3. The Capital Protection Provider will forthwith calculate and determine the amount of Total Capital Protection Allocation – EUR and of the Total Capital Protection Allocation – USD, and notify such amounts to the Escrow Agent.
4. Upon receipt of notification of the Total Capital Protection Allocation – EUR and the Total Capital Protection Allocation – USD from the Capital Protection Provider, the Escrow Agent shall forthwith transfer these amounts to the Trustee who shall forthwith purchase from the Capital Protection Provider (who shall issue in good time, in accordance with the terms of the CPP Agreement, the Euro Trust and the US\$ Trust), the Zero Coupon Notes – EUR and the Zero Coupon Notes – USD, respectively.
5. Based on the amount of the Total Capital Protection Allocation – EUR and of the Total Capital Protection Allocation – USD received from the Capital Protection Provider, the Escrow Agent will determine the amount of the Fund C Allocation and of the Fund D Allocation in accordance with this Explanatory Memorandum and shall forthwith pay these amounts to the Administrator; and
6. The Administrator shall, forthwith upon receipt of the Fund C Allocation and the Fund D Allocation, (i) issue the Total Number of Shares C and the Total Number of Shares D so that the amount of Share Capital C and of Share Capital D is equal respectively to Fund C Allocation and Fund D Allocation, and (ii) attribute to each investor a number of Shares C and/or Shares D (as the case may be) equal to the Number of Shares C and/or Number of Shares D (as the case may be) resulting from its Invested Amount – USD and/or Invested Amount – EUR (as the case may be).

Upon the issuance of Shares by Fund C and/or Fund D, the terms of the relevant deeds of trust provide that each Shareholder shall be entitled to a beneficial interest in the US\$ Trust and/or the Euro Trust (as the case may be). Each Shareholder's proportional beneficial interest in the US\$ Trust and/or the Euro Trust will be determined by the Shareholder's then-current holding of Shares issued by Fund C and/or Fund D (as the case may be), as reflected in the Register of Members of Fund C and/or Fund D, a copy of which the Administrator shall be required to provide to the Trustee upon request.

CAPITAL PROTECTION – MATURITY DATE:

On the Maturity Date, the Capital Protection Provider will pay to the Trustee in respect of each Share C and Share D which is outstanding on that day (and which has not been redeemed, cancelled, repurchased or repaid prior to the Maturity Date), as determined in accordance with the Register of Members of Fund C and Fund D, respectively, the Capital Protection Amount – USD and the Capital Protection Amount – EUR in accordance with the terms of the Zero Coupon Notes – USD, the Zero Coupon Notes – EUR, and the CPP Agreement.

The Trustee, in cooperation with the Administrator, shall in turn pay the Capital Protection Amount – USD and the Capital Protection Amount – EUR in each case received from the Capital Protection Provider to each Shareholder of Fund C and Fund D (in their capacity as beneficiaries of the US\$ Trust and/or the Euro Trust, as the case may be), against redemption by such Shareholder to the relevant Fund of the Shares C and/or Shares D outstanding on the Maturity Date. In addition, each Shareholder shall be paid the Net Asset Value per Share C and/or Share D, as the case may be, being redeemed. Other than specified in this Explanatory Memorandum, the Trustee is not responsible for the provision of Capital Protection to any Shareholder of Fund C and/or Fund D.

Notwithstanding anything to the contrary contained herein or pursuant to the Zero Coupon Notes – USD or the Zero Coupon Notes – EUR, the maximum liability of the Capital Protection Provider shall not exceed: (i) the Capital Protection Amount – USD multiplied by the Total Number of Shares C, and (ii) the Capital Protection Amount – EUR multiplied by the Total Number of Shares D.

CAPITAL PROTECTION – EARLY REDEMPTION:

In the event of Early Redemption as provided hereunder, the Capital Protection Provider will redeem early on the relevant Redemption Date a number of Zero Coupon Notes – USD and/or Zero Coupon Notes – EUR (as the case may be) equal to the number of Shares C and/or Shares D being early redeemed on that same Redemption Date, and pay to the Trustee an amount (subject to the terms of the Zero Coupon Notes – USD,

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the Zero Coupon Notes – EUR, and the CPP Agreement) equal to the present value of the Capital Protection Amount – USD and/or Capital Protection Amount – EUR. Such present value will be determined on the basis of (i) the period of time remaining from the relevant Redemption Date to the Maturity Date, and (ii) the Capital Protection Provider's interest rates in respect of US\$ and € for such remaining period of time.

The Trustee, in cooperation with the Administrator, shall in turn pay to each Shareholder of Fund C and Fund D (in their capacity as beneficiaries of the US\$ Trust and/or the Euro Trust, as the case may be), respectively such present value of the Capital Protection Amount – USD and/or Capital Protection Amount – EUR received from the Capital Protection Provider, against redemption by such Shareholder to the relevant Fund of each Share C and/or each Share D being redeemed early.

In addition, in the event of Early Redemption, Shareholders will receive, in respect of each Share C and/or each Share D being early redeemed, as the case may be, the greater of zero and the NAV per Share C and/or the NAV per Share D from the relevant Fund at the time of the Early Redemption, less any applicable redemption fee or charge as specified in this Explanatory Memorandum.

Shareholders who do not hold their Shares C and/or Shares D until the Maturity Date will not be entitled to the Capital Protection described under the heading "Capital Protection – Maturity Date".

The Zero Coupon Notes – USD and the Zero Coupon Notes – EUR will not form part of the assets of the Funds, but rather will form part of the assets of the US\$ Trust and the Euro Trust, respectively, of which the Shareholders of Fund C and Fund D, respectively, will be beneficiaries.

Neither of the Funds will issue at any time as of and after the Issue Date and until and including the Maturity Date (i) any number of Class C Participating Shares in excess of the Total Number of Shares C, or (ii) any number of Class D Participating Shares in excess of the Total Number of Shares D, except with the prior written consent of the Capital Protection Provider.

INVESTMENT OBJECTIVES AND ZERO COUPON NOTES:

The Funds' investment objectives are (a) to generate consistent net capital appreciation through the implementation of trading signals using certain proprietary trading software developed by the Investment Manager from time to time, and (b) to provide for payment of the Capital Protection Amount – USD and/or the Capital Protection Amount – EUR on the Maturity Date to those Shareholders that do not effect an Early Redemption of their Shares, pursuant to the Capital Protection (see "Capital Protection – Maturity Date" above). The Zero Coupon Notes –

USD and the Zero Coupon Notes – EUR will not form part of the assets of the Funds, but rather will form part of the assets of the US\$ Trust and the Euro Trust, respectively, of which the Shareholders of Fund C and Fund D, respectively, will be beneficiaries.

In addition, the Shareholders may benefit from any increase in Net Asset Value of the Shares of the relevant Fund as a result of the investment of the relevant Fund's assets by the Investment Manager.

For the purposes of effecting the Capital Protection, the Trustee in respect of each Trust will enter into a CPP Agreement with the Capital Protection Provider, pursuant to which the Trustee in respect of each such Trust will subscribe for and purchase Zero Coupon Notes – USD and Zero Coupon Notes – EUR (for the US\$ Trust and the Euro Trust, respectively) in accordance with the CPP Agreement and to pay the Capital Protection Amount – USD and/or the Capital Protection Amount – EUR on the Maturity Date to the Shareholders upon receipt from the Capital Protection Provider (in their capacity as beneficiaries of the Trusts).

The terms of the relevant deeds of trust will provide that the Trustee shall sell (under the circumstances specified in such deeds of trust) Zero Coupon Notes – USD or Zero Coupon Notes – EUR held by them, provided always, however, that (a) at the Maturity Date, the outstanding number of Zero Coupon Notes – USD or Zero Coupon Notes – EUR held by the Trustee will pay the Capital Protection Amount – USD or the Capital Protection Amount – EUR, as the case may be, and (b) such Zero Coupon Notes – USD or Zero Coupon Notes – EUR may only be sold back to the Capital Protection Provider in accordance with the relevant formula specified in this Explanatory Memorandum, and the Trustee shall not otherwise sell, transfer or dispose of such Zero Coupon Notes – USD or Zero Coupon Notes – EUR without the express written consent of the Capital Protection Provider.

Notwithstanding anything to the contrary contained herein or pursuant to the Zero Coupon Notes – USD or the Zero Coupon Notes – EUR, the maximum liability of the Capital Protection Provider shall not exceed: (i) the Capital Protection Amount – USD multiplied by the Total Number of Shares C, and (ii) the Capital Protection Amount – EUR multiplied by the Total Number of Shares D.

PROFIT LOCK FEATURE – SUBSCRIPTION OF ADDITIONAL ZERO COUPON NOTES BY FUNDS:

Subject to the trading performance of the Funds, and thus the level of available trading capital, the Investment Manager may from time to time, in its sole discretion, elect to use or allocate some or all of the net new trading profits of the Funds to pur-

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chase additional zero coupon notes (“Additional Zero Coupon Notes”) directly from the Capital Protection Provider (“Profit Lock Feature”), upon such terms and conditions as may be agreed with the Capital Protection Provider.

The Funds currently intend to purchase Additional Zero Coupon Notes (upon such terms and conditions as may be agreed with the Capital Protection Provider) under the abovementioned Profit Lock Feature, or place a portion of net new trading profits of the Funds on long-term deposit, in the event that a Fund’s net new trading profits increases by approximately 18 % of the relevant Net Asset Value for such Fund over a given time period (generally one year), as determined by the Investment Manager in its sole discretion. There is no certainty, however, that the net new trading profits of the Funds will increase by 18 % or at all over any specified period of time. It is the current intention of the Funds that, in those circumstances, the Funds will purchase Additional Zero Coupon Notes (upon such terms and conditions as may be agreed with the Capital Protection Provider) with a value on maturity equal to approximately 50 % of such net new trading profits (after covering any prior years’ losses). Only net new trading profits will be utilised in the abovementioned Profit Lock Feature. Notwithstanding the foregoing, the Funds shall be entitled, in their sole discretion, to vary the terms of the Profit Lock Feature or to elect not to utilise the Profit Lock Feature at all.

Although it is the current intention of the Capital Protection Provider to agree to issue Additional Zero Coupon Notes (upon such terms and conditions as may be agreed with the Funds), the Capital Protection Provider retains the right in its sole discretion to refuse to issue any Additional Zero Coupon Notes or to provide capital protection in excess of the Capital Protection Amount.

FUNDS’ INVESTMENT STRATEGY AND PORTFOLIO GUIDELINES:

The investment strategy of the Funds is based on the principle that markets are trend following. Therefore trends, representing either bullish or bearish movements, must occur in the markets that the system is trading in order that investors can derive maximum benefit from the Fund’s investment strategy. The strategy employed is to enter markets efficiently, at a “defendable” price, rather than at buy or sell breakouts at obvious highs and lows, to reduce the volatility experienced in most trend-following methodologies. This is done within the framework of finding what are believed to be the first signs of strength or weakness in a market that will subsequently trend. Statistics are used to position trades that promote an equal chance of making a profit or loss over the life of the trade. At present, the Funds’ trading strategy is based on short and mid-term time horizons. In such trades, a stop loss can be implemented near a predictable breakeven point. The Investment Manager also limits draw-downs through the daily maintenance of stop orders. In this way,

if a trend reverses any loss can be limited, while if a trend continues, any profit can be protected. This mechanism, in turn, is used to enter trends prior to the market signalling to other trend-following strategies that a particular trend has begun thereby optimizing the percentage of winning trades.

Trade exits are effected as a result of money management techniques designed around the investment portfolio as a whole in terms of dollars at risk, assets under management and intra-market position correlation coefficients within the portfolio.

To reduce systemic risk, the parameters within which the trading model runs can be varied so that different orders do not have fixed prices.

The Funds will seek to achieve their stated objective by the implementation of trading signals using certain trading software as selected by the Investment Manager from time to time.

The Funds intend to take advantage of investment opportunities and the latest trading strategies and trends, and therefore, have no pre-determined views on the characteristics of future investments.

The investment strategy applied in respect of both Funds will be essentially the same.

MARKET DIVERSIFICATION:

The technical trading system used by the Funds is designed to ensure a minimum correlation to traditional investments. The spectrum of traded instruments globally consists of 100 futures markets in both segments, commodity and financial futures, and 1,200 individual stocks. A low correlation between the different instruments and high liquidity for order execution are fundamental to the trading style.

THE TECHNICAL TRADING SYSTEM:

The Funds’ trading system is fully automated and makes use of an array of different factors to find “least risk” entry points and establish positions. These factors include a combination of proprietary technical indicators with pattern or trend recognition, and statistical analysis. Using this unique approach, the highest quality signals can be filtered and identified.

MONEY MANAGEMENT:

Risk management plays a key role in the Funds’ investment strategy. The Investment Manager’s proprietary trading system limits the initial risk per trade to a maximum of 1.5 percent of the total assets of each Fund. In addition, the trading system continuously screens and monitors volatility and adjusts the portfolio’s exposure to market risk accordingly. In this way, the position size of every trade is controlled.

CAPITAL PROTECTION AND INVESTMENT OBJECTIVES AND POLICIES

SEGREGATED PORTFOLIOS:

The Directors will establish a segregated portfolio for each Fund, which segregated portfolio is designated by reference to each Fund.

The proceeds from the issue of Shares for each class will be applied in the books of the Company to the Fund established for that class. The assets and liabilities and income and expenditure attributable to that Fund shall be applied to such Fund and, subject to the provisions of the Articles of Association, to no other Fund or Segregated Portfolio.

Where any asset is derived from another asset (whether cash or otherwise) such derivative asset shall be applied in the books of the Company to the same Fund as the asset from which it is derived, and on each revaluation of an asset the increase or diminution in value shall be applied to the same Fund and, subject to the provisions of the Articles of Association, to no other Fund or Segregated Portfolio.

Except as otherwise indicated herein, the assets held in each Fund shall be applied solely in respect of the liabilities of such Fund, and may only be used to meet liabilities to creditors in respect of the respective Fund and are not available to meet liabilities to creditors in respect of any other Fund or Segregated Portfolio of the Company or to the general creditors of the Company. Any surplus in such Fund shall be held, subject to the provisions of the Articles of Association, for the benefit of the shareholders of the relevant Fund.

In the case of any asset or liability which the Directors do not consider is attributable to a particular Fund, the Directors shall have discretion to determine the basis upon which any asset or liability shall be allocated between or among Funds or other Segregated Portfolios and the Directors shall have power at any time and from time to time to vary such basis.

As each Fund constitutes a separate segregated portfolio, the Investment Manager is not permitted to seek recourse to the assets of a Fund for the purpose of satisfying the liabilities of other Funds or Segregated Portfolios and/or deriving any unauthorised benefit from access to the assets of a Fund.

RISK FACTORS AND SPECIAL CONSIDERATIONS

Only prospective investors who have both the requisite knowledge and are financially secure should consider investing in the Funds.

The Funds rely on each investor to obtain independent qualified investment and tax advice before purchasing Shares, representing interests in the Funds, or acquiring a beneficial interest in the Trusts.

GENERAL:

This type of business is predisposed to capital risks. It is intended that up to approximately 25 % of each of the Aggregate Invested Amount – USD and the Aggregate Invested Amount – EUR will be allocated and paid by the Escrow Agent to the Funds for investment in futures trading, which is a high-risk form of investment. Relatively small movements in the markets can bring about considerable losses (as well as profits). The possibility of a total loss of the capital invested in a Fund cannot be excluded. Since the value of an investment is subject to big moves in the market, the purchase of Shares is suitable only for subscribers of adequate financial means and who fully understand and are willing to assume the risks involved in the Funds' specialised investment program. An investor should not invest more than such investor is prepared or can afford to lose. In order to take advantage of the long-term aspects of the investment, investors should perhaps participate for at least three years. An Early Redemption Fee will be payable to the Investment Manager (not the relevant Fund) on all redemptions made prior to the expiration of six (6) years after the close of the Offering Period, and such Early Redemption Fee shall be attributable to and payable by the relevant Fund out of the redeeming Shareholder's redemption proceeds and shall not be charged to or payable by the corresponding Trust.

Information about previous performance does not indicate future results. In respect of the Funds' assets that are invested by the Investment Manager, there are no guarantees of future profits nor can the possibility of substantial or total losses be excluded.

LEVERAGE POLICY AND EFFECT:

The Funds' trading activities include investments in highly leveraged markets and /or investment vehicles. Leverage involves high risk, but also offers opportunities for extraordinary profits. The Funds seek to control the risk in their trading activities by following a capital preservation strategy and by using wide-spread diversification.

The Funds' leverage policy will allow, at the discretion of the Investment Manager and within limits agreed by the Funds' creditors, the use of leverage to increase the upside potential of the Funds and will require a reduction in leverage, and potentially in market exposure, if the Net Asset Value per Class C or Class D Participating Share falls.

The maximum amount of leverage applied will vary based on

prevailing market forces and the degree of volatility experienced in relevant markets from time to time.

ILLIQUID MARKETS:

Some exchanges limit fluctuations in contract prices during a single day through resolutions referred to as "daily price fluctuation limits" or "daily limits". During a single trading day no trades may be executed at prices beyond the daily limit. Once the price of a particular market has increased or decreased by an amount equal to the daily limit, positions in the investment can be neither taken nor liquidated unless traders are willing to effect trades at or within the limit. In the past, prices have moved the daily limit for several consecutive days with little or no trading. Similar occurrences could prevent the Funds from promptly liquidating unfavourable positions and thus subject the Funds to substantial losses.

CURRENCY:

Fund C is denominated in US Dollars and all trading in Class C Participating Shares will be made in US Dollars. Fund D is denominated in Euros and all trading in Class D Participating Shares will be made in Euros. For those prospective investors whose functional currency is other than the Dollar or the Euro, as the case may be, consideration should be given to the potential losses that may arise from currency fluctuations between the Dollar or the Euro, as the case may be, and their own functional currency. Further, to the extent securities or other financial instruments are not denominated in the Dollar or the Euro, as the case may be, the Funds' investment performance is subject to changes in currency exchange rates.

PERFORMANCE:

The Funds are newly created and have no operating history upon which investors can evaluate their likely performance. The investment activities of the Investment Manager attempt to moderate risk through diversification and careful selection of the trading software. However, there can be no assurance that the Funds will achieve their Investment Objective in respect of the capital that is invested by the Investment Manager. The use of mechanical technical trading software may utilise investment techniques and futures contracts which practices can, in certain circumstances, maximise the adverse impact to which the Funds may be subject. This is particularly the case where relevant markets are experiencing significant volatility such that no significant trends in market movement can be discerned.

DEPENDENCE UPON INVESTMENT MANAGER:

The Funds rely exclusively on the Investment Manager for all investment advice on the day to day trading and investment activities of the investment portfolio. The success of the Funds is expected to be significantly dependent on the expertise of the Investment Manager and, more particularly, the financial analysis software adopted.

RISK FACTORS AND SPECIAL CONSIDERATIONS

CONFLICTS OF INTEREST:

There will be no limitation placed on the Investment Manager's other activities and investments, or with respect to the activities of other investment portfolios managed by the Investment Manager. The Investment Manager intends to perform its duties in an equitable and fair manner at all times in the best interests of investors. Christian Baha, the principal of the Investment Manager, is also currently one of the Directors of the Company.

VALUATION RISK:

Some of the underlying investments of the Funds may not be actively traded and there may be uncertainties involved in the valuation of such investments. Potential investors should be aware that, under such circumstances, the Net Asset Value of the Funds may be adversely affected.

FUTURES COMMISSION MERCHANTS:

The FCMs used by the Funds as clearing brokers are required to segregate all funds received from customers (including the Funds) from such broker's proprietary assets. If any of the clearing brokers fail to do so, the assets of each Fund might not be fully protected in the event of the bankruptcy of the clearing broker. Further, in the event of the bankruptcy of any FCM, each Fund could be limited to recovering only a pro-rata share of all available funds segregated on behalf of the clearing broker's combined customer accounts.

SEGREGATED PORTFOLIO LIABILITIES:

The Company is organized and registered as a segregated portfolio company and, pursuant to the Companies Law (2003 Revision) and the Company's Articles of Association, the Company is offering shares from separate Funds each representing interests in a particular segregated portfolio in the Company having a separate and distinct portfolio of investments. Under the Companies Law (2003 Revision), the assets and liabilities of the Company held within or on behalf of the relevant Fund will be segregated from the assets and liabilities of the Company held within or on behalf of any other Fund or Segregated Portfolio. Separate books and records will be maintained for each Fund and other Segregated Portfolio. Although generally the assets of a Fund or other Segregated Portfolio are not available to satisfy the liabilities attributable to another Fund or Segregated Portfolio, the Funds do not constitute legal entities separate from the Company and the Company may operate or have its assets held on its behalf or be subject to claims in other jurisdictions that may not necessarily recognize such segregation.

MANAGEMENT OF THE FUNDS AND TRUSTS

BOARD OF DIRECTORS:

The Company currently has two directors, Christian Baha and William Walmsley (the "Directors"). The Directors shall not have a specified term of office and shall serve until their successors, if any, are elected at a meeting of the holder of the Founder Shares.

The Articles of Association provide that the Board of Directors shall consist of not less than two nor more than ten Directors. Subject to the Articles of Association, additional Directors may be elected by a vote of the existing Board of Directors, and if the Board of Directors is made up of more than two Directors, then a majority of the Board of Directors may remove any Director with or without cause. If additional Directors are elected, the Company may compensate such Directors with respect to services rendered in that capacity.

References in this Explanatory Memorandum to decisions, approvals, consents, waivers or other actions to be made, taken or refrained from by the Company shall refer, except as otherwise required by the laws of the Cayman Islands, to acts to be taken by the Board of Directors.

In no event and under no circumstances shall any member of the Board of Directors incur any individual liability or responsibility for any determination made or other action taken or omitted in good faith unless due to gross negligence, fraud or any wilful act or default. The Board of Directors shall be indemnified under the Articles of Association of the Company from any and all personal liability to the fullest extent permitted under the laws of the Cayman Islands.

CHRISTIAN BAHA

Christian Baha is the founder and a shareholder of TeleTrader Entwicklungs & Vertriebs GmbH, an Austrian company specialising in developing trading software and offering consumer software for information on stock markets. Mr. Baha is also the founder and owner of Quadriga Beteiligungs und Vermögens AG, an Austrian investment company which has successfully adopted technical trading software in recent years.

WILLIAM WALMSLEY

William E.J. Walmsley is a partner in the professional services firm of Deloitte & Touche, Cayman Islands. He serves primarily in the firm's trust and corporate services department and is a director of a duly licensed Cayman Islands trust company owned and operated by Deloitte & Touche. He has extensive experience in the offshore financial industry in the Cayman Islands since 1987. He is a Fellow of the Institute of Chartered Accountants in Ireland and a Member of the Society of Trust and Estate Practitioners.

INVESTMENT MANAGER:

The Investment Manager of the Funds is Quadriga Trading Management Inc., a corporation organised under the laws of Grenada. The Investment Manager is a member of the Quadriga Group. As at 30 November 2003, the total assets under management by the Quadriga Group were approximately Euro 800 million. There are more than 20,000 investors in the various funds managed by the Quadriga Group around the world, and retail investors represent over 80 % of all of the Quadriga Group's investors. The Quadriga Group has funds authorized for public offer in Austria, Germany, Luxembourg and the United States. The Investment Manager will be responsible for the valuation of the investments and assets of the Funds (excluding assets valued by the FCMs and any valuation of the Zero Coupon Notes) and for ensuring compliance with the Investment Objectives and Policies or any investment restrictions to which the Funds may be subject.

INVESTMENT MANAGEMENT AGREEMENT:

The Investment Manager was appointed pursuant to an Investment Management Agreement (the "Investment Management Agreement") between the Directors of the Company, acting for the Funds, and the Investment Manager, to provide investment advice, supervise the selection of and monitor each Fund's assets, subject to the overall supervision and control of the Board of Directors. Christian Baha is also the sole director of the Investment Manager. At least two investment executives of the Investment Manager have five years' general experience in hedge fund strategies and at least two years' experience in the investment strategy utilised by the Company.

The term of the Investment Management Agreement is year to year unless terminated upon thirty (30) days written notice prior to the anniversary date or as otherwise provided under the agreement.

The Investment Management Agreement also provides that the each Fund will indemnify and hold harmless the Investment Manager and its directors, officers, affiliates, employees and agents (each, an "Indemnified Person") from and against certain losses or expenses suffered or sustained by reason of such person's status as an Indemnified Person, provided that such losses or expenses did not result from such Indemnified Person's wilful misfeasance, bad faith or negligence.

The Investment Management Agreement state and provide that the Investment Manager shall only have recourse to assets of the Funds (and not to the assets of the US\$ Trust and the Euro Trust) in the event of any action, claim or suit by the Investment Manager against the Funds, whether for outstanding fees or otherwise.

MANAGEMENT OF THE FUNDS AND TRUSTS

ADMINISTRATOR, TRUSTEE AND ESCROW AGENT:

The Directors of the Company, acting for the Funds, has engaged HSBC Financial Services (Cayman) Limited to act as the Administrator to the Funds, pursuant to an administration agreement (the “Administration Agreement”). The Administrator is a licensed mutual fund administrator pursuant to the Mutual Funds Law of the Cayman Islands. The Administrator will be responsible for calculating the Net Asset Value of each class of Participating Shares and the total assets of each of the Funds in accordance with this Explanatory Memorandum and the Articles of Association, and the Administrator will also act as registrar to the Funds. The Administrator will have no responsibility for the valuation of the investments and assets of the Funds or to ensure compliance with the Investment Objectives and Policies or any investment restrictions to which the Funds may be subject.

The Administrator will also act as the Escrow Agent, pursuant to the Escrow Agreement (as defined herein), and the Trustee of the US\$ Trust and the Euro Trust, and the duties, powers and obligations of the Administrator, as Escrow Agent and Trustee, will be set forth respectively in the relevant Escrow Agreement and deeds of trust creating the US\$ Trust and the Euro Trust.

The Administrator will have no responsibility for the valuation of the Zero Coupon Notes – USD or the Zero Coupon Notes – EUR.

Each Shareholder will be required to acknowledge and agree, by executing the relevant Application Form, that such Shareholder has recourse only to the assets of Fund C and/or Fund D (as the case may be) in respect of any claim, action, demand or right arising in respect of, or against the Trustee and that such Shareholder shall in no circumstances have any recourse to assets or property of the Trustee, unless such loss to the Shareholder arises out of or an act or failure to act as a result of the willful misfeasance or bad faith of the Trustee. Any such claim, action, demand or right existing after the assets of the Fund C and/or Fund D (as the case may be) have been exhausted will be deemed to be discharged and extinguished.

ADMINISTRATION AGREEMENT:

The Administration Agreement may be terminated by either party upon ninety (90) days prior notice, and provide that the Administrator shall not, in the absence of actual negligence, dishonesty, fraud or willful default, be responsible for any loss or damage to the Funds. The Administrator shall have no discretion as to the selection of the securities or any other assets of the Company, held for and on behalf of the Funds, which may form part of the investment portfolio of the Funds from time to time.

The Administration Agreement shall state and provide that the Administrator shall only have recourse to assets of the Funds

(and not to the assets of the US\$ Trust and the Euro Trust) in the event of any action, claim or suit by the Administrator against the Funds, whether for outstanding fees or otherwise.

CAPITAL PROTECTION PROVIDER:

ABN AMRO Bank N.V., the Capital Protection Provider, is part of a global banking group offering a wide range of commercial and investment banking products and services on a global basis through its network of approximately 3,400 offices and branches in more than 60 countries and territories. The ABN AMRO group is the largest banking group based in The Netherlands with total consolidated assets of EUR 597.4 billion as at 31 December 2001. ABN AMRO has a substantial presence in the United States, where it is one of the largest foreign banking groups based on total assets held in the country, and it also has a substantial presence in Brazil, where it acquired Banco Real, the fourth largest privately held bank in the country in November 1998. ABN AMRO also established a presence in Italy through its shareholdings in Banca di Roma and Banca Antonveneta. Its long-term senior debt rating is, as at May 2003, Aa3 (Moody’s Investor Services) and AA- (S&P).

ABN AMRO Bank N.V. traces its origin to the formation of “Nederlandsche Handel-Maatschappij, N.V.” in 1825, pursuant to a Dutch Royal Decree of 1824.

Potential Investors and Shareholders should carefully read the Term Sheets containing a summary of the terms of the Zero Coupon Notes (attached hereto as Exhibit B).

CPP AGREEMENTS:

The CPP Agreements, between the Capital Protection Provider and the Trustee in respect of the Trusts, contain the terms and conditions applicable to the subscription and purchase by the Trustee of the Zero Coupon Notes – USD and the Zero Coupon Notes – EUR.

The CPP Agreements shall state and provide that the Capital Protection Provider shall only have recourse to assets of the Funds (and not to the assets of the US\$ Trust and the Euro Trust) in the event of any action, claim or suit by the Capital Protection Provider against the Funds, whether for outstanding fees or otherwise.

FUTURES COMMISSION MERCHANTS:

Cargill Investor Services, Inc.

Cargill Investor Services, Inc. is registered as a futures commission merchant and is a member of the National Futures Association.

ADM Investor Services, Inc.

ADM Investor Services, Inc. is a registered futures commission merchant and is a member of the National Futures Association.

MANAGEMENT OF THE FUNDS AND TRUSTS

Fimat USA, Inc.

Fimat USA is a wholly owned subsidiary of FIMAT International Banque SA, which itself is a wholly owned subsidiary of Societe Generale. As of October 2001, the Fimat Group (comprising of Fimat International Banque, SA and all its worldwide branches and subsidiaries, as well as Fimat Derivatives Canada Inc., and the divisions of SG Securities North Pacific S.G. and SG Securities (London) Ltd., Seoul Branch doing business as "Fimat" in Japan and Korea, respectively) was present on 35 derivatives exchanges worldwide. Fimat USA is a futures commission merchant and broker dealer registered with the Commodity Futures Trading Commission and the Securities and Exchange Commission, and is a member of the National Futures Association and National Association of Securities Dealers, Inc. Fimat USA is also a clearing member of all principal commodity futures exchanges located in the United States as well as a member of the Chicago Board Options Exchange, Philadelphia Stock Exchange, Options Clearing Corporation, and Government Securities Clearing Corporation. Fimat USA, Inc. is headquartered at 630 Fifth Avenue, Suite 500, New York, New York 10111 and has principal branch offices in Chicago, Illinois; Kansas City, Missouri; Nashville, Tennessee; and Houston, Texas.

None of the FCMs, nor any affiliate, officer, director or employee thereof, have passed on the merits of this Explanatory Memorandum, or given any guarantee as to the performance or any other aspect of the Funds.

The Investment Manager and the Funds are not obligated to continue to use the FCMs identified above and may select others or additional dealers and counterparties in the future, provided that the Investment Manager believes that their service and pricing are competitive.

Any agreement executed between the Funds and the FCMs shall state and provide that the FCMs shall only have recourse to assets of the Funds that they hold (and not to the assets of the US\$ Trust and the Euro Trust) in the event of any action, claim or suit by the FCMs against the Funds, whether for outstanding fees or otherwise.

The Company, acting for and on behalf of the Funds, shall be permitted to pay commissions to persons acting as brokers (whether clearing or introducing brokers, or otherwise) in respect of the offer and sale of Shares C and Shares D issued by the Company in respect of Fund C and Fund D, respectively, including without limitation to persons affiliated to the Investment Manager or the principals thereof (including, without limitation, Quadriga Asset Management Inc.).



FEES AND EXPENSES

ORGANISATIONAL COSTS:

The organisational expenses of the Funds and the Trusts, including the Trustee's usual fees and all expenses incurred in connection with the offer and sale of Shares in connection with the Funds and the deeds of trust, will be paid by the Funds and shall not be attributable to or payable by the Trusts. The organisational expenses, which will include the expenses of the offer and sale of Shares, will be amortised in each Fund over a period of 60 months from the Issue Date because the Funds believe such treatment is more equitable than expensing the entire amount of the organisational expenses when incurred, as is required by generally accepted accounting principles as applied in the United States of America ("U.S. GAAP"). Accordingly, the Company's financial statements may contain a qualification indicating that they are prepared in accordance with U.S. GAAP, except for the treatment of organizational expenses. The organisational expenses of the Funds and the Trusts will be allocated to and paid by each of Fund C and Fund D in equal proportions. It is estimated that the organisational expenses of the Funds and the Trusts will not exceed US\$ 50,000.

SUBSCRIPTION FEE:

No subscription charge or fee will be payable in respect of amounts subscribed.

Notwithstanding the foregoing, the Investment Manager has agreed to pay an upfront placement fee equivalent to 4 % of all subscription monies raised by its sales partners, which shall not, however, be deducted from an investor's subscription monies. In order to finance the payment of such upfront placement fee, the Investment Manager and the Capital Protection Provider have entered into a distribution agreement (the "Distribution Agreement"), pursuant to which the Capital Protection Provider has agreed to pay the relevant upfront placement fee to the Investment Manager's sales partners, in consideration of the Capital Protection Provider having the opportunity to issue the Zero Coupon Notes – USD and the Zero Coupon Notes – EUR hereunder.

REDEMPTION CHARGE:

Shareholders may redeem their Shares prior to the Maturity Date and hence effect an Early Redemption on any Redemption Date at the Early Redemption Price (as indicated herein) determined as of the applicable Redemption Date.

For the purposes of this Explanatory Memorandum, the "Early Redemption Price" corresponding to each Share shall mean (a) the present value of the Capital Protection Amount – USD and/or Capital Protection Amount – EUR, as the case may be, corresponding to such Share, plus (b) the Net Asset Value per Share, less any applicable Early Redemption Fee as specified below.

Where Shares are redeemed before the expiration of six (6)

years from the date of subscription, an Early Redemption Fee is payable to the Investment Manager (not the relevant Fund) as follows:

- (i) For Early Redemption on or before the expiration of 24 months from the date of closure of the Offering Period – An Early Redemption Fee of 4 % of the Early Redemption Price;
- (ii) For Early Redemption after 24 months from the date of closure of the Offering Period but on or before 48 months from such date – An Early Redemption Fee of 3 % of the Early Redemption Price;
- (iii) For Early Redemption after 48 months from the date of closure of the Offering Period but on or before 60 months from such date – An Early Redemption Fee of 1 % of the Early Redemption Price; and
- (iv) For Early Redemption after 60 months from the date of closure of the Offering Period – No Early Redemption Fee.

Such Early Redemption Fee shall be attributable to and payable by the relevant Fund out of the redeeming Shareholder's redemption proceeds and shall not be charged to or payable by the corresponding Trust.

The Early Redemption Fee may be waived by the Directors in their sole discretion.

INVESTMENT MANAGER'S FEES:

The Investment Manager will receive:

- (a) management fees of 6.0 % per annum of the Net Asset Value of the Class C Participating Shares, plus 1.0 % per annum of the Zero Coupon Note US\$ Value multiplied by the number of Zero Coupon Notes – USD outstanding, calculated as of the last Business Day of each month (before giving effect to any redemptions as of the end of each month), both attributable to and payable pro-rated and monthly in arrears by Fund C;
- (b) management fees of 6.0 % per annum of the Net Asset Value of the Class D Participating Shares, plus 1.0 % per annum of the Zero Coupon Note Euro Value multiplied by the number of Zero Coupon Notes – EUR outstanding, calculated as of the last Business Day of each month (before giving effect to any redemptions as of the end of each month), both attributable to and payable pro-rated and monthly in arrears by Fund D;
- (c) performance fees at a rate of 35 % of the net increase in the Net Asset Value of the Class C and Class D Participating Shares at the end of each month (including net realised and unrealised gains), attributable to and payable by the relevant Fund. Performance fees are payable monthly, if due hereunder.

FEES AND EXPENSES

The increase for each class of Participating Shares is calculated as being the increase (if any) of the Net Asset Value per Share at the end of each month (before the payment of any performance fees) above the highest Net Asset Value per Share on any preceding Valuation Date on which a performance fee has been paid ("Benchmark High Watermark") multiplied by the number of Shares in issue as at the immediately preceding Valuation Date (before the payment of any performance fees).

Performance fees will accrue monthly at each Valuation Date and shall be calculated and paid after all other fees and expenses are paid.

All management fees payable with respect to the Zero Coupon Note US\$ Value and the Zero Coupon Note Euro Value shall be charged to and payable by the relevant Fund, and shall not be charged to or payable by the relevant Trust.

The Investment Manager may consent to the waiver or reduction of its fees with respect to certain investors and may pay (if applicable, on a monthly basis) a portion of the fees it receives to third parties, including Shareholders in the relevant Fund, for any reason, including in consideration for services rendered to Shareholders or in connection with the placement of Shares.

FEES OF THE ADMINISTRATOR, ESCROW AGENT AND TRUSTEE:

The Administrator shall charge each Fund fees for each man-hour worked and properly and reasonably incurred (i) for the provision of administration and registrar services to the Funds, (ii) for acting as trustee of the Trusts, and (iii) for acting as Escrow Agent, all based on its standard charge out rates at the time, payable on the last day of each calendar quarter. All such fees shall be charged to and payable by the relevant Fund, and shall not be charged to or payable by the relevant Trust.

As at January 2004, the Administrator's standard, hourly charge-out rates are as follows:

- ▶ Assistant Account Manager: US\$ 105 per hour
- ▶ Account Manager/Senior Account Manager: US\$ 150 per hour
- ▶ Assistant Manager/Manager: US\$ 190 per hour
- ▶ Director: US\$ 280 per hour

In addition, the Funds will reimburse the Administrator for actual out-of-pocket disbursements and expenses incurred in its capacity as Administrator of the Funds, trustee to the Trusts, and Escrow Agent.

FEES OF THE CAPITAL PROTECTION PROVIDER:

The Capital Protection Provider will charge each Fund an annual fee of zero point five per cent (0.5 %) per annum of (a) the Net Asset Value of each Fund, plus (b) (i) the Zero Coupon Note US\$ Value multiplied by the number of Zero Coupon Notes – USD

outstanding, and as determined pursuant to the terms and conditions of the Zero Coupon Notes – USD, payable monthly in arrears, for the issuance of the Zero Coupon Notes – USD, and (ii) the Zero Coupon Note Euro Value multiplied by the number of Zero Coupon Notes – EUR outstanding, and as determined pursuant to the terms and conditions of the Zero Coupon Notes – EUR, payable monthly in arrears, for the issuance of the Zero Coupon Notes – EUR.

All fees payable to the Capital Protection Provider shall be charged to and payable by the relevant Fund, and shall not be charged to or payable by the relevant Trust.

OTHER OPERATING EXPENSES:

Each Fund shall bear all other expenses incidental to their operation and business, including (on a pro rata basis where applicable) (i) brokerage commissions and charges, underwriting charges and similar costs, (ii) fees and charges of the clearing agencies, (iii) interest and commitment fees on loans and debit balances, (iv) income taxes, withholding taxes, transfer taxes and other governmental charges and duties, (v) the fees of legal advisers and independent auditors, (vi) Directors' expenses, (vii) the costs of maintaining the Company's registered office in the Cayman Islands, (viii) the costs of printing and distributing reports and notices to Shareholders, (ix) organisational expenses, (x) annual licence fees of the Cayman Islands Monetary Authority, and (xi) a pro rata share of the fees and expenses of sub-funds in which it invests. In addition, each Fund shall bear all fees and expenses incurred in relation to the relevant Trust and Zero Coupon Notes – USD or Zero Coupon Notes – EUR, as the case may be.

Such costs include but are not limited to the costs of investing and realising the investments of the Funds, valuation costs, the costs incurred with any listing or regulatory approval, the costs of holding meetings of Shareholders and the costs incurred in the preparation and printing of any notices and explanatory memoranda.

Any proposal to increase the current level of fees to the maximum level of fees permitted under the Articles of Association, will require at least three month's prior notice to be given to Shareholders.

All fees, even where they are calculated on the basis of the Zero Coupon Note Aggregate Value, the Zero Coupon Note US\$ Value or the Zero Coupon Note EUR Value, are paid exclusively and solely out of the respective Fund's assets and under no circumstances whatsoever from any of the Trusts or the Zero Coupon Notes – USD or the Zero Coupon Notes – EUR.

The authorised share capital of the Company is US\$ 80,000,100 divided into 100 Founder Shares of par value US\$ 1.00 each and 4,000,000 Class A Participating Shares of par value US\$ 10.00 each, issued in respect of Garant IV Fund A, and 4,000,000 Class C Participating Shares of par value US\$ 10.00 each, issued in respect of Fund C, and € 20,000,000 divided

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into 1,000,000 Class B Participating Shares of par value € 10.00 each, issued in respect of Garant IV Fund B, and 1,000,000 Class D Participating Shares of par value € 10.00 each, issued in respect of Fund D.

The issuance of Shares by Fund C and/or Fund D automatically entitles each Shareholder to a beneficial interest in the US\$ Trust and/or the Euro Trust (as the case may be). Each Shareholder's proportional beneficial interest in the US\$ Trust and/or the Euro Trust will be determined on the basis of the Shareholder's then-current holding of Shares issued by Fund C and/or Fund D (as the case may be), as reflected in the Register of Members of Fund C and/or Fund D, a copy of which the Administrator shall be required to provide to the Trustee upon request.

- (a) Founder Shares carry one vote each. Founder Shares do not have a right to dividends. On a winding up of the Company, Founder Shares rank only for a return of the nominal amount paid up thereon provided the Company shall have sufficient assets after the settlement of all obligations to creditors and the holders of Shares.
- (b) Class C Participating Shares and Class D Participating Shares shall be sold only during the Offering Period, at the relevant Offering Price (as defined herein). There is provision in the Articles of Association for Shareholders to vote at class meetings of the holders of Shares in any Fund on matters relating to alteration or variation of rights attaching to such Shares. Otherwise, Shares otherwise carry no right to receive notice of, attend or vote at general meetings of the Fund.

The Board of Directors currently does not intend to declare, or for the Funds to pay, any dividends. However, the Company reserves the right, in its absolute discretion, to declare and pay dividends in cash only at any time, in accordance with the Articles of Association, which provide that dividends may only be declared and paid in cash.

Proceeds received by the Funds from the sale of their respective Shares (that is, Fund C Allocation, in the case of Fund C, and Fund D Allocation, in the case of Fund D), after payment of organisational and other expenses, will be used by the Funds for investment in accordance with their Investment Objectives and to pay the operating expenses of the Funds.

Shares are liable to be compulsorily redeemed at the option of the Company at any time and from time to time, for which the US\$ Trust or the Euro Trust (as the case may be) shall be entitled (pursuant to the terms of the relevant deed of trust) to sell such necessary number of Zero Coupon Notes – USD or Zero Coupon Notes – EUR back to the Capital Protection Provider in order to fund such redemption. The terms and conditions of the redemption of the Zero Coupon Notes – USD and the Zero Coupon Notes – EUR by the Trusts are set out in the relevant Prospectus and General and Product Conditions corresponding to the Zero Coupon Notes, copies of which may be obtained from the Trustee.

The Company may from time to time, by resolution of the holders of the Founder Shares, increase the authorised capital of the Company, provided however that the prior written consent of the Capital Protection Provider has been obtained.

In the event that the Company proposes to amend the Articles of Association or any agreement that would materially and adversely affect the rights of any Shareholder, such as any increase in fees attributable to such Shareholder's class of Shares or the fees payable to the Investment Manager, Administrator, or the Capital Protection Provider, the Company shall give affected Shareholders at least 3 months' prior written notice of such proposed changes. Shareholders will therefore be entitled to request redemption of their Shares prior to the proposed change taking effect. A Shareholder's request to redeem Shares must be received by the Administrator at least fifteen (15) Business Days before the last Valuation Date prior to such proposed change taking effect, otherwise the Shareholder shall be deemed to have accepted such proposed change without further recourse of any nature against the Company.

The rights of existing Shareholders may only be materially and adversely varied with the consent in writing of Shareholders holding not less than 75 % of the issued Shares of that class, and separately, the consent in writing of Shareholders holding not less than 75 % of the issued Shares of any other class of Shares which may be affected by such material and adverse variation. The unissued Shares of the Company shall be at the disposal of the Board of Directors who may issue them at their discretion subject to the Articles of Association.

Shares will be held in registered form and share certificates will not be issued. Each Shareholder will be furnished with a written confirmation of the amount of the investment made, the number and class of Shares purchased in respect of each Fund, and its proportional beneficial interest held in respect of each Trust.



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OFFERINGS:

Class C Participating Shares, representing interests in Fund C, and Class D Participating Shares, representing interests in Fund D, will be offered during the Offering Period at the relevant Offering Price.

The issuance of Shares by Fund C and/or Fund D automatically entitles each Shareholder to a beneficial interest in the US\$ Trust and/or the Euro Trust (as the case may be). Each Shareholder's proportional beneficial interest in the US\$ Trust and/or the Euro Trust will be determined on the basis of the Shareholder's then-current holding of Shares issued by Fund C and/or Fund D (as the case may be), as reflected in the Register of Members of Fund C and/or Fund D, a copy of which the Administrator shall be required to provide to the Trustee upon request.

SUBSCRIPTIONS:

All Invested Amounts – USD and Invested Amounts – EUR will be paid to the Escrow Agent and subsequently paid by the Escrow Agent to each of the Trustee and Administrator, in accordance with the procedure specified in “Capital Protection and Investment Objectives and Policies” above. Within 15 days of the close of the Offering Period, the Administrator will register the name of each subscriber (“Subscriber”) on the books of the Company and the relevant Fund and issue Shares to the Subscriber calculated up to two decimal places based upon the Offering Price of the relevant Fund. After the Offering Period, no additional Shares will be offered, without the express written consent of the Capital Protection Provider, upon which the terms of such additional offering of Shares (if any) shall be determined by the Funds and the Capital Protection Provider. Shares may be purchased by completing the relevant Application Form (in the form attached to this Explanatory Memorandum) and delivering it in accordance with the instructions therein, along with payment of the Invested Amount – USD and the Invested Amount – EUR to the Escrow Agent, by the close of business at least five Business Days before the close of the Offering Period. Class C Participating Shares are denominated in US Dollars and Class D Participating Shares are denominated in Euros.

The minimum Invested Amount – USD shall be US\$ 15,000, in the case of Fund C, and the minimum Invested Amount – EUR shall be € 15,000, in the case of Fund D, unless waived by the Directors in their sole discretion.

Subscribers will have no right to rescind a purchase after receipt by the relevant Fund (or its agent) of a completed Application Form and payment of the relevant Invested Amount – USD and/or Invested Amount – EUR to the Escrow Agent.

In respect of Fund C, it is anticipated that Aggregate Invested Amounts – USD totalling over US\$ 20,000,000 will be received during the Offering Period. If, however, Aggregate Invested

Amounts – USD received are less than US\$ 10,000,000, the Escrow Agent will return such Invested Amounts – USD to investors, without interest. In respect of Fund D, it is anticipated that Aggregated Invested Amounts – EUR totalling over EUR 0,000,000 will be received during the Offering Period. If, however, Aggregate Invested Amounts – EUR received are less than EUR 10,000,000, the Escrow Agent will return such Invested Amounts – EUR to investors, without interest.

Any portion of a gross Invested Amount – USD or Invested Amount – EUR not accepted for investment will be returned, without interest by wire transfer to the Subscriber.

The Funds and the Trusts will not charge a subscription fee in respect of any amounts invested in the Funds or the Trusts, however the Investment Manager has agreed to pay an upfront placement fee equivalent to 4 % of all subscription monies raised by its sales partners, the cost of which is borne by investors. In order to finance the payment of such upfront placement fee, the Investment Manager and the Capital Protection Provider have entered into the Distribution Agreement, pursuant to which the Capital Protection Provider has agreed to pay the relevant upfront placement fee to the Investment Manager's sales partners, in consideration of the Capital Protection Provider having the opportunity to issue the Zero Coupon Notes – USD and the Zero Coupon Notes – EUR hereunder.

Subscriptions funds received by the Escrow Agent prior to the closure of the Offering Period shall be placed in an interest-bearing call account with the Escrow Agent, pursuant to the Escrow Agreement, for the period from the date of receipt of such subscription funds to the date of closure of the Offering Period, and all such interest earned shall be deemed an asset of the relevant Fund in which the Shareholder is proposing to subscribe (and shall not be credited to the individual account of each Shareholder).

PAYMENT:

Shares may be purchased by filling in and signing the relevant Application Form in the form attached as Exhibit A to this Explanatory Memorandum and sending by facsimile the entire completed and signed Application Form (3 pages), together with all required information and/or documentation (including the information from the Subscriber's financial institution responsible for transferring the subscription monies) as specified in the relevant Application Form in accordance with the instructions therein, along with payment of the Invested Amount – USD and/or Invested Amount – EUR to the Escrow Agent. Risk of error in the transmission by facsimile rests with the Subscriber. The Application Form, together with all payments, must be received at least five (5) days prior to the close of the Offering Period. Subscriptions will be accepted when the executed Application Form has been received in accordance with the instructions therein, payment of the Invested Amount – USD and/or Invested

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Amount – EUR has been received by the Escrow Agent, and such subscription has not been rejected by the Board of Directors.

Invested Amounts – USD and/or Invested Amounts – EUR are payable by wire transfer in Dollars in respect of Fund C and in Euros in respect of Fund D unless the Board of Directors agrees to accept an exchange of securities. Any payment by swift or wire transfer must be payable to the Escrow Agent in accordance with the wire transfer instructions set out in this Explanatory Memorandum.

All questions concerning the timeliness, validity, form and eligibility of any Application Form will be determined by the Company, whose determinations will be final and binding. The Company in its sole discretion may waive any defect or irregularity, or permit a defect or irregularity to be corrected within such time as it may determine, or reject any application for the purchase of Shares. The Company will not be under any duty to provide notification of any defect or irregularity in connection with the submission of an Application Form or incur any liability for the failure to provide such notification. The Company has the right to reject any application in its sole discretion.

Measures aimed toward the prevention of money laundering, within the jurisdiction of the Company, may require a detailed verification of the applicant's identity. Depending on the circumstances of each application, a detailed verification may not be required when (i) the applicant makes the payment from an account held in the applicant's name at a recognised financial institution or (ii) the application is made through a recognised intermediary. These exceptions will only apply if the financial institution or intermediary referred to are within a country recognised by the Cayman Islands as having equivalent anti-money laundering regulations.

By way of example, an individual is required to produce a copy of a passport or identification card duly certified by a notary public, together with evidence of his/her address such as a utility bill or bank statement and date of birth. In the case of corporate applicants, this may require production of a certified copy of the certificate of incorporation (and any changes of name), memorandum and articles of association (or equivalent), the names and residential and business addresses of all directors and beneficial owners.

The Company reserves the right to request such information as is necessary to verify the identity of a Subscriber. In the event of delay or failure by the Subscriber to produce any information required for verification purposes, the Company may refuse to accept the application and all subscription monies.

ADDITIONAL OFFERINGS:

Subject to any restrictions or prohibitions specified herein, the

Company may offer for subscription in the future, additional Shares in different currencies, different classes of Shares, and different Segregated Portfolios at the discretion of the Board of Directors and subject to the Articles of Association of the Company. The details of such additional offerings will be contained in additional explanatory memoranda.

Notwithstanding the foregoing, it is not envisaged by the Company that any additional offerings of Shares C or Shares D will be made following closure of the Offering Period.

NET ASSET VALUE:

The Net Asset Value of Fund C is expressed in Dollars, and the Net Asset Value of Fund D is expressed in Euros. Calculation of the Net Asset Value of each Fund will be carried out by the Administrator, in accordance with the requirements of the Articles of Association, separately for each Fund within the Company, for which separate books and records will be maintained. The term "Net Asset Value" of a Fund means the Fund's total assets, at fair market value, as attributable to the relevant class of Shares, less the total liabilities of the Fund attributable to the relevant class of Shares, including any accrued but unpaid expenses and reserves for certain circumstances, as determined by the Directors, from time to time. The Net Asset Value of each Fund shall not include the Zero Coupon Notes – USD or the Zero Coupon Notes – EUR (as the case may be), given that the Zero Coupon Notes – USD and the Zero Coupon Notes – EUR will not form part of the assets of the Funds, but rather will form the sole assets of the US\$ Trust and the Euro Trust, respectively. The Zero Coupon Note US\$ Value and the Zero Coupon Note Euro Value (as at each relevant Valuation Date) shall be calculated by the Capital Protection Provider in accordance with the relevant formula specified in this Explanatory Memorandum and provided to the Administrator (in its capacity as trustee of the US\$ Trust and the Euro Trust) within the first five (5) Business Days of the following calendar month.

The Net Asset Value per Share means the net asset value of the relevant Fund which is properly attributable to the class of Shares of which that Share forms a part, divided by the number of Shares of that class which are issued and outstanding.

The valuation of each Fund's assets will be carried out by the Investment Manager or the FCMs. This valuation process aims to provide a fair and accurate valuation of these assets to enable an accurate determination of the Net Asset Value and the Net Asset Value per Share of each Fund. The Investment Manager will also be responsible for ensuring compliance with the Investment Objectives and Policies or any investment restrictions to which the Funds may be subject.

The FCMs are responsible for quoting the value of any single futures position in respect of the individual futures exchanges on which relevant trades on behalf of the Funds are executed. The

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various FCMs appointed by the Investment Manager, for and on behalf of the Funds, are responsible for executing trades and investing the assets of the Funds, in exchange traded futures contracts on various exchanges world-wide. At the end of each trading day, each FCM generates daily statements that detail the daily activity, open positions held along with the cash and treasury bill positions that each respective Fund holds on the books of the FCM. In addition, on a monthly basis, all FCMs generate monthly statements that detail all the trading activity along with all cash transactions that took place for the account of the Funds during that month. The data that makes up the content of the daily and/or monthly statements is produced through a fully automated trading system linked to each individual futures exchange.

Securities for which market quotations are readily available will be valued at their market values. Short-term investments having a maturity of 60 days or less will be valued at cost plus accrued interest.

Listed securities with no FCM quoted price and unlisted equity securities will be valued on the following basis:

- (i) at the mean of the current bid and asked prices, if any, of two reputable brokers, if available; or
- (ii) at acquisition cost (including any stamp duty and other expenses incurred in acquisition); or
- (iii) at the value determined by the most recent revaluation. The Investment Manager may at any time, and shall at such times as the Administrator may request, revalue such securities or engage a professional person that is approved by the Administrator as suitably qualified, to perform such valuation; or
- (iv) in such other manner that represents fair value as determined in good faith by the Investment Manager.

The Investment Manager is responsible, at all relevant times, for monitoring the investment of the assets of the Funds. As an additional safeguard and precaution, the Investment Manager independently tracks the Net Asset Value of the Funds on a daily basis. It will alert the Administrator if there is a material discrepancy noted between the Administrator's calculation of the Net Asset Value of the Funds and the Investment Manager's internal calculation.

On each Valuation Date, the Administrator calculates the Net Asset Value of the Funds based on the monthly statements of the value of the Funds' investments it receives from the Investment Manager and/or the FCMs. Such calculations shall be made as at the last Business Day of each calendar month.

The monthly Net Asset Value of each Fund and the monthly value of each Trust will be produced by the Administrator (in its capacity as Administrator or as trustee of the Trusts, as the case

may be) within the first ten (10) Business Days of the following calendar month. Unaudited quarterly reports (setting forth the portfolio performance of the Funds and the Trusts during the previous quarter) will be sent by the Administrator (in its capacity as Administrator and trustee of the Trusts) via post to the Shareholders within 30 days following the end of each calendar quarter. In addition, the monthly Net Asset Value of each Fund and the monthly value of each Trust may be obtained from the Company's website located at www.superfund.com and from www.bloomberg.com. The annual audited financial reports for each Fund and each Trust will also be made available on www.superfund.com.

The Net Asset Value of the Funds calculated by the Administrator and the value of the Zero Coupon Notes – USD and the Zero Coupon Notes – EUR will be audited and confirmed annually by the Auditors of the Funds. The Auditors, in auditing and confirming the Net Asset Value of the Funds and the value of the Zero Coupon Notes – USD and the Zero Coupon Notes – EUR, will act in accordance with U.S. GAAP and industry's best practices, applied on a consistent basis.

It is important to note that some of the underlying investments of the Funds may not be actively traded and there may be uncertainties involved in the valuation of such investments. Potential investors should be aware that, under such circumstances, the Net Asset Value of the Funds may be adversely affected.

In no event shall the Board of Directors or the Investment Manager incur any individual liability or responsibility for any determination made, or other action taken or omitted by them, in the absence of wilful misfeasance, bad faith or negligence.

SEGREGATED PORTFOLIOS:

The Directors will establish a segregated portfolio for each Fund, which segregated portfolio is designated by reference to each Fund.

The proceeds from the issue of Shares for each class will be applied in the books of the Company to the Fund established for that class. The assets and liabilities and income and expenditure attributable to that Fund shall be applied to such Fund and, subject to the provisions of the Articles of Association, to no other Fund or Segregated Portfolio.

Where any asset is derived from another asset (whether cash or otherwise) such derivative asset shall be applied in the books of the Company to the same Fund as the asset from which it is derived, and on each revaluation of an asset the increase or diminution in value shall be applied to the same Fund and, subject to the provisions of the Articles of Association, to no other Fund or Segregated Portfolio.

Except as otherwise indicated herein, the assets held in each Fund shall be applied solely in respect of the liabilities of such

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Fund, and may only be used to meet liabilities to creditors in respect of the respective Fund and are not available to meet liabilities to creditors in respect of any other Fund or Segregated Portfolio of the Company or to the general creditors of the Company. Any surplus in such Fund shall be held, subject to the provisions of the Articles of Association, for the benefit of the shareholders of the relevant Fund.

In the case of any asset or liability which the Directors do not consider is attributable to a particular Fund, the Directors shall have discretion to determine the basis upon which any asset or liability shall be allocated between or among Funds or other Segregated Portfolios and the Directors shall have power at any time and from time to time to vary such basis.

LISTING:

No application has been made to list the Shares.

HOW TO TRANSFER SHARES:

Shares may be transferred by an instrument in writing in the form attached in Exhibit D to this Explanatory Memorandum or any common form signed by (or, in the case of a body corporate, signed on behalf of or sealed by) the transferor and the transferee. Any transfer of shares shall be subject to the requirements of the Articles of Association. The transferor shall be deemed to remain the holder of the Shares transferred (if applicable) until the name of the transferee is entered in the Register of Members of the Company, which shall be effected by the Company at the end of each month following receipt and acceptance by the Company of the completed and signed share transfer documentation. Each instrument of transfer must relate to a single class of Shares only. No Shares may be transferred if, as a result, either the transferor or the transferee would hold Shares having a value less than the minimum holding required in either of the Funds.

Any transfer of Shares in Fund C and/or Fund D shall automatically effect a transfer of a proportional beneficial interest in the US\$ Trust and/or the Euro Trust, as the case may be.

SWITCHING:

No switching between the Funds is permitted under this Explanatory Memorandum.

REDEMPTION OF SHARES:

Early Redemption of Shares

Shareholders may generally, in accordance with and subject to the applicable provisions of the Articles of Association and the prior notice requirements and other restrictions specified herein, redeem their Shares for amounts of not less than US\$ 5,000 in the case of Fund C and € 5,000 in the case of Fund D prior to the Maturity Date and hence effect an Early Redemption on any Redemption Date at the Early Redemption Price determined as of the applicable Redemption Date. Where Shares are

redeemed before the expiration of six (6) years from the date of subscription an Early Redemption Fee is payable to the Investment Manager (not to the relevant Fund) as follows:

- (i) For Early Redemption on or before the expiration of 24 months from the date of closure of the Offering Period – An Early Redemption Fee of 4 % of the Early Redemption Price;
- (ii) For Early Redemption after 24 months from the date of closure of the Offering Period but on or before 48 months from such date – An Early Redemption Fee of 3 % of the Early Redemption Price;
- (iii) For Early Redemption after 48 months from the date of closure of the Offering Period but on or before 60 months from such date – An Early Redemption Fee of 1 % of the Early Redemption Price; and
- (iv) For Early Redemption after 60 months from the date of closure of the Offering Period – No Early Redemption Fee.

Such Early Redemption Fee shall be attributable to and payable by the relevant Fund out of the redeeming Shareholder's redemption proceeds and shall not be charged to or payable by the corresponding Trust.

Redemptions of Shares in Fund C and/or Fund D shall automatically and proportionally reduce such redeeming Shareholder's beneficial interest in the US\$ Trust and/or Euro Trust, as the case may be.

In no event may a Shareholder make a partial redemption that would result in such Shareholder holding an aggregate Net Asset Value of Shares and a beneficial interest in the relevant Trust of less than US\$ 15,000 (in the case of Fund C and the US\$ Trust) or € 15,000 (in the case of Fund D and the Euro Trust), unless all the Shares held by such Shareholder are redeemed, or such partial redemption is otherwise approved by the Directors in their sole discretion. The Early Redemption Fee may be waived by the Directors in their sole discretion. To effect an Early Redemption, a formal request for redemption of Shares, in the form attached hereto as Exhibit C (the "Redemption Form"), as the same may be updated from time to time by the Administrator, must be received by the Administrator not less than fifteen (15) Business Days before the relevant Redemption Date. The Redemption Form must initially be sent by fax to the Administrator, with any risk of transmission to remain with the Shareholder, and the original Redemption Form must be sent by mail to the Administrator. The Board of Directors may waive or reduce all conditions, periods of notice or restrictions in connection with redemptions at its discretion.

In the event of an Early Redemption by a Shareholder or a compulsory redemption by the Funds in any of the circumstances permitted hereunder or pursuant to the Articles of Association of the Company, the relevant Shareholder (in its capacity as bene-

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fiary of the relevant Trust) shall not be entitled to receive the Capital Protection Amount from the US\$ Trust or the Euro Trust (as the case may be), and the deeds of trust in respect of the US\$ Trust and the Euro Trust will contain provisions regarding the mandatory sale by the US\$ Trust and the Euro Trust (as holders of the Zero Coupon Notes – USD and/or the Zero Coupon Notes – EUR, as the case may be) of such necessary number of Zero Coupon Notes – USD and/or Zero Coupon Notes – EUR back to the Capital Protection Provider in the event of an Early Redemption by a Shareholder in order to fund such Early Redemption.

In the event of an Early Redemption as provided hereunder, the Capital Protection Provider will redeem early on the relevant Redemption Date a number of Zero Coupon Notes – USD and/or Zero Coupon Notes – EUR equal to the number of Shares C and/or Shares D being early redeemed on that same Redemption Date, and pay to the Trustee an amount (subject to the terms of the Zero Coupon Notes – USD, the Zero Coupon Notes – EUR, and the CPP Agreements) equal to the present value of the Capital Protection Amount – USD and/or Capital Protection Amount – EUR. Such present value will be determined on the basis of (i) the period of time remaining from the relevant Redemption Date to the Maturity Date, and (ii) the Capital Protection Provider's interest rates in respect of US\$ and € for such remaining period of time. The Trustee, in cooperation with the Administrator, shall in turn pay to each Shareholder of Fund C and Fund D (in their capacity as beneficiaries of the US\$ Trust and/or the Euro Trust, as the case may be), respectively such present value of the Capital Protection Amount – USD and/or Capital Protection Amount – EUR received from the Capital Protection Provider, against redemption by such Shareholder to the relevant Fund of each Share C and/or each Share D being redeemed early.

In addition, in the event of Early Redemption, Shareholders will receive, in respect of each Share C and/or each Share D being early redeemed, as the case may be, the greater of zero and the NAV per Share C and/or the NAV per Share D from the relevant Fund at the time of the Early Redemption, less any applicable redemption fee or charge as specified in this Explanatory Memorandum.

It is important to note that the redemption price of Shares may be affected by fluctuations in value of the underlying investments of the Funds during the period between the lodgement of a redemption request and the date when the redemption price of Shares is calculated.

The Board of Directors may suspend Net Asset Value calculations and Share redemptions of any Fund during:

- (i) any period when any stock or commodity exchange on which any of the Funds' investments are quoted is

closed, other than for ordinary holidays and weekends, or during periods in which dealings are restricted or suspended;

- (ii) the existence of any state of affairs as a result of which, in the opinion of the Board of Directors, disposal of investments by any Funds would not be reasonably practicable or might prejudice the non-redeeming Shareholders of such Fund;
- (iii) any breakdown in the means of communication normally employed in determining the price or value of any of the Funds' investments, or of current prices in any stock or commodity market as aforesaid; or
- (iv) any period when the transfer of funds involved in the realisation or acquisition of any investments cannot, in the opinion of the Board of Directors, be effected at normal rates of exchange.

The Board of Directors may further limit Early Redemptions as it, in its sole discretion, deems necessary to prevent the Company or any of the Funds from being deemed to be a personal holding company, foreign personal holding fund or controlled corporation under United States tax laws. Where a request for Early Redemption of Shares is not withdrawn, the redemption shall be effected as of the first Redemption Date following the recommencement of redemptions. In addition, the Funds shall not be bound to redeem on any Redemption Date more than 25 % of the number of Shares outstanding in the event that the Board of Directors determines, in its sole discretion, that such restriction is necessary to protect the Funds' assets. If the Funds receive redemption requests on any Redemption Date for an amount exceeding such percentage, it may reduce pro-rata the number of Shares to be redeemed in response to such requests and shall carry forward to the next and each succeeding Redemption Date the balance of the requests until such requests have been complied with in full. The balance of any pre-existing redemption requests that are carried forward shall have priority over any later requests. Consistent with sound business judgement, the Directors will take reasonable steps to limit the duration of any suspension.

All redemption payments will be made in cash. Cash settlements of redemptions will be remitted by wire transfer to the bank account designated in the Shareholder's Application Form, or any other bank account held in the Shareholder's name, as advised in writing by the Shareholder and accepted by the Administrator after any necessary due diligence. The Funds or the Administrator (in its capacity as trustee of the Trusts), as the case may be, shall endeavour to pay such redemption proceeds, less any applicable bank charges or remittance charges, to the redeeming Shareholder within thirty (30) days after the Redemption Date. No payment will be made to a person other

THE OFFERING

than the registered Shareholder. No interest will be paid between the Redemption Date and the date of actual payment.

Compulsory Redemptions

The Company reserves the right, upon not less than 10 days' prior written notice, to require any Shareholder to redeem all or any portion of its Shares if the Company determines or has reason to believe, in its sole discretion that:

- (i) such Shareholder has transferred or attempted to transfer any portion of his Shares in the Funds in violation of the Articles of Association;
- (ii) ownership of such Shares of such Shareholders will cause the Company or any of the Funds to be in violation of, or require registration of any Shares in the Funds under, or subject the Company, Funds, the Investment Manager, Administrator or Capital Protection Provider to additional regulation under the securities or commodities laws of any relevant jurisdiction or the rules of any regulatory organisation applicable to the Funds;
- (iii) continued ownership of such Shares by such Shareholder may be harmful or injurious to the business or reputation of the Company, the Funds, the Investment Manager, Administrator or the Capital Protection Provider or may subject the Company or the Funds or any of the Shareholders to undue risk, adverse tax or other fiscal consequences; or
- (iv) any of the representations and warranties made by any Shareholder in connection with the acquisition of Shares was not true when made or has ceased to be true in any material respect.

In the event of any compulsory redemption, the Early Redemption Price will be calculated in accordance with the same procedure as for Early Redemptions specified above. A Shareholder will have no rights with respect to the Shares to be redeemed after the close of business on the date on which the Early Redemption Price is calculated, except the right to receive the Early Redemption Price as provided herein.

In the event of a compulsory redemption by the Funds in any of the circumstances permitted hereunder or pursuant to the Articles of Association of the Company, the relevant Shareholder shall not be entitled to receive the Capital Protection Amount – USD or Capital Protection Amount – EUR (as the case may be).

TRANSACTIONS WITH CONNECTED PERSONS:

- (i) Cash forming part of the assets of the Funds may be placed on deposit with the Investment Manager, Administrator, Capital Protection Provider or with any connected persons of these companies (being an institution licensed to accept deposits) provided the institution pays interest on such deposits at a rate that is no lower than that which applies, in accordance with normal bank-

ing practice and the commercial rate for deposits of the size of the deposit in question negotiated at arm's length.

- (ii) All transactions carried out by or on behalf of each Fund must be at arm's length and executed on the best available terms. The Investment Manager or connected persons may retain any benefit or profits which they derive from so acting. In any other case, neither the Investment Manager nor their connected persons may receive cash or other rebates from brokers or dealers but may enter into soft commission arrangements for the provision of goods and services which are of demonstrable benefit to investors. Transactions with brokers or dealers connected to the Investment Manager or directors of the Investment Manager or any of their connected persons may not in aggregate account for more than 50 % in value of each of the Funds' transactions in any one financial year of each Fund. Brokerage rates will not be in excess of customary institutional full-service brokerage rates.
- (iii) All connected party transactions will be disclosed in the Funds' annual report.
- (iv) The meaning of "connected persons" as referred to in this Explanatory Memorandum, shall have the same meaning as in the Articles of Association.

PERSONAL DATA:

Personal data provided by a Subscriber on the Application Form and details of transactions or dealings between Shareholders and the Company, acting on behalf of the Funds, the Trustee, the Trusts, and/or the Investment Manager will be used, stored, disclosed and transferred to such persons as the Investment Manager considers necessary, including any member of the Quadriga Group of companies, for any purpose in connection with the services the Company, the Funds, and/or the Investment Manager may provide to Shareholders, and/or in connection with matching against any other personal data held concerning Shareholders. Shareholders have the right to request access to and correction of any personal data or to request that any personal data not be used for direct marketing purposes.

EXECUTION OF INSTRUMENTS IN WRITING:

Any act, matter, deed, agreement, contract, instrument under seal or other instrument or arrangement which is to be binding on or to enure to the benefit of a Fund shall be executed by the Directors of the Company for and on behalf of such Fund which shall be identified or specified, and where in writing it shall be indicated that such execution is in the name of, or by, or for the account of, such Fund.

COMMENCEMENT OF BUSINESS:

The Investment Manager confirms that, as at the date of this Explanatory Memorandum, the Funds have not commenced business and no accounts have been prepared.

BORROWING OF CASH

As a general rule, the Company will not pursue borrowing as an investment policy in respect of the Funds, but is authorised to borrow in order to purchase securities or debt instruments or to fund redemption requests. In any case, however, the Company will adhere to a policy that any borrowing of cash be limited to the equivalent of ten percent (10 %) of the Net Asset Value of each Fund. There are no restrictions on the Company's borrowing capacity other than limitations imposed by any lender, any applicable credit regulations or the requirements of any authority having jurisdiction over the Company or the Funds as shall be in effect at the time. In the event of a loan being made to the Company, the lender must agree that its recourse is limited solely to the assets of the Fund on whose behalf the borrowing is being made.





TAXATION

GENERAL:

The taxation of the Company and its Shareholders under the laws of the Cayman Islands is summarised below. A complete discussion of all tax aspects of an investment in the Funds is beyond the scope of this Explanatory Memorandum.

The summary does not discuss the taxes of any country other than the Cayman Islands. Persons interested in subscribing for Shares are urged to consult their own tax advisers with respect to the tax consequences, including the income tax consequences, if any, to them of the purchase, holding, redemption, sale or transfer of the Shares. Tax consequences may vary depending on the particular status of a Subscriber. In no event will the Company, the Funds, the Board of Directors, the Investment Manager, Administrator (in its capacity as Administrator, Escrow Agent and/or Trustee) or the Capital Protection Provider, their affiliates, their counsel, other professional advisers, employees or agents, be liable to any Shareholder for any tax consequences of an investment in the Funds, whether or not such consequences are described in this Explanatory Memorandum.

This summary is given on the basis of the Investment Manager's understanding of present legislation and practice in Cayman Islands as at the date of this Explanatory Memorandum.

CAYMAN ISLANDS TAX ASPECTS:

The Company has obtained an undertaking from the Governor-in-Council of the Cayman Islands that, in accordance with Section 6 of the Tax Concessions Law (1999 Revision), for a period of twenty (20) years from the date of such undertaking, no laws of the Cayman Islands imposing any tax on profits, income, gains or appreciation shall apply to the Company and that no tax in the nature of estate duty or inheritance tax shall be payable on the Shares, debentures or other obligations of the Company (including the Funds).

Under current Cayman Islands law no tax is charged in the Cayman Islands on profits or gains of the Funds or the Trusts, and dividends are payable to Shareholders of the Funds without deduction of Cayman Islands tax. All distribution on beneficial interests in the Trusts will be received free of all Cayman Islands income and withholding taxes. No stamp duty is levied in the Cayman Islands on the transfer or redemption of Shares or beneficial interests in the Trusts.

The Trustee has applied for, and expects to receive registration of the Trusts as "exempted trusts" pursuant to Section 74 of the Trusts Law (2001 Revision) of the Cayman Islands and, once registered, will apply under Section 81 of such law for tax exemption certificates from the Governor-in-Council of the Cayman Islands to the effect that, for a period of fifty (50) years from the date of creation of the Trusts, no law which is thereafter enacted in the Cayman Islands imposing any tax to be levied on

any income or capital assets or gains or appreciation will apply to any property comprised in, or any income arising under, the Trusts or to the Trustee or any beneficiary of the Trusts in respect of any such property or income.

An annual registration fee will be payable by the Company in the Cayman Islands which will be calculated by reference to the nominal amount of its authorised share capital which, at current rates, will be approximately US\$ 2,400 per annum. In addition, as a segregated portfolio company, the Company is required to pay an annual segregated portfolio company fee of approximately US\$ 2,440, plus an annual fee of approximately US\$ 366 for each Fund and additional Segregated Portfolio (including without limitation the Garant IV Funds), up to a maximum of approximately US\$ 1,830.

Further, a mutual fund registration fee, payable initially on registration of each of the Trusts as a "mutual fund" and thereafter in January of each year, of approximately US\$ 2,450 is payable by each of the Trusts to the Cayman Islands Government. An annual mutual fund registration fee of approximately US\$ 2,450 is also payable in January of each year by the Company to the Cayman Islands Government.

There is at the date of this document no exchange control in the Cayman Islands.

OTHER TAX ISSUES:

The Funds may invest in securities sourced in countries other than the Cayman Islands and the Funds may be subject to income, withholding or other taxation in such other countries. The Shareholders in the Funds may be resident for tax purposes in many different countries and, accordingly, no attempt is made in this Explanatory Memorandum to summarise the tax consequences for every Subscriber who might become a Shareholder of the Funds. Prospective Subscribers therefore should consult their professional advisers on the possible tax consequences of subscribing for, acquiring, holding, transferring or redeeming Shares of the Funds and beneficial interests in the Trusts under the laws of their country of citizenship, residence, domicile or incorporation.

Potential Investors and Shareholders should, prior to investing in Shares, carefully read the Prospectuses in respect of the Zero Coupon Notes and more particularly their Product Conditions and the provisions in respect of taxes and expenses which could affect payment to be made in respect of the Capital Protection Amount.



MUTUAL FUNDS LAW

The Company and each of the Trusts fall within the definition of a “mutual fund” in terms of the Mutual Funds Law (2003 Revision) of the Cayman Islands (the “Law”) and, on the basis that the minimum interest purchasable by a prospective Subscriber in the Funds does not equal or exceed US\$ 50,000 or its equivalent in any other currency, the Company (and the Trusts) are accordingly registered as “administered” mutual funds under that Law. The Company employs a licensed mutual fund administrator, namely the Administrator, to keep both its registered and principal office.

As regulated mutual funds, the Company and the Trusts are subject to the supervision of the Cayman Islands Monetary Authority (the “Authority”). Under the Law the Company and the Trusts must file this Explanatory Memorandum and certain additional prescribed particulars (and any material changes in such details) together with the audited accounts for each Fund and Trust with the Authority and pay a prescribed registration and recurring annual fee, as specified above.

The Authority may at any time instruct the Company to have the accounts of each Fund audited and to submit them to the Authority within such time as the Authority specifies. In addition, the Authority may ask the Directors to give the Authority such information or such explanation in respect of the Company (including the Funds) as the Authority may reasonably require to enable it to carry out its duty under the Law. The same requirements also apply to the Trusts and the Trustee.

The Directors (in the case of the Company) and the Trustee (in the case of the Trusts) must give the Authority access to or provide at any reasonable time all records relating to the Company and the Funds, or the Trusts, as the case may be, and the Authority may copy or take an extract of all records it is given access to. Failure to comply with these requests by the Authority may result in substantial fines on the part of the Directors (in the case of the Company) or the Trustee (in the case of the Trusts) and may result in the Authority applying to the court to have the Company or the Trusts wound up.

The Authority may take certain actions if it is satisfied that a regulated mutual fund is or is likely to become unable to meet its obligations as they fall due or is carrying on or is attempting to carry on business or is winding up its business voluntarily in a manner that is prejudicial to its investors or creditors. The powers of the Authority include inter alia the power to require the substitution of directors (or trustee), to appoint a person to advise the Company on the proper conduct of its and the Funds’ (or Trusts’) affairs or to appoint a person to assume control of the affairs of the Company and the Funds, or the Trusts, as the case may be. There are other remedies available to the Authority including the ability to apply to court for approval of other actions.



ANTI-MONEY LAUNDERING

GENERAL:

Measures aimed at the prevention of money laundering may require Subscribers in the Funds to verify their identity to the Administrator. Depending on the circumstances of each such application, verification may not be required where the Subscriber makes the payment from an account held in the applicant's name at a recognised financial institution, or the application is made through a recognised intermediary. These exceptions will only apply if the financial institution or intermediary referred to above is within a country recognised by the Cayman Islands as having equivalent anti-money laundering regulations.

The Administrator will notify applicants if proof of identity is required and, in such case, the specific guidelines below regarding proof of identity will be applicable. By way of example, individual Subscribers may be required to produce a copy of a passport or identification card duly certified by a public authority such as a notary public, the police or the ambassador of their country of residence, together with evidence of any address such as a utility bill or bank statement. In the case of corporate applicants this may require production of a certified copy of the Certificate of Incorporation (and any change of name) and of the Memorandum and Articles of Association (or equivalent), and of the names and residential and business addresses of all directors and beneficial owners.

The details given above are by way of example only and the Company and the Funds have authorised the Administrator to request such information and documentation as is necessary to verify the identity of a Subscriber. In the event of delay or failure by the applicant to produce any information required for verification purposes, the Administrator may refuse to accept the application and any subscription monies until all requested information has been provided.

Each Subscriber acknowledges that the Administrator shall be held harmless against any loss arising as a result of a failure to process an application for, or redemption of, Shares if such information and documentation as has been requested by the Administrator has not been provided by the applicant. Exemptions to the identification requirements do exist and will be adopted where appropriate by the Administrator.

SPECIFIC GUIDELINES FOR EVIDENCE OF IDENTITY:

Where the Administrator advises that evidence of identity is required, original or certified true copies of the following identification will be required:

a) For individuals:

- (i) evidence of true name, signature and date of birth and photographic identification, (ii) evidence of permanent address; and

- (ii) reference from a bank with whom the individual maintains a current relationship and has maintained such a relationship for at least two years.

(b) For companies:

- (i) copy of memorandum and articles of association (or equivalent), certificate of incorporation and any change of name certificate;
- (ii) certificate of good standing;
- (iii) register or other acceptable list of directors and officers;
- (iv) properly authorised mandate of the company to subscribe in the form, for example, of a certified resolution which includes naming authorised signatories;
- (v) a description of the nature of the business of the company;
- (vi) identification as described for individuals above of at least two directors and authorised signatories;
- (vii) register of members or list of shareholders holding a controlling interest; and
- (viii) identification as described above for individuals who are beneficial owners of corporate shareholders holding 10 % or more of the share capital.

(c) For partnerships and unincorporated businesses:

- (i) a copy of any certificate of registration and certificate of good standing, if registered;
- (ii) identification, as described for individuals and, where relevant, companies above of a majority of the partners, owners or managers and the authorised signatories;
- (iii) a copy of the mandate from the partnership or business authorising the subscription in the form, for example, of a certified resolution which includes naming authorised signatories; and
- (iv) a copy of any constitutional documents.

(d) For trustees:

- (i) identification, as described above for individuals or companies (as the case may be) in respect of the trustees;
- (ii) identification, as described above for individuals, in respect of beneficiaries, any person on whose instructions or in accordance with whose wishes the trustee/nominee is prepared or accustomed to act and of the settlor of the trust; and
- (iii) evidence of the nature of the duties or capacity of the trustee.

ANTI-MONEY LAUNDERING

For the purposes of the Application Form, an “**Approved Country**” means a country that the Money Laundering Regulations of the Cayman Islands, as issued from time to time pursuant to the Proceeds of Criminal Conduct Law of the Cayman Islands, recognises as having equivalent legislation to such regulations and law. The current **Approved Countries** are:

- | | |
|------------------------|--------------------------|
| Argentina | Isle of Man |
| Austria | Italy |
| Australia | Japan |
| Bahamas | Jersey |
| Belgium | Liechtenstein |
| Bermuda | Luxembourg |
| Brazil | Malta |
| British Virgin Islands | Mexico |
| Canada | Netherlands |
| Denmark | New Zealand |
| Finland | Norway |
| France | Panama |
| Germany | Portugal |
| Gibraltar | Singapore |
| Greece | Spain |
| Guernsey | Sweden |
| Hong Kong | Switzerland |
| Iceland | Turkey |
| Ireland | United Kingdom |
| | United States of America |



REPORTS

Each Fund's financial year will end on December 31st of each year (the "Financial Year"), and each Fund's first Financial Year shall end on December 31st, 2004.

Audited financial reports of the Funds and of the Trusts, prepared in accordance with U.S. GAAP, will be sent to Shareholders within 120 days following the end of each financial year (or as soon as possible thereafter) and will also be made available at www.superfund.com. Unaudited quarterly reports (setting forth the portfolio performance of the Funds and the Trusts during the previous quarter) will be sent by the Administrator (in its capacity as Administrator and trustee of the Trusts) via post to the Shareholders within 30 days following the end of each calendar quarter. In addition, the monthly Net Asset Value of each Fund and the value of each Trust may be obtained from the Company's website located at www.superfund.com and from www.bloomberg.com.

GENERAL

COMMENTS

This Explanatory Memorandum does not purport to be and should not be construed as a complete description of the Articles of Association, Escrow Agreement, Administration Agreement, Investment Management Agreement, Trusts or CPP Agreements.

Among other things, the Articles of Association provide certain rights of indemnification in favour of Directors, officers and liquidators of the Company against legal liability and expenses if such persons have acted in accordance with certain standards of conduct. These rights of indemnification do not cover any determination made or other action taken or omitted by such Directors, officers and liquidators of the Company as a result of their gross negligence, fraud or any wilful act or default, or such other standard of liability as may be agreed with the Company.

Copies of the Articles of Association and any other material documents of each Fund and Trust, may be inspected at any time during normal business hours on any Business Day, or purchased at a reasonable fee, at the Company's or Trusts' (as the case may be) registered and principal office. In addition, a copy of the Prospectuses, and General and Product Conditions of the Zero Coupon Notes – USD and Zero Coupon Notes – EUR may be obtained upon request from the Trustee.



PROCEDURE TO PURCHASE SHARES IN THE FUNDS

GENERAL:

The Shares of the Funds are suitable investments only for Subscribers who fully understand, are willing to assume, and have the financial resources necessary to withstand the risks involved in the Funds' specialised investment program and who are able to bear a total loss of their investment.

POTENTIAL SUBSCRIBERS ARE URGED TO CAREFULLY REVIEW THIS EXPLANATORY MEMORANDUM AND ALL MATERIAL AGREEMENTS RELATING TO THIS OFFERING AND CONSULT WITH THEIR OWN COUNSEL AND ADVISERS.

It is the responsibility of each Subscriber to verify that the purchase and payment of the Shares is in compliance with all relevant laws of the Subscriber's jurisdiction of residence.

The Company accepts no responsibility for a Subscriber's failure to conform to any applicable legislative requirement.

The Company will advise each Subscriber of its decision regarding acceptance of an offer to subscribe for Shares. The acceptance or non-acceptance of any subscription application is solely at the discretion of the Funds, and no reason need be given for the non-acceptance of any application.

The issuance of Shares by Fund C and/or Fund D automatically entitles each Subscriber to a beneficial interest in the US\$ Trust and/or the Euro Trust (as the case may be). Each Subscriber's proportional beneficial interest in the US\$ Trust and/or the Euro Trust will be determined on the basis of the Subscriber's then-current holding of Shares issued by Fund C and/or Fund D (as the case may be), as reflected in the Register of Members of Fund C and/or Fund D.

By executing the relevant Application Form, the subscriber acknowledges and agrees that (a) it shall have recourse only to the assets of the relevant Fund in respect of any claim, action, demand or right arising in respect of, or against the Trustee and I/we shall in no circumstances have any recourse to assets or property of the Trustee, unless such loss to me/us arises out of or an act or failure to act as a result of the willful misfeasance or bad faith of the Trustee. Any such claim, action, demand or right existing after the assets of the relevant Fund have been exhausted will be deemed to be discharged and extinguished, and (b) that neither the Trustee nor the Capital Protection Provider are responsible for the contents of this Explanatory Memorandum.

SUBSCRIPTIONS FOR SHARES:

The following instructions are provided to assist in the process of subscribing for Shares in a Fund:

1. You must read the Explanatory Memorandum and the Application Form carefully so that you fully understand all of the provisions.

2. Arrange for the financial institution that is responsible for transferring your Invested Amount – USD and/or Invested Amount – EUR to directly provide the Escrow Agent with the following information:

Name and Address of Financial Institution:

Remitting Payment for Subscriber's Account:

Subscriber's Account Name and Number:

Payment Date:

Please note that the account name above must be identical to the Subscriber's name.

3. Complete, sign and date the Application Form.

4. Wire your Invested Amount – USD in Dollars (for Class C Participating Shares) to the Escrow Agent as follows:

TO: HSBC Bank U.S.A., Inc.
Address: Global Payments and Cash Management
452 Fifth Avenue
New York, NY 10018-2706
United States of America

ABA: 021001088

Swift: HSBCUS33

A/C Name: HSBC Financial Services (Cayman) Limited

A/C No.: 000-05041-5

For further credit to: Escrow Agent re: Superfund Garant V Segregated Portfolio C

Reference: (Investor's name)

OR

Wire your Invested Amount – EUR in Euros (for Class D Participating Shares) to the Escrow Agent as follows:

PROCEDURE TO PURCHASE SHARES IN THE FUNDS

TO: HSBC Bank plc

Address: 27/32 Poultry Street, London EC2P 2BX
United Kingdom

SWIFT: MIDLGB 22

A/C Name: HSBC Financial Services (Cayman) Limited

A/C No.: 35437726

F

or further credit to: Escrow Agent re: Superfund Garant V
Segregated Portfolio D

Reference: (Investor's name)

Please note that, should subscriptions be made in any currency other than Dollars (for Class C Participating Shares) and Euro (for Class D Participating Shares), automatic foreign exchange conversions will take place that, due to currency fluctuations, may result in losses to Subscribers.

5. Fax the entire executed Application Form (3 pages), with original to follow, in accordance with the instructions on the cover page of such Application Form.

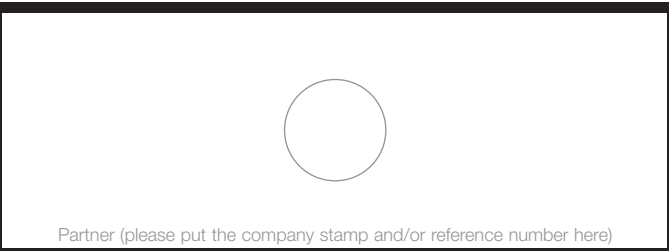


EXHIBIT A APPLICATION FORMS

USD/EUR







Partner (please put the company stamp and/or reference number here)

USD

I/We subscribe for Class C Participating Shares in Superfund Garant V Segregated Portfolio C and for a beneficial interest in the **US\$** Trust (as defined in the Explanatory Memorandum) in the sum of **USD** _____ subject to and upon the terms of the Explanatory Memorandum which I/we have received and read in full.

DETAILS OF THE APPLICANT(S) (please print):

	1 st Applicant	2 nd (or joint) Applicant
Full Name (Mr./Mrs./Ms./Company) (First, Middle and Last Name)	_____	_____
Nationality:	_____	_____
Complete Address:	_____	_____
Mailing address (if different):	_____	_____
Telephone:	_____	_____
Telefax:	_____	_____
E-mail:	_____	_____

In case of joint account please mark one of the following:

Signature of just one of the applicants is required for any transaction.

Signature of both applicants is required for any transaction.

BANK ACCOUNT DETAILS:

Name of Bank: _____

Address of Bank: _____

Account Name: _____ Account Number: _____

Swift Code: _____ Currency of Account: _____

SETTLEMENT METHOD:

Payments may only be accepted from a bank or other financial institution which is not on the FATF list (www.oecd.org/fatf). The payment must identify the originating bank account name (which must agree to investors name on the application form) and the originating bank.

The full amount payable in **USD** will be wired to:

To: HSBC Bank U.S.A., Inc.
Address: Global Payments and Cash Management,
452 Fifth Ave., New York, NY 10018-2706
ABA / SWIFT: 021001088 / HSBCUS33

Account Name: HSBC Financial Services (Cayman) Ltd.
Account Number: 000-05041-5
For further credit to: Escrow Agent re: Superfund Garant V
Segregated Portfolio C
Reference: (Subscriber's name)

I/We hereby confirm that I/We have received and read the current Explanatory Memorandum of the company and expressly acknowledge, agree to and accept all contents, terms and conditions thereof. I/We acknowledge that subscriptions are only valid if made on the basis of these documents. I/We hereby confirm that all the details I/We have submitted are correct and undertake to notify any changes to the Company. I/We offer to subscribe for Participating Shares in the relevant Fund established by the Company as shown in this form on the terms of the current Explanatory Memorandum and at the price determined in accordance with its terms.

SIGNATURE(S):

1st Applicant

2nd or Joint Applicant

Place: _____

Date: _____ / _____ / 200__

DOCUMENTS REQUIRED:

- For all applications, the due diligence information and documentation specified under „Final Declarations“ on the reverse side (paragraph 25) must be provided to the Administrator.
- If you have made your application through a professional adviser, and you have signed a discretionary customer agreement, a certified copy must be provided.
- If a power of attorney is given, a certified copy must be provided.

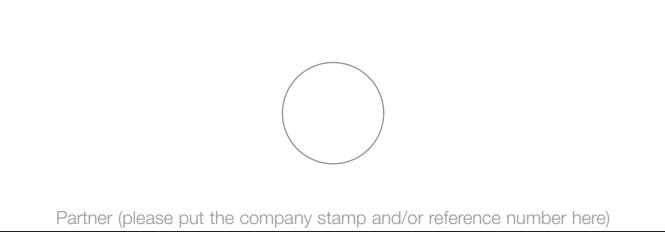
FINAL DECLARATIONS

1. I/we hereby confirm that I/we have taken note of the current prospectus of Superfund Garant V Segregated Portfolio D (the "Fund") and explicitly acknowledge their contents.
2. I/we hereby confirm that all the details I/we have submitted are correct and undertake to notify any changes to the Superfund Garant SPC (the "Company").
3. This application is irrevocable. I/we undertake to transfer for good value the subscription monies for this application in the correct currency to the correct account as indicated herein. I/we understand that in the case of non-payment of the subscription monies with good value the subscription shall be cancelled the day following the value date for payment. The Company has to bear any financial impact of such cancellation, the Company or its agent may take any judicial or non-judicial action against me/us or any representative following such non-payment.
4. This application form may be sent by fax. The Company or its agent shall not be liable for having accepted a subscription made in such manner. I/we undertake, at my/our own expense, to forward the original application form immediately by priority express mail or express courier to the attention of the Company or its agent.
5. The Company or its agent may refuse any application received or cancel an application accepted by fax, should the original application form not be received within five business days following the relevant valuation date. I/we understand that the Company shall bear the financial impact of such cancellation. The Company or its agent may take any judicial or non-judicial action against me/us or any representative in the case of a cancellation following such non-receipt.
6. The subscription monies for this application do not derive from illegal activities as described in the applicable laws and regulations relating to the prevention of money laundering. I/we agree that in the case this application is not accompanied by the documents required under such laws and regulations the application may be suspended until the valuation date when all such documents have been received by the Company or its agent in a form acceptable to the Company or its agent.
7. I/we hereby confirm that I/we am/are the beneficial owner of the transferred money.
8. I/we agree that my/our subscription is subject to allocation and acceptance or rejection by the Company, in whole or in part, in its sole discretion.
9. I/we agree that, if the Company accepts the subscription, it shall be bound by each and every provision of the Memorandum and Articles of Association, as amended from time to time.
10. I/we acknowledge and agree that (i) the Participating Shares subscribed for have not been registered under the U.S. Securities Act of 1933, as amended (the "Act"); and (ii) the offering of Participating Shares in the Fund is limited to "eligible investors" who are non-U.S. Persons ("U.S. Persons" is defined below).
11. I/we represent that I/we am/are not a U.S. Person, and as such, represent that (i) I/we am/are not a citizen, resident or entity organised under the laws of the United States of America, its territories or possessions (hereinafter, collectively referred to as the "United States"); (ii) the beneficial owner of the Participating Shares purchased is not a United States citizen, resident or entity; (iii) if the beneficial owner of the Participating Shares is a publicly-held investment corporation, to the best of the knowledge of the owner or transferee, none of the beneficial interests in the Participating Shares of such corporation are owned, directly or indirectly through foreign entities, by any citizen, resident or entity of the United States; (iv) if the beneficial owner of the Participating Shares is a closely-held corporation, none of the beneficial interest in the Participating Shares of such corporation are owned, directly or indirectly through foreign entities, by any citizen, resident or entity of the United States; (v) I/we will not transfer directly or indirectly any of its Participating Shares or any interest therein (including without limitation any right to receive dividends or other distributions) to a United States citizen, resident or entity; (vi) I/we did not acquire nor will I/we transfer any of its Participating Shares within the United States; (vii) I/we did not engage and will not engage in any activity relating to the sale by me/us of my/our Participating Shares in the United States; and (viii) if any of the foregoing representations cease to be true, the owner or transferee will promptly notify the Company of the facts pertaining to such changed circumstances.
12. I/we represent that I/we am/are not a citizen or resident of the Cayman Islands.
13. I/we acknowledge that (a) I/we have received a copy of the Explanatory Memorandum of the Fund, have read and understood its provisions and am/are familiar therewith, and that all documents, records and books pertaining to the proposed investment in the Fund requested by me/us have been made available to me/us; (b) I/we and my/our representative(s) and advisers have had an opportunity to ask questions of and receive answers from the Company and the Investment Manager (or its agents) concerning the terms and conditions of this investment in the Fund; (c) all such questions have been answered to my/our and to my/our representative(s) and advisers full satisfaction; (d) I/we am/are not relying upon any information or representations other than as expressly contained in the Explanatory Memorandum; and (e) I/we, together with my/our financial, legal and tax advisers, have conducted my/our own independent analysis of the financial, legal and tax risks involved in or resulting from an investment in the Fund.
14. I/we represent that I/we, together with my/our representative(s) and advisers, have sufficient knowledge and experience in financial, legal and tax matters to be capable of evaluating the merits and risks of an investment in the Fund and to make an informed investment decision with respect thereto.
15. I/we represent (if I/we am/are not a natural person) that (i) I/we was/were not formed solely for the purpose of investing in the Fund; (ii) no more than 20 % of my/our assets are being and will be invested in the Fund; and (iii) none of my/our partners, Shareholders or other beneficiaries or owners have the right to elect not to participate in an investment of the Fund, or to be consulted regarding non-participation in an investment of the Fund.
16. I/we represent that I/we have sufficient means to bear the economic risk of losing the entire investment in the Fund.
17. I/we represent that I/we am/are purchasing the Participating Shares in the Fund for my/our own account and not with a view toward resale or redistribution.
18. I/we agree that if any of the statements, representations, warranties or covenants made herein by me/us become untrue or inaccurate, I/we shall immediately at such time notify the Fund in writing.
19. I/we acknowledge that the Application Form is not transferable or assignable and agree that it will not be altered, amended, modified, terminated or rescinded except in writing executed by the Company (on behalf of the relevant Fund) and me/us.
20. I/we agree to indemnify and hold harmless the Company, its managers, directors and officers and the Administrator, the Transfer Agent, the Investment Manager, the Capital Protection Provider, their principals, members and managers, and the Fund from and against any loss, liability, cost or expense (including attorneys' fees, taxes and penalties) which may result, directly or indirectly, from any misrepresentation or breach of any warranty, condition, covenant or agreement set forth herein or in any other document delivered by me/us to the Company or the Fund.
21. If an entity organised under the laws of the Cayman Islands, I/we represent that (i) neither the Company, the Investment Manager nor anyone associated with the Company directly or indirectly solicited my/our investment in the Fund; (ii) I/we requested that the Company furnish me/us with a copy of the Explanatory Memorandum and the Application Form; (iii) I/we, without the direct or indirect solicitation by the Company or the Investment Manager, approached the Investment Manager seeking the opportunity to invest in the Fund; and (iv) I/we have not been invited to subscribe for Participating Shares of the Fund.
22. I/we acknowledge that due to anti-money laundering requirements, the Administrator and transfer agent and/or the Company shall require proof of identity before the application can be processed and the Company, the Fund and/or the Administrator and transfer agent shall be held harmless and indemnified against any loss ensuing due to the failure to process this application, if such information as has been required by the Company, the Fund and/or the Administrator and transfer agent has not been provided by me/us.
23. I/we consent to details relating to my/our application and holdings being disclosed to the Investment Manager or affiliates that perform marketing and investor servicing duties.
24. I/we acknowledge and agree that, in the event of any transfer of my/our Shares to a transferee, I/we shall (in the event that it was previously exempted from doing so) be required to provide to the Administrator and transfer agent such due diligence information and documentation as applicable to me/us pursuant to the Application Form and as otherwise required by the Administrator and transfer agent and that any such transfer of Shares shall be not valid until all required due diligence information and documentation (regarding both me/us, as transferor, and any transferee) has been received by the Administrator and transfer agent to its full satisfaction.
25. I/we acknowledge and agree that I/we will be subject to the following due diligence requirements, and may be required to provide the following due diligence information or documentation, upon request by the Fund or the Administrator and transfer agent:
 - (1) Exemption for subscription debited from bank account in an Approved Country:

If payment for subscriptions is to be made by any electronic means which is effective to transfer funds and the payment is clearly or on the face of it debited from an account in the subscriber's name at a bank registered in the Cayman Islands or that is regulated in and either based or incorporated in or formed under the laws of an "Approved Country" (as defined in the Explanatory Memorandum), then no further identification is required unless specifically requested.
 - (2) General Identification Requirements:

Where the subscriber is unable to comply with paragraph 24, original or certified true copies of the following identification will be required:

 - (a) For individuals:
 - (i) evidence of true name, signature and date of birth and photographic identification.
 - (b) For companies:
 - (i) copy of certificate of incorporation and any change of name certificate;
 - (ii) certificate of good standing;
 - (iii) register or other acceptable list of directors and officers;
 - (iv) properly authorised mandate of the company to subscribe in the form, for example, of a certified resolution which includes naming authorised signatories;
 - (v) identification as described for individuals above of at least two directors and authorised signatories;
 - (vi) register of members or list of shareholders holding a controlling interest; and
 - (vii) identification as described above for individuals who are beneficial owners of corporate shareholders holding 10 % or more of the share capital.
 - (c) For partnerships and unincorporated businesses:
 - (i) a copy of any certificate of registration and certificate of good standing, if registered;
 - (ii) identification, as described for individuals and, where relevant, companies above of a majority of the partners, owners or managers and the authorised signatories;
 - (iii) a copy of the mandate from the partnership or business authorising the subscription in the form, for example, of a certified resolution which includes naming authorised signatories; and
 - (iv) a copy of any constitutional documents.
 - (d) For trustees:
 - (i) identification, as described above for individuals or companies (as the case may be) in respect of the trustees;
 - (ii) identification, as described above for individuals, in respect of beneficiaries, any person on whose instructions or in accordance with whose wishes the trustee/nominee is prepared or accustomed to act and of the settlor of the trust; and
 - (iii) evidence of the nature of the duties or capacity of the trustee.



Partner (please put the company stamp and/or reference number here)



I/We subscribe for Class D Participating Shares in Superfund Garant V Segregated Portfolio D and for a beneficial interest in the **EURO** Trust (as defined in the Explanatory Memorandum) in the sum of **EUR** _____ subject to and upon the terms of the Explanatory Memorandum which I/we have received and read in full.

DETAILS OF THE APPLICANT(S) (please print):

	1 st Applicant	2 nd (or joint) Applicant
Full Name (Mr./Mrs./Ms./Company) (First, Middle and Last Name)	_____	_____
Nationality:	_____	_____
Complete Address:	_____	_____
Mailing address (if different):	_____	_____
Telephone:	_____	_____
Telefax:	_____	_____
E-mail:	_____	_____

In case of joint account please mark one of the following:
 Signature of just one of the applicants is required for any transaction. Signature of both applicants is required for any transaction.

BANK ACCOUNT DETAILS:

Name of Bank: _____
 Address of Bank: _____
 Account Name: _____ Account Number: _____
 Swift Code: _____ Currency of Account: _____

SETTLEMENT METHOD:

Payments may only be accepted from a bank or other financial institution which is not on the FATF list (www.oecd.org/fatf). The payment must identify the originating bank account name (which must agree to investors name on the application form) and the originating bank.

The full amount payable in **EUR** will be wired to:

<p>To: HSBC Bank plc Address: 27/32 Poultry Street, London EC2P 2BX United Kingdom SWIFT: MIDLGB 22</p>	<p>Account Name: HSBC Financial Services (Cayman) Ltd. Account Number: 35437726 For further credit to: Escrow Agent re: Superfund Garant V Segregated Portfolio D (Subscriber's name) Reference:</p>
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I/We hereby confirm that I/We have received and read the current Explanatory Memorandum of the company and expressly acknowledge, agree to and accept all contents, terms and conditions thereof. I/We acknowledge that subscriptions are only valid if made on the basis of these documents. I/We hereby confirm that all the details I/We have submitted are correct and undertake to notify any changes to the Company. I/We offer to subscribe for Participating Shares in the relevant Fund established by the Company as shown in this form on the terms of the current Explanatory Memorandum and at the price determined in accordance with its terms.

SIGNATURE(S):

_____ 1 st Applicant	_____ 2 nd or Joint Applicant
Place: _____	Date: _____ / _____ / 200__

DOCUMENTS REQUIRED:

- For all applications, the due diligence information and documentation specified under „Final Declarations“ on the reverse side (paragraph 25) must be provided to the Administrator.
- If you have made your application through a professional adviser, and you have signed a discretionary customer agreement, a certified copy must be provided.
- If a power of attorney is given, a certified copy must be provided.

FINAL DECLARATIONS

1. I/we hereby confirm that I/we have taken note of the current prospectus of Superfund Garant V Segregated Portfolio D (the "Fund") and explicitly acknowledge their contents.
2. I/we hereby confirm that all the details I/we have submitted are correct and undertake to notify any changes to the Superfund Garant SPC (the "Company").
3. This application is irrevocable. I/we undertake to transfer for good value the subscription monies for this application in the correct currency to the correct account as indicated herein. I/we understand that in the case of non-payment of the subscription monies with good value the subscription shall be cancelled the day following the value date for payment. The Company has to bear any financial impact of such cancellation, the Company or its agent may take any judicial or non-judicial action against me/us or any representative following such non-payment.
4. This application form may be sent by fax. The Company or its agent shall not be liable for having accepted a subscription made in such manner. I/we undertake, at my/our own expense, to forward the original application form immediately by priority express mail or express courier to the attention of the Company or its agent.
5. The Company or its agent may refuse any application received or cancel an application accepted by fax, should the original application form not be received within five business days following the relevant valuation date. I/we understand that the Company shall bear the financial impact of such cancellation. The Company or its agent may take any judicial or non-judicial action against me/us or any representative in the case of a cancellation following such non-receipt.
6. The subscription monies for this application do not derive from illegal activities as described in the applicable laws and regulations relating to the prevention of money laundering. I/we agree that in the case this application is not accompanied by the documents required under such laws and regulations the application may be suspended until the valuation date when all such documents have been received by the Company or its agent in a form acceptable to the Company or its agent.
7. I/we hereby confirm that I/we am/are the beneficial owner of the transferred money.
8. I/we agree that my/our subscription is subject to allocation and acceptance or rejection by the Company, in whole or in part, in its sole discretion.
9. I/we agree that, if the Company accepts the subscription, it shall be bound by each and every provision of the Memorandum and Articles of Association, as amended from time to time.
10. I/we acknowledge and agree that (i) the Participating Shares subscribed for have not been registered under the U.S. Securities Act of 1933, as amended (the "Act"); and (ii) the offering of Participating Shares in the Fund is limited to "eligible investors" who are non-U.S. Persons ("U.S. Persons" is defined below).
11. I/we represent that I/we am/are not a U.S. Person, and as such, represent that (i) I/we am/are not a citizen, resident or entity organised under the laws of the United States of America, its territories or possessions (hereinafter, collectively referred to as the "United States"); (ii) the beneficial owner of the Participating Shares purchased is not a United States citizen, resident or entity; (iii) if the beneficial owner of the Participating Shares is a publicly-held investment corporation, to the best of the knowledge of the owner or transferee, none of the beneficial interests in the Participating Shares of such corporation are owned, directly or indirectly through foreign entities, by any citizen, resident or entity of the United States; (iv) if the beneficial owner of the Participating Shares is a closely-held corporation, none of the beneficial interest in the Participating Shares of such corporation are owned, directly or indirectly through foreign entities, by any citizen, resident or entity of the United States; (v) I/we will not transfer directly or indirectly any of its Participating Shares or any interest therein (including without limitation any right to receive dividends or other distributions) to a United States citizen, resident or entity; (vi) I/we did not acquire nor will I/we transfer any of its Participating Shares within the United States; (vii) I/we did not engage and will not engage in any activity relating to the sale by me/us of my/our Participating Shares in the United States; and (viii) if any of the foregoing representations cease to be true, the owner or transferee will promptly notify the Company of the facts pertaining to such changed circumstances.
12. I/we represent that I/we am/are not a citizen or resident of the Cayman Islands.
13. I/we acknowledge that (a) I/we have received a copy of the Explanatory Memorandum of the Fund, have read and understood its provisions and am/are familiar therewith, and that all documents, records and books pertaining to the proposed investment in the Fund requested by me/us have been made available to me/us; (b) I/we and my/our representative(s) and advisers have had an opportunity to ask questions of and receive answers from the Company and the Investment Manager (or its agents) concerning the terms and conditions of this investment in the Fund; (c) all such questions have been answered to my/our and to my/our representative(s) and advisers full satisfaction; (d) I/we am/are not relying upon any information or representations other than as expressly contained in the Explanatory Memorandum; and (e) I/we, together with my/our financial, legal and tax advisers, have conducted my/our own independent analysis of the financial, legal and tax risks involved in or resulting from an investment in the Fund.
14. I/we represent that I/we, together with my/our representative(s) and advisers, have sufficient knowledge and experience in financial, legal and tax matters to be capable of evaluating the merits and risks of an investment in the Fund and to make an informed investment decision with respect thereto.
15. I/we represent (if I/we am/are not a natural person) that (i) I/we was/were not formed solely for the purpose of investing in the Fund; (ii) no more than 20 % of my/our assets are being and will be invested in the Fund; and (iii) none of my/our partners, Shareholders or other beneficiaries or owners have the right to elect not to participate in an investment of the Fund, or to be consulted regarding non-participation in an investment of the Fund.
16. I/we represent that I/we have sufficient means to bear the economic risk of losing the entire investment in the Fund.
17. I/we represent that I/we am/are purchasing the Participating Shares in the Fund for my/our own account and not with a view toward resale or redistribution.
18. I/we agree that if any of the statements, representations, warranties or covenants made herein by me/us become untrue or inaccurate, I/we shall immediately at such time notify the Fund in writing.
19. I/we acknowledge that the Application Form is not transferable or assignable and agree that it will not be altered, amended, modified, terminated or rescinded except in writing executed by the Company (on behalf of the relevant Fund) and me/us.
20. I/we agree to indemnify and hold harmless the Company, its managers, directors and officers and the Administrator, the Transfer Agent, the Investment Manager, the Capital Protection Provider, their principals, members and managers, and the Fund from and against any loss, liability, cost or expense (including attorneys' fees, taxes and penalties) which may result, directly or indirectly, from any misrepresentation or breach of any warranty, condition, covenant or agreement set forth herein or in any other document delivered by me/us to the Company or the Fund.
21. If an entity organised under the laws of the Cayman Islands, I/we represent that (i) neither the Company, the Investment Manager nor anyone associated with the Company directly or indirectly solicited my/our investment in the Fund; (ii) I/we requested that the Company furnish me/us with a copy of the Explanatory Memorandum and the Application Form; (iii) I/we, without the direct or indirect solicitation by the Company or the Investment Manager, approached the Investment Manager seeking the opportunity to invest in the Fund; and (iv) I/we have not been invited to subscribe for Participating Shares of the Fund.
22. I/we acknowledge that due to anti-money laundering requirements, the Administrator and transfer agent and/or the Company shall require proof of identity before the application can be processed and the Company, the Fund and/or the Administrator and transfer agent shall be held harmless and indemnified against any loss ensuing due to the failure to process this application, if such information as has been required by the Company, the Fund and/or the Administrator and transfer agent has not been provided by me/us.
23. I/we consent to details relating to my/our application and holdings being disclosed to the Investment Manager or affiliates that perform marketing and investor servicing duties.
24. I/we acknowledge and agree that, in the event of any transfer of my/our Shares to a transferee, I/we shall (in the event that it was previously exempted from doing so) be required to provide to the Administrator and transfer agent such due diligence information and documentation as applicable to me/us pursuant to the Application Form and as otherwise required by the Administrator and transfer agent and that any such transfer of Shares shall be not valid until all required due diligence information and documentation (regarding both me/us, as transferor, and any transferee) has been received by the Administrator and transfer agent to its full satisfaction.
25. I/we acknowledge and agree that I/we will be subject to the following due diligence requirements, and may be required to provide the following due diligence information or documentation, upon request by the Fund or the Administrator and transfer agent:
 - (1) Exemption for subscription debited from bank account in an Approved Country:

If payment for subscriptions is to be made by any electronic means which is effective to transfer funds and the payment is clearly or on the face of it debited from an account in the subscriber's name at a bank registered in the Cayman Islands or that is regulated in and either based or incorporated in or formed under the laws of an "Approved Country" (as defined in the Explanatory Memorandum), then no further identification is required unless specifically requested.
 - (2) General Identification Requirements:

Where the subscriber is unable to comply with paragraph 24, original or certified true copies of the following identification will be required:

 - (a) For individuals:
 - (i) evidence of true name, signature and date of birth and photographic identification.
 - (b) For companies:
 - (i) copy of certificate of incorporation and any change of name certificate;
 - (ii) certificate of good standing;
 - (iii) register or other acceptable list of directors and officers;
 - (iv) properly authorised mandate of the company to subscribe in the form, for example, of a certified resolution which includes naming authorised signatories;
 - (v) identification as described for individuals above of at least two directors and authorised signatories;
 - (vi) register of members or list of shareholders holding a controlling interest; and
 - (vii) identification as described above for individuals who are beneficial owners of corporate shareholders holding 10 % or more of the share capital.
 - (c) For partnerships and unincorporated businesses:
 - (i) a copy of any certificate of registration and certificate of good standing, if registered;
 - (ii) identification, as described for individuals and, where relevant, companies above of a majority of the partners, owners or managers and the authorised signatories;
 - (iii) a copy of the mandate from the partnership or business authorising the subscription in the form, for example, of a certified resolution which includes naming authorised signatories; and
 - (iv) a copy of any constitutional documents.
 - (d) For trustees:
 - (i) identification, as described above for individuals or companies (as the case may be) in respect of the trustees;
 - (ii) identification, as described above for individuals, in respect of beneficiaries, any person on whose instructions or in accordance with whose wishes the trustee/nominee is prepared or accustomed to act and of the settlor of the trust; and
 - (iii) evidence of the nature of the duties or capacity of the trustee.

EXHIBIT B TERM SHEETS
ZERO COUPON NOTES - USD AND ZERO
COUPON NOTES - EURO







ABN·AMRO

USD PASS THROUGH NOTE MATURING MARCH 1, 2013 (ISIN: XS0179609119)
LINKED TO THE NON VOTING PARTICIPATING REDEEMABLE:
CLASS C SHARES OF
SUPERFUND GARANT V SEGREGATED PORTFOLIO C

APPLICATION FORM FOR SUBSCRIPTION
Please fax this form and mail the original to:

ABN AMRO Bank N.V., London branch
250 Bishopsgate, EC2M 4AA
London, United Kingdom
Att. GEDD Transactions and Settlements
Fax. +44 207 678 1051

A. APPLICATION

I/We wish to apply for the subscription of:

USD Pass Through Notes Maturing March 1, 2013 (ISIN: XS0179609119) linked to the non-voting participating redeemable Class C shares of Superfund Garant V Segregated Portfolio C up to an aggregate principal amount of:

USD _____

Final applications are subject to contract, compliance procedures, issue of the Notes, market conditions and issue price.

B. APPLICATION (one form per applicant)

NAME:* _____

OCCUPATION: _____

ADDRESS: _____

CITY: _____

ZIP/POST CODE: _____

STATE/PROVINCE/COUNTRY: _____

*specify if: private person, partnership company, corporate, trust, fund or any other legal or other entity

C. CONTACT DETAILS

CONTACT NAME(S): _____

TELEPHONE: _____

MOBILE: _____

FAX: _____

E-MAIL: _____

D. ACCEPTANCE OF APPLICATION SIGNATURE

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

DECLARATION LETTER IN CONNECTION WITH THE APPLICATION FORM IN RESPECT OF THE

USD Pass Through Note Maturing March 1, 2013 (ISIN: XS0179609119) (the "USD Notes") linked to the Non Voting Participating Redeemable **CLASS C SHARES SUPERFUND GARANT V SEGREGATED PORTFOLIO C**

TO: ABN AMRO BANK N.V. London Branch, 250 Bishopsgate, EC2M 4AA London, England, United Kingdom
ATTENTION: GEDD Transactions and Settlements, Fax. +44 207 678 1051

Dear Sir/Madam,

We refer to our Application Form dated _____ in respect of the above mentioned USD Notes (the "Notes") and whereby we have made an application aggregate principal amount of:

USD _____ in respect of the USD Notes.

In connection with our Application Form and the possible purchase by us from you of Notes from time to time, by signing and returning this letter we represent, warrant, agree and acknowledge to the Issuer and its subsidiaries and affiliates that (which representations, agreements and warranties shall be deemed to be repeated by us on each of the launch and issue date(s) of the relevant Notes, with reference to the facts and circumstances then subsisting):

We are empowered, authorised and qualified to consummate the purchase of any Notes. Furthermore, the person signing this letter on our behalf has been duly authorised by us to do so.

The purchase of Notes by us from time to time is in compliance with and will not violate any applicable laws and all approvals, consents, registrations and filings necessary or appropriate in connection therewith have been duly obtained and complied with or made, as the case may be.

The purchase of Notes by us from time to time constitutes our legal, valid and binding obligations enforceable in accordance with their terms.

We understand and each of the accounts on behalf of which we are purchasing the Notes understands that the Notes have not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act") and shall not be offered or sold, directly or indirectly, within the United States. We agree, on our own behalf and on behalf of any accounts for which we are acting that if we should resell, pledge or otherwise transfer such Notes (or any interest in such Notes), such Notes (or interests in such Notes) may be resold, pledged or transferred only (A) to the ABN AMRO BANK N.V. (the "Issuer") or any affiliate thereof or (B) outside the United States in compliance with Rule 903 or 904 of Regulation S under the Securities Act.

We confirm that we have received a copy of the offering supplement in respect of the Notes and the Explanatory Memorandum in respect of the fund(s) constituting the underlyings of the Notes (the "Funds" or the "Fund") and such other information as we have deemed necessary in order to make our investment decision for each of the accounts on behalf of which we are acting or will obtain the same before making any investment decision.

We are outside the United States and not a U.S. person (as defined under the Securities Act) and we are not purchasing Notes for the account or benefit of a U.S. persons.

We and each of the accounts on whose behalf we are acting have such knowledge, sophistication and experience in financial and business matters as to be capable of evaluating the merits and risks of our investment in the Notes, and are able to bear the economic risk of our investment.

We will determine or have determined each of the accounts on whose behalf we are acting has the capability (either through itself or through its independent advisors) to understand the nature, material terms, conditions and risks of the Notes and determine or have determined that the Securities are a suitable and appropriate investment for each of such accounts.

We acknowledge that, with respect to any Notes, by our purchase of such Notes, we will be deemed to have acknowledged that (a) neither we nor any of the accounts on whose behalf we are acting will rely or have relied on any investigation that the Issuer, any of its affiliates or any person acting on their behalf may have conducted with respect to the Fund to which the Notes relate or the management companies for such Fund (each a "Management Company"), and none of such persons has made or will make any representation to us, express or implied, with respect to any Fund or any Management Company; (b) we have conducted and relied on our own investigation with respect to any Fund or any Management Company; and (c) we have received all information that we believe is necessary or appropriate in connection with the Fund and the Management Company.

We acknowledge that (i) none of the Issuer or any person representing the Issuer or you has made any representation to us with respect to the Issuer or the offering or sale of any Notes, other than as contained in the general conditions and product conditions and other parts of the offering sup-

plement (if applicable) related to any Notes, and (ii) we have had access to such financial and other information concerning the Issuer and the Notes as we have deemed necessary in connection with our investment decision to purchase the Notes for each of the accounts on whose behalf we are acting.

We on our behalf and on behalf of the accounts for whom we are acting acknowledge that the Issuer and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agree that, if any of the acknowledgements, representations and warranties made in connection with our purchase of Notes are no longer accurate, we shall promptly notify the Issuer and we have full power to, and do, make those foregoing acknowledgements, representations and agreements on behalf of such account.

We agree to indemnify and hold harmless the Issuer, its subsidiaries, any of its affiliates acting on its or their behalf or any person acting on its or their behalf against all losses, liabilities, claims, costs, charges and expenses which they may incur by reason of our failure to fulfil any of the terms, conditions or agreements of this letter or by reason of any breach of our representations, warranties and acknowledgements herein.

We consent to the Issuer making a notation on its records or giving instructions to its transfer agent in order to implement the restrictions on transfer set forth and described herein.

We confirm that the persons for whose account we will be acquiring Notes will satisfy any and all suitability standards for investors in investments of the Securities imposed by the jurisdiction of their residence.

We on our behalf and on behalf of the accounts for whom we are acting acknowledge that in the event that the Notes are terminated earlier than the relevant maturity date(s), such Notes are no longer capital protected and the redemption amount may be less than the principal amount of the relevant Notes.

We confirm that the persons for whose account we are acquiring the Notes will have sufficient funds in the currency in respect of which the Notes are denominated on or before the close of the relevant launch period(s) of the Notes issued from time to time or other date(s) specified by the Issuer from time to time in order to make payments to the Issuer in respect of the purchase of such Notes.

You are entitled to rely upon this letter and you are irrevocably authorised to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby.

We have completed in respect of the accounts for which we are acting all necessary due diligence as required by the relevant anti-money laundering laws/regulations of the relevant jurisdictions and we have sufficient information to independently verify the true name and address of holders of such accounts. In the event of any inquiry from the relevant authorities in the UK, we will make available to you copies of the relevant records which verify such account holders' true name and address for the purposes of satisfying such authority. To the best of our knowledge and belief, we are unaware of any activities in which any of the accounts for which we are acting engages which leads us to suspect that any of such account holders are involved in money laundering.

This letter shall be governed by English law.

SIGNATURE: _____ NAME: _____ TITLE: _____ DATE: _____



ABN·AMRO

EUR PASS THROUGH NOTE MATURING MARCH 1, 2013 (ISIN: XS0179609382)
LINKED TO THE NON VOTING PARTICIPATING REDEEMABLE:
CLASS D SHARES OF
SUPERFUND GARANT V SEGREGATED PORTFOLIO D

APPLICATION FORM FOR SUBSCRIPTION
Please fax this form and mail the original to:

ABN AMRO Bank N.V., London branch
250 Bishopsgate, EC2M 4AA
London, United Kingdom
Att. GEDD Transactions and Settlements
Fax. +44 207 678 1051

A. APPLICATION

I/We wish to apply for the subscription of:

EUR Pass Through Notes Maturing March 1, 2013 (ISIN: XS0179609382) linked to the non-voting participating redeemable Class D shares of Superfund Garant V Segregated Portfolio D up to an aggregate principal amount of:

EUR _____

Final applications are subject to contract, compliance procedures, issue of the Notes, market conditions and issue price.

B. APPLICATION (one form per applicant)

NAME:* _____

OCCUPATION: _____

ADDRESS: _____

CITY: _____

ZIP/POST CODE: _____

STATE/PROVINCE/COUNTRY: _____

*specify if: private person, partnership company, corporate, trust, fund or any other legal or other entity

C. CONTACT DETAILS

CONTACT NAME(S): _____

TELEPHONE: _____

MOBILE: _____

FAX: _____

E-MAIL: _____

D. ACCEPTANCE OF APPLICATION SIGNATURE

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

DECLARATION LETTER IN CONNECTION WITH THE APPLICATION FORM IN RESPECT OF THE

EUR Pass Through Note Maturing March 1, 2013 (ISIN: XS0179609382) (the "EUR Notes") linked to the Non Voting Participating Redeemable **CLASS D SHARES SUPERFUND GARANT V SEGREGATED PORTFOLIO D**

TO: ABN AMRO BANK N.V. London Branch, 250 Bishopsgate, EC2M 4AA London, England, United Kingdom
ATTENTION: GEDD Transactions and Settlements, Fax. +44 207 678 1051

Dear Sir/Madam,

We refer to our Application Form dated _____ in respect of the above mentioned EUR Notes (the "Notes") and whereby we have made an application aggregate principal amount of:

EUR _____ in respect of the EUR Notes.

In connection with our Application Form and the possible purchase by us from you of Notes from time to time, by signing and returning this letter we represent, warrant, agree and acknowledge to the Issuer and its subsidiaries and affiliates that (which representations, agreements and warranties shall be deemed to be repeated by us on each of the launch and issue date(s) of the relevant Notes, with reference to the facts and circumstances then subsisting):

We are empowered, authorised and qualified to consummate the purchase of any Notes. Furthermore, the person signing this letter on our behalf has been duly authorised by us to do so.

The purchase of Notes by us from time to time is in compliance with and will not violate any applicable laws and all approvals, consents, registrations and filings necessary or appropriate in connection therewith have been duly obtained and complied with or made, as the case may be.

The purchase of Notes by us from time to time constitutes our legal, valid and binding obligations enforceable in accordance with their terms.

We understand and each of the accounts on behalf of which we are purchasing the Notes understands that the Notes have not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act") and shall not be offered or sold, directly or indirectly, within the United States. We agree, on our own behalf and on behalf of any accounts for which we are acting that if we should resell, pledge or otherwise transfer such Notes (or any interest in such Notes), such Notes (or interests in such Notes) may be resold, pledged or transferred only (A) to the ABN AMRO BANK N.V. (the "Issuer") or any affiliate thereof or (B) outside the United States in compliance with Rule 903 or 904 of Regulation S under the Securities Act.

We confirm that we have received a copy of the offering supplement in respect of the Notes and the Explanatory Memorandum in respect of the fund(s) constituting the underlyings of the Notes (the "Funds" or the "Fund") and such other information as we have deemed necessary in order to make our investment decision for each of the accounts on behalf of which we are acting or will obtain the same before making any investment decision.

We are outside the United States and not a U.S. person (as defined under the Securities Act) and we are not purchasing Notes for the account or benefit of a U.S. persons.

We and each of the accounts on whose behalf we are acting have such knowledge, sophistication and experience in financial and business matters as to be capable of evaluating the merits and risks of our investment in the Notes, and are able to bear the economic risk of our investment.

We will determine or have determined each of the accounts on whose behalf we are acting has the capability (either through itself or through its independent advisors) to understand the nature, material terms, conditions and risks of the Notes and determine or have determined that the Securities are a suitable and appropriate investment for each of such accounts.

We acknowledge that, with respect to any Notes, by our purchase of such Notes, we will be deemed to have acknowledged that (a) neither we nor any of the accounts on whose behalf we are acting will rely or have relied on any investigation that the Issuer, any of its affiliates or any person acting on their behalf may have conducted with respect to the Fund to which the Notes relate or the management companies for such Fund (each a "Management Company"), and none of such persons has made or will make any representation to us, express or implied, with respect to any Fund or any Management Company; (b) we have conducted and relied on our own investigation with respect to any Fund or any Management Company; and (c) we have received all information that we believe is necessary or appropriate in connection with the Fund and the Management Company.

We acknowledge that (i) none of the Issuer or any person representing the Issuer or you has made any representation to us with respect to the Issuer or the offering or sale of any Notes, other than as contained in the general conditions and product conditions and other parts of the offering sup-

plement (if applicable) related to any Notes, and (ii) we have had access to such financial and other information concerning the Issuer and the Notes as we have deemed necessary in connection with our investment decision to purchase the Notes for each of the accounts on whose behalf we are acting.

We on our behalf and on behalf of the accounts for whom we are acting acknowledge that the Issuer and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agree that, if any of the acknowledgements, representations and warranties made in connection with our purchase of Notes are no longer accurate, we shall promptly notify the Issuer and we have full power to, and do, make those foregoing acknowledgements, representations and agreements on behalf of such account.

We agree to indemnify and hold harmless the Issuer, its subsidiaries, any of its affiliates acting on its or their behalf or any person acting on its or their behalf against all losses, liabilities, claims, costs, charges and expenses which they may incur by reason of our failure to fulfil any of the terms, conditions or agreements of this letter or by reason of any breach of our representations, warranties and acknowledgements herein.

We consent to the Issuer making a notation on its records or giving instructions to its transfer agent in order to implement the restrictions on transfer set forth and described herein.

We confirm that the persons for whose account we will be acquiring Notes will satisfy any and all suitability standards for investors in investments of the Securities imposed by the jurisdiction of their residence.

We on our behalf and on behalf of the accounts for whom we are acting acknowledge that in the event that the Notes are terminated earlier than the relevant maturity date(s), such Notes are no longer capital protected and the redemption amount may be less than the principal amount of the relevant Notes.

We confirm that the persons for whose account we are acquiring the Notes will have sufficient funds in the currency in respect of which the Notes are denominated on or before the close of the relevant launch period(s) of the Notes issued from time to time or other date(s) specified by the Issuer from time to time in order to make payments to the Issuer in respect of the purchase of such Notes.

You are entitled to rely upon this letter and you are irrevocably authorised to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby.

We have completed in respect of the accounts for which we are acting all necessary due diligence as required by the relevant anti-money laundering laws/regulations of the relevant jurisdictions and we have sufficient information to independently verify the true name and address of holders of such accounts. In the event of any inquiry from the relevant authorities in the UK, we will make available to you copies of the relevant records which verify such account holders' true name and address for the purposes of satisfying such authority. To the best of our knowledge and belief, we are unaware of any activities in which any of the accounts for which we are acting engages which leads us to suspect that any of such account holders are involved in money laundering.

This letter shall be governed by English law.

SIGNATURE: _____ NAME: _____ TITLE: _____ DATE: _____

EXHIBIT C REDEMPTION FORM





REDEMPTION FORM FOR
CLASS C PARTICIPATING SHARES IN RESPECT
OF SUPERFUND GARANT V SEGREGATED
PORTFOLIO C AND
CLASS D PARTICIPATING SHARES IN RESPECT
OF SUPERFUND GARANT V SEGREGATED
PORTFOLIO D
SUPERFUND GARANT SPC (THE "COMPANY")

To: HSBC Financial Services (Cayman) Limited
Strathvale House
North Church Street
P.O. Box
Grand Cayman
Cayman Islands
Facsimile: +1 345 949 7634

Swift Code/ABA:

Bank Branch and Address:

Date:

Name:

Address:

Beneficiary Account Number:

Beneficiary name:

I hereby instruct you to redeem:

- _____ Class C Participating Shares/Class D Participating Shares (delete one) in the Company; OR
- all of my Class C Participating Shares/Class D Participating Shares (delete one) in the Company,

Kind regards,

Signature:

and to wire the total amount to the account of:

Bank Name:

Signature:



EXHIBIT D TRANSFER FORM





TRANSFER FORM FOR
CLASS C PARTICIPATING SHARES IN
RESPECT OF SUPERFUND GARANT V SEG-
REGATED PORTFOLIO C
AND
CLASS D PARTICIPATING SHARES IN
RESPECT OF SUPERFUND GARANT V SEG-
REGATED PORTFOLIO D
SUPERFUND GARANT SPC (THE
"COMPANY")

TO:

HSBC Financial Services (Cayman) Limited
Strathvale House
North Church Street
P.O. Box 1109GT
Grand Cayman
Cayman Islands
Facsimile: +1 345 949 7634

DATE:

THE TRANSFEROR:

1. I _____ Passport/Identity card,

Certificate of incorporation No. _____ and Passport/Identity card of signing persons.

2. I _____ Passport/Identity card,

Certificate of incorporation No. _____ and Passport/Identity card of signing persons.

THE TRANSFEREE:

1. I _____ Passport/Identity card,

Certificate of incorporation No. _____ and Passport/Identity card of signing persons.

2. I _____ Passport/Identity card,

Certificate of incorporation No. _____ and Passport/Identity card of signing persons.

THE TRANSFEROR (S) AS STATED ABOVE WILL TICK THIS PART:

I/we, the above mentioned transferor hereby instruct you:

- to transfer all my/our Class C Participating Shares/Class D Participating Shares (delete as applicable), of the Company, to the above mentioned transferee; OR
 - to transfer _____ of my/our Class C Participating Shares/Class D Participating Shares (delete as applicable), of the Company, to the above mentioned transferee,
- (the "Shares").

THE TRANSFEREE (S) AS STATED ABOVE WILL TICK THIS PART:

I/we, the above mentioned transferee, hereby accept from transferor:

- all the Shares indicated above in the Company from the above mentioned transferor; OR
- _____ of the shares of the Company from the above mentioned transferor.

The Transferor and the Transferee both acknowledge and agree that, in the event of acceptance of the transfer of Shares by the Company, the Transferor shall (in the event that it was previously exempted from doing so) be required to provide to the Administrator such due diligence information and documentation as applicable to such Transferor, as indicated in the section "Anti-Money Laundering" in the Explanatory Memorandum.

The Transferee hereby confirms that it has received and read the current Explanatory Memorandum and if available, the most recent annual report and accounts of the relevant Fund and expressly acknowledge, agree to and accept all contents, terms and conditions thereof, and expressly acknowledges and agrees that it shall provide any and all due diligence information and/or documents as may be requested from time to time by the Administrator. The Transferee acknowledges that this transfer of Shares is only valid if made on the basis of these documents.

The Transferee further acknowledges and agrees that, in order for this transfer of Shares to be valid and accepted by the Company, it is required to complete and execute an Application Form (in the relevant form attached to the Company's most recent Explanatory Memorandum).

Signature(s) of the Transferor(s):

Name:

Name:

Signature/s of the Transferee/s:

Name:

Name:

