

# Genesis Clean Tech Fund Ltd.

## **Confidential Information Memorandum**

**Genesis Clean Tech Fund Ltd.**

*A British Virgin Islands Company*

**Private Offering of**

**5,000,000 Preference Shares**  
*(denominated in US\$)*

**CONFIDENTIAL**

**No:** \_\_\_\_\_

Issued to: \_\_\_\_\_

**Telekurs: CH002709431**  
**ISIN: VGG382801063**

**May 27<sup>th</sup>, 2009 (revised)**

# Genesis Clean Tech Fund Ltd.

## Notice

The circulation and distribution of this Confidential Information Memorandum as the same may be supplemented, amended and restated from time to time (the “Memorandum”) and the offering of 5,000,000 non-voting, participating Preference Shares of US\$ 0.01 par value each of the Genesis Clean Tech Fund Ltd. (the “Fund”) offered hereunder in certain jurisdictions may be restricted by law. This Memorandum does not constitute an offer or solicitation to anyone in any jurisdiction in which such an offer or solicitation is not authorised, or to any person to whom it is unlawful to make such an offer or solicitation. Persons into whose possession this document comes are required by the Investment Manager to inform themselves about and observe any such restrictions. If in any doubt about the contents of this Information Memorandum, a professional adviser should be consulted.

Genesis Clean Tech Fund Ltd. is a professional mutual fund and will be open to “Professional Investors” as defined in the Mutual Funds Act and by the Financial Supervision (Professional Investor Fund) (Exemption) Order 1999 of the B.V.I. A “Professional Investor” is defined as a person whose ordinary business involves, whether for his own account or for the account of others, the acquisition or disposal of property of the same kind as the property, or a substantial part of the property which will be owned by the Fund, as detailed in this Memorandum, or a person who has signed a declaration that he has a net worth in excess of USD 1,000,000 and he consents to being treated as a Professional Investor.

Neither the Fund nor the Shares described in this Memorandum have been or will be registered under the Securities Laws of the United States or the Securities Laws of any of the States of the United States or any other jurisdiction. The direct or indirect ownership of such Shares by “Prohibited Investors” including “United States Persons” (as defined herein under the caption “SHARES OF THE FUND”- “Eligible Investors and Restrictions on Transfer of Shares”) is prohibited.

**Belgium:** The Fund’s Shares have not been registered in Belgium. The offer has not been notified to, and this Memorandum has not been approved by, the Belgian Banking and Finance Commission (Commission Bancaire et Financière/Commissie voor het Bank- en Financiewezen). Accordingly, the offer may not be advertised, the securities may not be offered or sold, and no prospectus, information circular, brochure or similar document may be distributed, directly or indirectly, to any persons in Belgium other than institutional investors referred to in article 3, 2° of the Belgian royal decree of 7 July, 1999 on the public character of financial transactions, acting for their own account.

**France:** The Fund’s Shares have not been registered in France. The Shares offered hereby do not comply with the conditions imposed by French law for issuance, distribution, sale, public offering, solicitation and advertising within France. The distribution of this Memorandum and the offering of Shares in the Fund in France are therefore restricted by French law. Prospective shareholders should inform themselves as to the restrictions with respect to the manner in which they may dispose of the Shares in France.

**Germany:** The Fund’s Shares have not been registered in the Federal Republic of Germany and there are restrictions on the offer and sale of securities in Germany. Any person who is in possession of this Memorandum understands that no action has or will be taken, which would allow an offering of the Shares to the public in Germany. Accordingly, the Shares of the Fund may not be offered, sold or delivered and neither this Memorandum nor any other offering materials relating to the Shares may be distributed or made available to the public in Germany. Individual sales of the Shares to any person in Germany may only be made according to German securities, tax and other applicable laws and regulations.

## Genesis Clean Tech Fund Ltd.

**Hong Kong:** The content of this Memorandum has not been reviewed by any regulatory authority in Hong Kong. The Fund is not authorised by the Securities and Futures Commission in Hong Kong pursuant to Section 104 of the Securities and Futures Ordinance of Hong Kong and a copy of this Memorandum has not been registered by the Registrar of Companies in Hong Kong pursuant to Section 342C of the Companies Ordinance of Hong Kong. Hong Kong citizens / residents are not able to buy shares in the Fund. The Fund is not authorized to sell shares in Hong Kong to Hong Kong residents / citizens. Application forms from investors domiciled in Hong Kong will not be accepted by the Manager.

**Italy:** The Fund's Shares have not been registered in Italy. The offering of the Shares has not been registered with or approved by CONSOB (Commissione Nazionale per le Società e la Borsa) or any other regulatory authority in Italy. Accordingly, the Shares may not be publicly offered in Italy and nothing shall be construed as a solicitation to the public at large. This Memorandum is solely intended for the individuals to whom it is delivered and may not be considered or used as a public offering in the meaning of and for the purpose of Art. 94 Legislative Decree No. 58/98. In addition, any person who is in possession of this Memorandum understands that no action has or will be taken which would allow an offering of the Shares to the public in Italy. Accordingly, the Shares may not be offered, sold or delivered and neither this Memorandum nor any other offering materials relating to the Shares may be distributed or made available to the public in Italy. Individual sales of the Shares to any person in Italy may only be made according to Italian securities, tax and other applicable laws and regulations.

**Japan:** The Fund's Shares have not been registered pursuant to the Securities and Exchange Law of Japan or will be registered with respect to the solicitation of the application for the acquisition of Shares of the Fund. No transfer of Shares may be made in Japan except for the transfer by each investor of its Shares to only one person. This Offering Memorandum is confidential and is intended solely for the use of its recipient. Any duplication or redistribution of this Offering Memorandum is prohibited. The recipient of this Offering Memorandum, by accepting delivery thereof, agrees to return it and all related documents to the Fund or its placement agent if the recipient elects not to purchase any of the Shares offered hereby or if requested earlier by the Fund or its placement agent. Neither the return of the principal amount invested nor the distribution of profit from the investment is guaranteed. Only qualified institutional investors (as set out in the Securities and Exchange Law of Japan) are allowed to apply for the purchase of the Fund as a result of a private placement, and there are limitations on the reselling of these products.

**The Netherlands:** The Fund's Shares have not been registered in The Netherlands. The Fund is not registered with, nor is the Fund subject to supervision by the Dutch authorities. The Shares offered hereby may not be offered, transferred, sold or delivered to any individual or legal entities other than individuals or a legal entity as part of their initial distribution, or at any time thereafter, who or which trade or invest in investments in the conduct of their profession, or trade within the meaning of section 1 of the regulation dated 9 October 1990 regarding the implementation of section 14 of the Wet Toezicht Beleggingsinstellingen (act on the supervision of investment institutions), as amended from time to time, such as banks, brokers, dealers, insurance companies, pension funds or other institutional investors and commercial enterprises which regularly, as an ancillary activity, invest in investments, including treasuries of large institutions.

**Switzerland:** The Shares have not been registered in Switzerland. The Fund has not been authorized by the Swiss Federal Banking Commission as a foreign investment fund pursuant to the Swiss Federal Act on Collective Investment Schemes of June 2006. Accordingly, the Shares may not be offered or distributed on a professional basis in or from Switzerland, neither this Memorandum nor any other offering material relating to the Shares may be distributed in connection with any such offering or distribution. Shares may only be offered and the Memorandum may only be distributed in

# Genesis Clean Tech Fund Ltd.

Switzerland to a limited number of investors without any public offering. Recipients of the document in Switzerland should not pass it on to anyone without first consulting their legal or other appropriate professional adviser.

**United Kingdom:** The Fund's Shares have not been registered in the United Kingdom. This Memorandum is being distributed only to and is directed at (a) persons who have professional experience in matters relating to investments falling within Article 19(1) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2001 (the "Order") (b) high net worth entities, and other persons to whom it may otherwise lawfully be communicated, falling within Article 49(1) of the Order or (c) certified high net worth individual in accordance with Article 48 of the Order (all such persons together being referred to as "relevant persons"). This Memorandum is exempt from the general restriction in Section 21 of the Financial Services and Markets Act 2000 ("FSMA") on the communication of invitations or inducements to engage in investment activity (within the meaning of Section 21 of the FSMA) on the grounds that it is made to such relevant persons. The investments to which this document relates are available only to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire such investments will be engaged in only with, relevant persons. Any person who is not a relevant person should not act or rely on this document or any of its contents. A certified high net worth individual is a person who (a) has a current certificate of high net worth signed by his accountant or employer and dated within the period of 12 months ending with the date of this Memorandum complying with Article 48(3) of the Order, and (b) has signed, within the period of 12 months ending with the date of distribution of the document, the statement referred to in Article 48(2)(b) of the Order. The content of this Memorandum has not been approved by an authorized person and, unless the exemption contained in Article 48 of the Order or any other exemption contained in the Order applies, the content of this Memorandum would otherwise have required such approval. Reliance on this Memorandum for the purpose of engaging in any investment activity may expose you to a significant risk of losing all of the property invested. If you are in any doubt about the investment to which the Memorandum relates, you should consult an authorized person specializing in advising on similar investments.

The Fund's Shares have not been registered in any country of the European Union. The Fund is not registered with, nor is the Fund subject to supervision by the authorities of any of the member countries of the European Union. The Fund's Shares are not authorized for public sale in or from any member country of the European Union. Prospective shareholders should inform themselves as to the restrictions with respect to the manner in which they may dispose of the Shares in any country of the European Union.

This Memorandum and its contents are confidential and should not be distributed, published or reproduced (in whole or in part) or disclosed by recipients to any other person.

The Fund's portfolios are subject to market fluctuations and there can be no assurance that appreciation will occur or that loss will not be realized; the value of investments may fall as well as rise.

An investment in the Fund should be considered speculative, as there can be no assurance that the Investment Manager's assessment of asset allocation will prove accurate. Because of the risks involved, an investment in the Fund is only suitable for sophisticated investors who are able to bear the loss of a substantial portion or even all the money they invest in the Fund.

Investors in the Fund are assumed to be sophisticated investors and to have sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks.

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# Genesis Clean Tech Fund Ltd.

## SYNOPSIS

The information set out below should be read in conjunction with the full text of this document, from which it is derived and it is qualified in its entirety by the Fund's Memorandum and Articles of Association.

Administrator: TMF FundAdministrators B.V., Westblaak 89, P.O. Box 25121, 3001 HC Rotterdam, The Netherlands.

Annual Accounting Date: December 31.

Auditor: Deloitte Accountants B.V., Orlyplein 10, P.O. Box 58110, 1040 HC Amsterdam, The Netherlands.

Authorised shares: The Fund is authorised to issue 5,000,100 shares divided into: 100 ordinary shares of US\$ 1 par value per share, such shares having full voting, but no participation rights (the "Ordinary Shares") and 5,000,000 Preference Shares having limited voting rights, but entitled to participate in the profits and surplus assets (the "Preference Shares"). The shares being offered hereby shall be 5,000,000 Preference Shares of US\$ 0.01 par value each. Unless the context otherwise requires, references herein to "Shares" are references to the Preference Shares of Genesis Clean Tech Fund Ltd. (the "Shares"). All of the Ordinary Shares are held by ICG International Limited. Holders of the Ordinary Shares do not participate in the profits of the Fund or distributions of surplus assets upon the liquidation of the Fund. Holders of the Ordinary Shares are only entitled to the return of any par value on a winding up.

Banker & Custodian: Pictet & Cie Banquiers, Route des Acacias 60, 1211 Geneva 73, Switzerland.

Board: The board of directors of the Fund.

Business Day: Any day when banks are open for business in Switzerland.

B.V.I Legal Advisors: Maples and Calder, Princes Court, 7 Princess Street, London, EC2R 8AQ, United Kingdom.

Currency: The Fund's functional currency is the US Dollar Single Currency the US Dollar (US\$).

Dealing Day: The first Business Day of each calendar month following the initial issuance of Shares, or such other days as may from time to time be determined by resolution of directors, for the purposes of issuing the Shares.

Distribution Policy: The Fund expects to accumulate all capital gains and receipts and will not make distributions for the foreseeable future. The Fund reserves the right to change this policy.

## Genesis Clean Tech Fund Ltd.

Domicile:	British Virgin Islands (“B.V.I.”).
Fund Promoter	ICG Investment Management (Europe) Ltd., 26 Eduard Bernstein Street, Tel Aviv 63408, Israel.
Fund Promoter fee	One point 2 percent (1.2%) per annum, calculated on the monthly net assets of the Fund under management, after providing for subscriptions and redemptions, and payable on a quarterly basis in arrears.
Initial Offering Period	The period ending on May 31 <sup>st</sup> 2009.
Investment Manager:	ICG Investment Management (ASIA) Limited. Suite E 8/F, World Trust Tower, 50 Stanley Street, Central, Hong Kong.
Investment Objective:	Capital appreciation in relation to the expansion and proliferation of clean technologies and the companies expected to benefit from the development, advancement and use of these technologies with an emphasis on broad diversification.
Issue Price:	Prices are determined by reference to the Net Asset Value of the Preference Shares in US\$. During the Initial Offering Period, Shares will be offered at US\$ 100 per Share.
Legal structure:	BVI Business Company formed as an open-ended investment company under the BVI Business Companies Act, 2004 (as amended) on the 12 <sup>th</sup> of January, 2009 The Fund is “Recognised” as a Professional Mutual Fund under the British Virgin Islands Mutual Funds Act of 1996 (as amended).
Management Fee:	Zero point eight (0.8 %) per annum, calculated on the monthly net assets of the Fund under management, after providing for subscriptions and redemptions, and payable on a quarterly basis in arrears.
Minimum Initial Subscription:	US\$ 100,000. The Board shall have the power to accept smaller subscriptions in its sole discretion.
Minimum Subsequent Subscription:	US\$ 50,000 The Board shall have the power to accept smaller subscriptions in its sole discretion.
Net Asset Value:	The Net Asset Value of the Preference Shares as described herein.
Net Asset Value Per Share:	The Net Asset Value Per Share shall be the amount equal to the Net Asset Value of the assets relating to the Preference Shares, divided by the number of issued Preference Shares as described herein.

## Genesis Clean Tech Fund Ltd.

Privacy Notice:	Non-public personal information received by the Fund and the Investment Manager with respect to shareholders that are natural persons will not be shared with unaffiliated third parties which are not service providers to the Fund without prior notice to the shareholders, except as required by applicable law including without limitation the various anti-money laundering provisions that may be applicable to the Fund.
Prohibited Person	Any person who is prohibited from being an investor in the Fund more particularly defined in the Section hereof headed “SHARES OF THE FUND – Eligible Investors”.
Prohibited Investors	U.S. Persons and Hong Kong residents/citizens.
Redemption Day:	The last Business Day of each calendar month following the initial issuance of Shares, or such other days as may from time to time be determined by resolution of directors, for the purposes of redeeming Shares pursuant to the Articles of Association.
Reporting:	Audited annual reports, brief monthly statements.
Security Numbers:	TELEKURS: CH002709431 ISIN: VGG382801063
Subscription/Redemption:	Subscriptions are allowed monthly with a notice of at least 10 Business days prior to the Dealing Day on which prospective investors wish to be issued with Shares, and redemptions are permitted monthly on a Redemption Day with at least 10 Business Days prior notice.
Subscription Fee:	Up to 4% of the Fund’s Net Asset Value may be charged to the investor on all subscriptions. Such Subscription Fee may be waived by the Board in its sole discretion.
Switching Fee:	A fee of 0.5% may be charged by the Manager when a Shareholder switches his investment in the Fund to any other ICG group fund. When a Shareholder decides to switch his investment, the Subscription Fee will be waived at such an event.
Transfers:	No transfers of Shares may be made without the prior written consent of the Board. Such consent may be withheld in the sole discretion of the Board.
U.S. Person:	Any United States Person as per the definition assigned to it in the Section of this Memorandum headed “SHARES OF THE FUND-Eligible Investors”.
Valuation Day:	The last Business Day of each calendar month, or such other days as may from time to time be determined by resolution of directors.

# Genesis Clean Tech Fund Ltd.

## INTRODUCTION

This Confidential Information Memorandum as the same may be supplemented, amended and restated from time to time (the “Memorandum”) is furnished to each potential investor solely for the purpose of evaluating an investment in Genesis Clean Tech Fund Ltd. (the “Fund”) Preference Shares offered hereby. The information contained herein may not be reproduced or used in whole or in part for any other purpose or made available to anyone not directly concerned with the decision regarding such investment.

The Fund is an open-ended investment company incorporated and registered in the British Virgin Islands under the BVI Business Companies Act, 2004 (as amended), on the 12<sup>th</sup> of January, 2009. The Fund is “Recognised” as a Professional Mutual Fund as defined in the Mutual Funds Act, 1996 (as amended) of the B.V.I. (the “Act”). Clause 12 of the Memorandum of Association states that any invitation to subscribe for or purchase Shares to be issued by the Fund shall be made to Professional Investors within the meaning of the Act.

As a Professional Mutual Fund, the Fund is required to be recognized under the Act, and will be required to pay an annual recognition fee of USD 350 (which may change from time to time). Such recognition does not involve an examination of the merits of an investment in the Fund and does not necessarily entail substantive supervision of the investment performance or portfolio constitution of the Fund by the Government of the B.V.I. or the Financial Services Commission. There is no financial obligation or compensation scheme imposed on or by the Government of the B.V.I. in favour of or available to the investors in the Fund.

As an entity regulated under the Act, the Fund will be subject to the supervision of the Financial Services Commission in the B.V.I., which is authorized by the Act to direct the Fund to furnish information or provide access to any records, books or other documents which it deems necessary to ascertain compliance with the Act or any regulations made under the Act.

The Fund is authorised to issue 5,000,100 shares divided into: 100 ordinary shares of par value US\$ 1 per share carrying voting rights (the “Ordinary Shares”) and 5,000,000 preference shares of US\$ 0.01 par value per share which all have limited voting rights. (the “Preference Shares”). This offering document refers to the offering of Preference Shares, which will be issued to investors, none of whom may be “Prohibited Investors” (as defined in “SHARES OF THE FUND”).

All of the Ordinary Shares have been issued to ICG International Limited the ultimate holding Company of the Investment Manager. The holder of the Ordinary Shares shall exclusively possess the voting power of the Fund for all purposes, including the right to elect and remove directors of the Fund. Notwithstanding the foregoing, any proposed amendments to the Fund's Memorandum and Articles of Association adversely affecting the rights attached to the Preference Shares is subject to the written consent of seventy-five percent (75%) of the issued Preference Shares and seventy-five percent (75%) of the issued shares of any other class of shares which may be affected by the variation. Preference Shares are redeemable at the election of the holders thereof, subject to the Act and the Fund's Articles of Association. Under certain circumstances and in the sole discretion of the Fund's Board, the Fund may suspend redemption rights. (See “Redemption of Shares”).

The Fund may be voluntarily liquidated under Part XII of the BVI Business Companies Act if it has no liabilities or it is able to pay its debts as they become due. If the Fund shall be wound up, the liquidator may, in accordance with a Resolution of Members, divide amongst the members in specie or in kind the whole or any part of the assets of the Fund (whether they shall consist of property of the same kind or not) and may for such purpose set such value as he deems fair upon any such property to be divided as aforesaid and may determine how such division shall be carried out as

## Genesis Clean Tech Fund Ltd.

between the members or different classes of members. The liquidator may vest the whole or any part of such assets in trustees upon such trust for the benefit of the contributors as the liquidator shall think fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

An investment in the Fund's Shares, including fractional shares, up to 3 decimal places, unless otherwise specified, may be suitable for medium to long term investors who do not require immediate liquidity for their investments. Prospective investors should consult their own professional advisors as to legal, tax or other matters relative to the suitability of their investment in the Shares.

No person has been authorised to make any representations concerning the Fund or its Shares that are inconsistent with those contained in this Memorandum and the Fund and its directors accept no responsibility for any representations so made.

Subscriptions for Shares will be initially solicited during an Initial Offering Period, which will end on 31<sup>st</sup> of May 2009. During the Initial Offering Period, Shares will be issued at US\$ 100 per Share. After the Initial Offering Period, Shares will be offered on each Dealing Day at the Net Asset Value ("NAV") Per Share on the Valuation Day immediately preceding the Dealing Day or the date by which cleared funds have been received in relation to the subscription, whichever is the later. The Minimum Initial Subscription for the Fund's Preference Shares is US\$ 100,000. The Board has the authority to accept smaller subscriptions. The Minimum Subsequent Subscription is US\$ 50,000 or such smaller subscription as the Board may accept from time to time.

The Fund is a British Virgin Islands Business Company and as such is not currently subject to British Virgin Islands taxes on profits or income, gains or appreciation. Prospective investors should consult with their own professional advisor as to any individual tax liability resulting from an investment in Shares.

In order to comply with the provisions of the Mutual Funds Act, 1996 of the B.V.I., which became effective as of January 2, 1998, the Fund is recognized as a Professional Mutual Fund. No invitation to subscribe for Shares will be made to the general public.

### ***British Virgin Islands Mutual Funds Act Disclosure***

The British Virgin Islands Mutual Funds Act 1996 was approved on June 6, 1996 and was implemented on January 2, 1998 in order to regulate Mutual Funds, Managers and Administrators carrying on business in or from the territory of the British Virgin Islands (the "BVI").

Three types of funds are defined and regulated by the Act:

- A Public Fund;
- A Professional Fund; and
- A Private Fund.

The Fund received recognition under the Act as a Professional Fund. A Professional Fund is defined as a mutual fund:

- The shares of which are made available only to Professional Investors and the initial investment in which, in respect of the majority of such investors, is not less than one hundred thousand dollars in US currency or its equivalent in any other currency; or

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- Is designated as a Professional Fund by regulations.

A “Professional Investor” is defined as a person whose ordinary business involves, whether for his own account or the account of others, the acquisition or disposal of property of the same kind as the property, or a substantial part of the property, of the Fund or a person who has signed a declaration that he has a net worth in excess of USD 1,000,000 and he consents to being treated as a Professional Investor.

The Act also provides for a Professional Fund to be able to commence business for up to fourteen days before submitting its application for recognition.

To be recognised under the Act an annual fee of USD 350 is payable by the Fund.

**RECOGNITION UNDER THE ACT SHOULD NOT BE TAKEN TO IMPLY THAT THE FUND HAS BEEN APPROVED BY ANY REGULATORY AUTHORITY IN ANY COUNTRY SUCH AS THE UNITED STATES, THE UNITED KINGDOM, HONG KONG OR ANY OTHER JURISDICTION OTHER THAN THE BVI AND IT IS INTENDED THAT ANY POTENTIAL SHAREHOLDERS OF THE FUND PARTICIPATE ON THE BASIS THAT THEY CAN AFFORD TO LOOSE ALL OR A SUBSTANTIAL PORTION OF THEIR INVESTMENT.**

# Genesis Clean Tech Fund Ltd.

## **DIRECTORS AND OTHER APPOINTMENTS**

### **Directors**

Rossan Corporate Management Ltd.  
Mrs. K. Sawai

### **Registered Address of Fund**

TMF Place, P.O. Box 964  
Road Town, Tortola  
British Virgin Islands

### **Administrator**

TMF FundAdministrators B.V.  
Westblaak 89  
P.O. Box 25121  
3001 HC Rotterdam  
The Netherlands

### **Auditor**

Deloitte Accountants B.V.  
Orlyplein 10  
P.O. Box 58110  
1040 HC Amsterdam  
The Netherlands

### **Banker**

PICTET & CIE, BANQUIERS  
Route des Acacias 60  
1211 Geneva 73  
Switzerland

### **Custodian**

PICTET & CIE, BANQUIERS  
Route des Acacias 60  
1211 Geneva 73  
Switzerland

### **Investment Manager**

ICG Investment Management (ASIA) Limited.  
Suite E 8/F  
World Trust Tower  
50 Stanley Street  
Central, Hong Kong

# Genesis Clean Tech Fund Ltd.

## **Fund Promoter**

ICG Investment Management (Europe) Ltd.  
26, Eduard Bernstein Street  
Tel-Aviv 63408  
Israel

## **Legal Counsel**

*On matters of British Virgin Islands law*

Maples and Calder  
Princes Court  
7 Princes Street  
London EC2R 8AQ  
United Kingdom

# Genesis Clean Tech Fund Ltd.

## INVESTMENT OBJECTIVE, INVESTMENT STRATEGY, INVESTMENT EXPOSURE AND BORROWING POLICY OF THE FUND

### Investment Objective

Capital appreciation in relation to the expansion and proliferation of clean technologies and the companies expected to benefit from the development, advancement and use of these technologies with an emphasis on broad diversification.

The Fund is aimed at investors with a medium to long term investment outlook.

**There can be no assurance that the Fund's objectives will be achieved and investment results may vary substantially over time.**

### Investment Strategy

#### Principal Investment Strategies

- The fund will target opportunities in light of global concern for the environment and the emergence of **new industries** as a result this trend.
- The fund will invest in a diversified portfolio of listed companies whose earnings are primarily derived from the development and provision of clean technologies and who have achieved a certain **level of maturity** in both their business model and technology.
- Diversification across the clean tech arena - including investment in the following **areas of innovation** – renewable energy (including wind and solar, hydro, tidal wave, geothermal), energy efficiency (better use of energy generation, batteries, fuel cells), water purification, pollution reduction, recycling, energy recovery and efficiency materials.
- Diversification **across geographies** - the fund will invest in a wide range of clean tech firms across all major global equity markets with emphasis on the developed economies of the U.S. the EU and Asia.
- The fund intends to invest in both individual stocks and baskets of listed securities such as Exchange Traded Funds (ETF's).

The Fund shall have ability to hold 100% of its assets in cash and other liquid assets such as bank deposits and treasury bills under the following conditions –

- 1) Pending investment of the proceeds of the offering of shares
- 2) Where exceptional market conditions so warrant such as a market crash or a major crisis which in the reasonable opinion of the Manager would likely have a significant detrimental effect on the performance of the fund.

Under such circumstances the Manager may –

- a) arrange for the sale of exposed investments at the best price attainable under the circumstances and,
- b) transfer the proceeds of such sale up to 100% into liquid assets as described above.

# Genesis Clean Tech Fund Ltd.

**There can be no assurance that the Fund's Investment Strategy will be successful and investment results may vary substantially over time.**

## **Investment Exposure Policy**

The Investment Manager may seek to provide a target **Investment Exposure of up to 150 %** of the prevailing Net Asset Value depending on various factors such as market conditions and prevailing interest rates and subject to trading performance. The Investment Manager will continually monitor the fund to ensure there is sufficient Trading Capital available to support the desired investment exposure.

In the event market conditions change, the Investment Manager may revise the Investment Exposure significantly lower or even reduce the Investment exposure completely.

In order to achieve the target Investment Exposure, the Investment Manager may utilize various arrangements with financial institutions and investment vehicles which may include Financing Arrangements.

## **Borrowing Policy**

The Directors of the Fund have the power to borrow and may do so not only to meet redemptions which would otherwise result in the Fund having prematurely to realise investments but also as part of the Investment Strategy and as means of increasing exposure as defined in the Investment Strategy. In addition, the Fund may also borrow to cover late subscriptions pursuant to the Subscription Agreement and the approval of the Administrator. Such borrowings will in aggregate, not exceed 150% of the Net Asset Value of the Fund at the time of borrowing.

Should the limit stated above be exceeded as a result of changes in the value or contraction of the Fund through redemptions, then further borrowing will be precluded until such time as the limit is restored.

# Genesis Clean Tech Fund Ltd.

## **RISK FACTORS**

Prospective investors should give careful consideration to the following risk factors in evaluating the merits and suitability of an investment in the Fund as they relate specifically to Shares or to the Fund in general, as the context requires. The following does not purport to be a comprehensive summary of all of the risks associated with an investment in the Fund. Accordingly, the following are only certain risks to which the Fund is subject, and the directors wish to encourage prospective investors to consult their own legal, tax and financial advisors regarding the desirability of an investment in the Fund.

An investment in the Fund should be considered speculative especially as the Fund may apply significant leverage of up to 150 % of its net assets, and there can be no assurance that the Investment Manager's assessment of asset allocation will prove accurate. Because of the risks involved, an investment in the Fund is only suitable for sophisticated investors who are able to bear the loss of a substantial portion or even all the money they invest in the Fund.

Investors in the Fund are assumed to be sophisticated investors and to have sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks.

By signing the Subscription Form, each investor represents that he satisfies these and other criteria and that he is acquiring Shares for investment purposes.

### **New Enterprise; Potential of Loss**

As of the date of this Memorandum, the Fund is a new enterprise with no operating history. Accordingly, an investment in the Fund entails a high degree of risk. There can be no assurance that the Fund will achieve its investment objective or that the strategies described herein will be successful.

### **General Considerations**

An investment in the Fund entails certain particular risks and special considerations, which include the following:

***Overall Investment Risk.*** All securities investments risk the loss of all invested capital. Many unforeseeable events, including legislative and regulatory changes and international economic and political developments, may cause sharp market fluctuations which could adversely affect the Fund, and there can be no assurance that the Fund will not incur substantial losses.

***Concentration of Investments.*** The Fund will invest most of its assets in companies that are specialized in Clean Technology. The Fund could be subject to significant losses if it holds a large position in a particular investment area such as Clean Technology that declines in value or is otherwise adversely affected, including default of the issuer. Investors should note that the Clean Technology industry is relatively young and may experience more fluctuations and higher volatility than those of more traditional industries.

***Limited Liquidity of Fund Shares.*** Shares of the Fund are significantly less liquid than marketable securities investments and there is no secondary market for the Shares. Although the Shares are transferable, there are restrictions on transfer. A shareholder will have the right to redeem his Shares at Net Asset Value Per Share, but only on a Redemption Day and upon ten (10) days prior written notice. The Fund may also suspend the calculation of Net Asset Value and the redemption of Shares

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under certain circumstances and may determine to distribute Fund assets in kind if to satisfy Share redemptions.

***Investment Manager Discretion.*** The Fund's shareholders will have no opportunity to select or evaluate any fund investments or allocations. All investments and allocations will be determined by the Investment Manager. The likelihood that Fund shareholders will realise income or gain will depend on the skill and expertise of the Investment Manager.

***Increased Exposure Risk.*** The Fund can apply significant leverage up to 150% makes an investment in the Fund speculative and only suitable for sophisticated investors who are able to bear the loss of a substantial portion or even all the money they invest in the Fund.

***Reliance on Investment Manager.*** The Fund's success depends on the skill and acumen of the Investment Manager for making investment decisions for the Fund. If the Investment Manager should cease to participate in the Fund's business, the Fund's ability to select attractive investments and manage its portfolio could be severely impaired. Further, there can be no assurance that (a) the Fund's investment objectives will be realised, (b) the Fund's investment strategy will prove successful, or (c) investors will not lose a substantial portion of their investment in the Fund.

***Conflicts of Interest.*** Various conflicts between the interests of the Investment Manager and its principals and the interests of the Fund may arise from time to time. Any compensation fee sharing that a fund may offer with respect to an investment in the fund will be retained by the Investment Manager.

***Economic Conditions.*** Changes in economic conditions, including, for example, interest rates and inflation rates, industry conditions, government regulation, competition, technological developments, political and diplomatic events and trends, tax laws and innumerable other factors, can effect substantially and adversely the business and prospects of the Fund. None of these conditions is within the control of the Investment Manager or the Fund.

***No Distributions.*** The Fund does not anticipate making annual distributions to its shareholders. To the extent income is realised by the Fund, the Investment Manager shall reinvest such income on behalf of the Fund. In the event that distributions are declared, they will be out of (i) net income and (ii) the net of realised and unrealised gains and losses.

***Lack of Participation by Shareholders.*** Fund shareholders have no right to participate in the operations or management of the Fund, and the Shares are non-voting shares.

***Possible Indemnification Obligations; Litigation.*** The Fund has agreed to indemnify, among others, the directors, the Administrator, the Investment Manager, the Fund's promoter, the Custodian, the Banker and each of their respective agents, principals, officers, employees, and affiliates under certain circumstances. In the event that the Fund or party which the Fund has agreed to indemnify was named as a defendant in a complaint, lawsuit, or regulatory action stemming from the conduct of the Fund's business, the Fund may bear the additional costs of defending and indemnifying against such action and would be at further risk if the Fund or the indemnified party failed to prevail in litigation.

***Tax risks.*** For purposes of U.S. taxation, the Fund is not expected to be deemed to be "engaged in a trade or business in the United States". Should the Internal Revenue Services determine that the Fund is actually "engaged in a trade or business in the United States", or should existing law or regulations change, the Fund could be subject to U.S. taxes on its portfolio transactions and its receipt of dividends and interest. In any event, the Fund is subject to withholding at the source on account of U.S. income taxes on dividends and non-portfolio interest received by the Fund from the U.S. sources, at a rate of 30% of the gross amount.

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**Currency Risk.** The Fund's investments may be denominated in various currencies, while the accounts of the Fund will be kept in USD. The Net Asset Value will be expressed in USD. A fluctuation in foreign currencies may have a substantial impact on the performance of the Fund. The Investment Manager has the discretion to seek to hedge any currency exposure of investments made in a currency other than the U.S. Dollar or may decide not to fully hedge (or not hedge at all) the foreign currency exposure and take a directional view depending on the Investment Manager's expectation of the various currencies.

**Counterparty Risk.** The Fund will have credit exposure to counterparties by virtue of its investment positions. To the extent that a counterparty defaults on its obligation and the Fund is delayed or prevented from exercising its rights with respect to the investments in its portfolio, it may experience a decline in the value of its position, lose income and incur costs associated with asserting its rights.

**Market Volatility.** The prices of commodities contracts and all derivative instruments, including futures and options prices, are highly volatile. Price movements are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments, and national and international political and economic events and policies. In addition, governments from time to time intervene, directly and by regulation, in certain markets. Such intervention often is intended directly to influence prices and may, together with other factors, cause all of such markets to move rapidly in the same direction because of, among other things, interest rate fluctuations.

**Performance of the Fund.** The performance of the Fund depends to a large extent on the correct assessment of price movements of bond, stock, foreign currency and other financial instruments such as derivatives. There can be no assurance that the Fund's Investment Manager will be able to correctly predict such prices.

**Regulatory Framework.** The Fund will generally be organised, domiciled outside of the United States and the European Community. Foreign government supervision of stock exchanges, securities brokers and issuers of securities is generally less stringent than supervision in the US and EC.

## **No Current Income**

In view of the fact that the Fund will likely not pay dividends, an investment in the Fund is not suitable for investors seeking only current income for financial or tax planning purposes.

## **Notice Required**

A Shareholder will have the right to redeem his Shares at Net Asset Value Per Share, but only on a Redemption Day and upon at least 10 days' prior written notice. During such notice period, the Shareholder's Shares remain at risk and may decrease in value from the date that notice of redemption is made to the Administrator until the effective date of redemption.

## **Compliance**

The Fund must comply with various legal requirements, including requirements imposed by the securities laws, tax laws and pension laws in various jurisdictions. Should any of those laws change

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during the life of the Fund, the legal requirements to which the Fund and the directors may be subject could differ materially from current requirements.

## FEES AND EXPENSES

### Management Fee

For its services, the Investment Manager will receive a management fee (the “Management Fee”) of zero point eight percent (0.8%) per annum, calculated on the monthly net assets of the Fund under management, after providing for subscriptions and redemptions, and payable on a quarterly basis in arrears.

### Fund Promoter fee

For its services, the Fund Promoter will receive a fee (the “Promoter Fee”) of one point two percent (1.2%) per annum, calculated on the monthly net assets of the Fund under management, after providing for subscriptions and redemptions, and payable on a quarterly basis in arrears.

### Subscription Fee

An entry fee on all subscriptions of up to four percent (4%) of the NAV may be charged to the investor and be payable to the Fund Promoter. This fee is subject to negotiations for substantial investments.

### Custodian Fee

The Fund pays quarterly fees to the Fund's Custodian. The maximum fee is calculated on the basis of zero point two percent (0.2%) per annum of the Fund's Net Asset Value. The Custodian Bank is also entitled to receive transaction fees as may be agreed between the Fund and the Custodian from time to time.

### Administration Fee

The Administrator shall be paid by the Fund by way of remuneration for its services pursuant to the Administration Agreement an annual fee of zero point two percent (0.20%) calculated on the Fund's monthly net assets under administration, after providing for subscriptions and redemptions, and payable on a quarterly basis in arrears. This fee is subject to an annual minimum of EUR 22,000 plus VAT (if applicable).

The administrator will charge an annual fee of EUR 3,000 for the preparation of the annual report.

### Audit Fee

The auditor shall be paid by the Fund for the annual audit. The auditor shall be paid an annual fee of EUR 6,875 excl. out of pocket expenses and travel expenses.

All fees mentioned are subject to VAT, if appropriate.

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## BOARD OF DIRECTORS, MANAGEMENT AND ADMINISTRATION

### Board and Officers of the Fund

The Fund has a Board, which will at least once a year review the investment and administrative affairs of the Fund. Additional directors can be elected by either the holders of the Ordinary Shares of the Fund or by resolution of the present directors and will be appointed to serve for an indefinite term.

The current Directors of the Fund are:

- **Rossan Corporate Management Ltd.**, a British Virgin Islands company (“Rossan”) and local corporate director in the British Virgin Islands. Rossan is wholly owned by the TMF organisation.
- **Mrs. K. Sawai**, Mrs. K. Sawai is a graduate from the Heianjyogakuin University in Japan and has international working experience mainly in the Asian region. Mrs. Sawai has worked for Cathay Pacific Airlines and has worked for Tokyo Securities in Japan. Mrs. Sawai has substantial organizational skills and has been a member of the ICG team for several years.

To the extent that the Fund may have a single director only from time to time, all references herein to the board of directors or Board shall be construed as a reference to such single director.

The overall responsibility for the operation of the Fund will rest with the Board. However, the Fund has contracted with the parties noted below for various services necessary for the operation of the Fund.

The Board of Directors have the power to decide, after hearing the Investment Manager on this matter, to voluntarily liquidate the Fund. Before the liquidation process can start the Fund must obtain the prior approval for the voluntarily liquidation from the regulator in the British Virgin Islands.

The Fund may (and in the case of a director shall to the maximum extent permitted by the BVI Business Companies Act, 2004) grant indemnities to the directors and officers of the Fund out of the assets of the Fund against all expenses, including legal fees, and against all judgements, fines and amounts paid in settlement and reasonably incurred in connection with legal, administrative or investigative proceedings against any director or officer who (a) is or was a party or is threatened to be made a party to any threatened, pending or completed proceedings, whether civil, criminal, administrative or investigative by reason of the fact that the person is a director or officer of the Fund or (b) is or was, at the request of the Fund, serving as a director or officer of, or in any other capacity is or was acting, for another company or a partnership, joint venture, trust or other enterprise, provided in each case that the director or officer acted honestly and in good faith with a view to the best interests of the Fund and, in the case of criminal proceedings, had no reasonable cause to believe that his conduct was unlawful. The directors and officers shall not be answerable for the acts, receipts, neglects or defaults of any other director, officer, auditor or trustee, or for joining in any receipt for the sake of conformity, or for the solvency of any banker or other persons with whom any monies or effects belonging to the Fund may be lodged or deposited for safe custody, or for any insufficiency of any security in which any monies of the Fund may be invested, or for any other loss or damage due to any such cause as aforesaid or which may happen in or about the execution of his office or trust unless the same shall happen through the wilful neglect or default of such party proposed to be indemnified.

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## Investment Manager

ICG Investment Management (ASIA) Limited. (the “Investment Manager”) provides investment advice and fund management services to the Fund pursuant to the Fund’s Investment Strategy, and other Policies defined in this Memorandum and in accordance with the Management Agreement, dated March 12<sup>th</sup>, 2009 (the “Management Agreement”) and as per this Management Agreement the Investment Manager has the authority to select investment advisors and other agents among others and to delegate part or all of its duties to the same.

Pursuant to the Management Agreement the Investment Manager has the power to wind down the Company in case the Investment Strategy is unsuitable to market conditions. The Manager can only exercise this right upon written approval of the Board of Directors of the Company.

The Management Agreement will continue in force unless and until terminated by any party giving to the other not less than ninety (90) days written notice, except that the Management Agreement may be terminated immediately by either of the parties if the other shall commit any breach of its obligations under it subject to a thirty day (30) remedy period or go into liquidation or otherwise become insolvent.

ICG Investment Management (ASIA) Limited.

Founding partners:

- **Mr. Chihiro Sawai**

Mr. Sawai was educated in Osaka-Gakuin University where he graduated in business administration. Mr. Sawai has over 17 years of investment management experience in both Japanese and European institutions. He is an established author of 7 investment books published in Japan. Mr. Sawai often appears in mass media as a commentator on investment and global economic issues.

- **Mr. Yoav Lewit**

Mr. Lewit was educated at the London School of Economics (LSE) where he graduated in Economics. Mr. Lewit has over 15 years of investment management experience working for European financial institutions as a senior manager in global equity markets. Mr Lewit has established himself in technology management and commercial banking where he held top management positions.

## Indemnification of the Investment Manager

The Investment Manager, its directors and its officers shall be indemnified out of the assets of the Fund against all actions, proceedings, costs, charges, losses, damages and expenses which they shall or may incur or sustain by reason of any act done or omitted in or about the execution of their duty in their respective offices or trusts, except such (if any) as they shall incur or sustain by or through their own wilful neglect or default, respectively. The Investment Manager, its directors and its officers shall not be answerable for the acts, receipts, neglects or defaults of any other director, officer, auditor or trustee, or for joining in any receipt for the sake of conformity, or for the insolvency of any banker or other persons with whom any monies or effects belonging to the Fund may be lodged or deposited for safe custody, or for any insufficiency of any security in which any monies of the Fund may be invested, or for any other loss or damage due to any such cause as aforesaid or which may happen in or about the execution of his office or trust unless the same shall happen through the wilful neglect or default of such party proposed to be indemnified.

## Fund Promoter

ICG Investment Management (Europe) Ltd. (the “Fund Promoter”) will render placement agent services to the Fund in accordance with the Fund Promoter agreement dated March 12, 2009 (the “Fund

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Promoter Agreement”) and as per this Fund Promoter Agreement the Fund Promoter will identify and introduce potential investors to the Fund.

The Fund Promoter Agreement will continue in force unless and until terminated by any party giving to the other no less than thirty (30) days written notice.

For its services, the Fund Promoter will receive a fee (the “Promoter Fee”) of one point two percent (1.2%) per annum, calculated on the monthly net assets of the Fund under management, after providing for subscriptions and redemptions, and payable on a quarterly basis in arrears.

## **Indemnification of the Fund Promoter**

The Fund Promoter, its directors and its officers shall be indemnified against all expenses, including legal fees, and against all judgements, fines and amounts paid in settlement and reasonably incurred in connection with legal, administrative or investigative proceedings, except that the Fund Promoter will not be indemnified against any liability to which it would otherwise be subject by reason of wilful misconduct, bad faith or gross negligence in the performance of its duties, or reckless disregard of its obligations and duties under the Fund Promoter Agreement.

## **Administrator**

The Fund has entered into an agreement (the “Administration Agreement”) with TMF FundAdministrators B.V., Rotterdam, The Netherlands (the “Administrator”) on March 12, 2009 to perform all general administrative tasks for the Fund, including the keeping of the financial records and the calling and conducting of all shareholders' meetings.

TMF FundAdministrators B.V. is a limited liability company established in Rotterdam, The Netherlands. The company provides third party fund administration services to investment funds. The Administrator is part of the TMF organisation, a financial services company with 84 offices in 65 countries and in excess of 3,000 staff.

Pursuant to the terms of the Administration Agreement, the Administrator is responsible, under the ultimate supervision of the directors of the Fund, for providing all administrative services required in connection with the Fund's operations, including:

- (a) maintaining corporate and financial books and records of the Fund;
- (b) preparing annual financial statements for the Fund;
- (c) computing and publishing the monthly Net Asset Value of the Shares;
- (d) providing registrar and transfer agent services in connection with the acceptance of subscriptions, issuance, transfer and redemption of Shares
- (e) providing all necessary office facilities, equipment and personnel in connection with the administration of the Fund.

Under the Administration Agreement, the Fund will indemnify the Administrator against all expenses, including legal fees, and against all judgements, fines and amounts paid in settlement and reasonably incurred in connection with legal, administrative or investigative proceedings, except that the Administrator will not be indemnified against any liability to which it would otherwise be subject by reason of wilful misconduct, bad faith or gross negligence in the performance of its duties, or reckless disregard of its obligations and duties under the Administration Agreement.

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## **Administrator's Fee**

The Administrator shall be paid by the Fund by way of remuneration for its services pursuant to the Administration Agreement an annual fee of zero point two percent (0.20%) calculated on the Fund's monthly net assets under administration, after providing for subscriptions and redemptions, and payable on a quarterly basis in arrears. This fee is subject to an annual minimum EUR. 22,000 plus VAT (if applicable).

## **Banker**

Pictet & Cie Banquiers in Geneva, Switzerland will serve as banker (the "Bank") of the Fund for the purpose of receiving subscription funds, disbursing redemption payments and processing cash transactions not directly related to the portfolio of the Fund.

## **Custodian**

Pictet & Cie Banquiers in Geneva, Switzerland, will serve as Custodian ("the Custodian") to the Fund pursuant to a custody agreement ("Custody Agreement") dated on or about April 24, 2009. The Fund reserves the right to appoint additional prime brokers/custodians to the Fund in the future. The Custodian is a private company incorporated in Switzerland and is subject to the supervision of the Swiss Federal Banking Commission and has currently USD170 billion in assets under custody.

The Custodian will be responsible for all assets of the Fund other than assets deposited as margin with brokers. Such assets will be held by the Custodian in a separate client account and will be separately designated in the books of the Custodian. Assets deposited as margin need not be segregated and may become available to the creditors of brokers.

The Custodian may appoint sub-custodians, agents or delegates (the "Sub-custodians"), provided that the Custodian shall exercise reasonable skill, care and diligence in the selection of a suitable Sub-custodian and shall be responsible to the Fund for the duration of the sub-custody agreement for satisfying itself as to the ongoing suitability of the Sub-custodians to provide custodial services to the Fund. The Custodian will also maintain an appropriate level of supervision over the Sub-custodians and will make appropriate inquiries periodically to confirm that the obligations of the Sub-custodians continue to be competently discharged.

The Custodian will not be liable for any loss directly or indirectly arising as a result of the acts or omissions of its Sub-custodians in certain emerging market countries (as referred to in the Custodian Agreement). In addition, the Custodian shall not be liable for any losses arising as a result of the liquidation, bankruptcy or insolvency of its Sub-custodians in any market.

For its services the Custodian charges the Fund a maximum fee of zero point two percent (0.2%) calculated on the net assets of the Fund. The Custodian Agreement shall continue in force until terminated by either the Fund or the Custodian giving to the other not less than ninety days' notice in writing (or such shorter notice as such party may agree to accept) expiring at any time.

The Fund will indemnify and hold harmless the Custodian and its Agents from any liability arising out of any person or persons bringing a claim against the Custodian and, or its Agents in respect of any allegation or assertion that the Custodian undertook or failed to undertake investment management activity or monitoring or owed any activity or monitoring in respect of investments, securities or other assets of the Fund held in its or its Agents custody.

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The Custodian is not responsible for making investment management decisions or providing investment advice in respect of the securities and assets of the Fund in its or its Agents' custody.

The Custodian is not responsible for monitoring the investment performance of the Fund or its investments, securities or other assets.

The Custodian is not under any duty to query the merits, commercially, or rational behind any Proper Instructions.

The Custodian is not under any duty to act or refrain from acting in respect of the securities and assets of the Fund in its custody other than in accordance with Proper Instructions; but solely for implementing Proper Instructions in accordance with the Custody Agreement and will not otherwise be held liable for any action or inaction in respect of the securities and assets of the Fund in its or its Agents' custody.

The Custodian shall have no responsibility to initiate, appear in, prosecute or defend any legal or equitable proceedings relating to the stocks, bonds, other securities or property held by the Custodian under the agreement with the Fund. The Custodian shall have no responsibility to initiate any proceeding or engage the services of any third party for the collection of overdue amounts owing to the Company in connection with any stocks, bonds or other property held by the Custodian under the agreement. If, at the request of the Fund, the Custodian agrees to appear in, prosecute or defend any such legal or equitable proceedings, either in the Custodian's name or in the name of its nominee, the Custodian shall first be indemnified to its satisfaction against damages and expenses (including attorney's fees) which may be sustained or incurred by the Custodian in so acting.

## **Auditor**

The Fund has appointed Deloitte Accountants B.V. in The Netherlands as its independent auditor. The Fund will pay the auditor a yearly audit fee of EUR 6,875 excl. expenses and VAT (if applicable).

## **Legal Counsel**

The law firm of Maples and Calder in London, United Kingdom serves as counsel to the Fund in connection with matters pertaining to B.V.I. law, and to the Investment Manager and may serve as counsel to other investment funds sponsored or managed by the Investment Manager and their affiliates. Should a dispute arise between the Fund and Investment Manager, separate counsel may be retained as circumstances and professional responsibilities then require.

## **Operating and Other Expenses**

The Fund will bear its own operating expenses including, but not limited to, taxes, organisational and investment expenses (as determined to be reasonable related to the investment of the Fund's assets), administrative expenses, legal expenses, audit, interest, shareholder communication expenses and other expenses generally associated with the operation of the Fund from the commencement of operations. The incorporation costs will be paid by the Fund and amortised during two financial years.

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## CERTAIN CONFLICTS OF INTEREST

### Activities of Service Providers

The Investment Manager, Administrator, Banker and Custodian and their respective affiliates, which shall be deemed to include, in each case, their respective officers, directors, employees and entities owned by any of the aforementioned parties (the “Related Parties”) may face certain conflicts of interests in relation to the Fund.

Especially, the Related Parties may from time to time act as manager, investment manager, custodian, registrar, broker, administrator, investment adviser or dealer in relation to, or be otherwise involved in, other funds established by parties other than the Fund which have similar objectives to those of the Fund. It is, therefore, possible that any of them may, in the course of business, have potential conflicts of interest with the Fund. Each will at all times, have regard in such event to its obligations to the Fund and will endeavour to ensure that such conflicts are resolved fairly. In addition, subject to applicable law, any of the foregoing may deal, as principal or agent, with the Fund, provided that such dealings are carried out as if effected on normal commercial terms negotiated on an arm's length basis.

These conflicts include, but are not limited to, the following:

The Investment Manager and each of its directors presently and may in the future, directly or indirectly, direct, sponsor or manage other managed pools or accounts in addition to the Fund. The Investment Manager and each of its directors may have financial or other incentives to favour some such pools or accounts over the Fund. The Investment Manager will make its own decisions for the Fund, which decisions may differ from time to time from those recommended by analysts of the Investment Manager for its other advisory clients.

Some or all of the Related Parties may be involved with other entities utilizing investment strategies similar to those of the Fund and with other business in general. The Investment Manager may cause the Fund to invest in securities in which some or all of the Related Parties have a financial interest, or to engage in transactions with brokers or others with whom some or all of the Related Parties have financial or other relationships.

The Related Parties may engage for their own accounts, or for the accounts of others, in other business ventures of any nature, and the Fund has no right to participate in or benefit from the other management activities of the Investment Manager described above and the Related Parties shall not be obliged to account to the Fund for any profits or benefits made or derived there from, nor shall they have any obligation to disclose or refer any of the investment or service opportunities obtained through such activities to the Fund. Related Parties may own Shares in the Fund, deal as principals with the Fund in the sale or purchase of investments of the Fund or act as brokers, whether to the Fund or to third parties, in the purchase or sale of the Fund's investments and shall be entitled to retain any profits or customary commissions resulting from such dealings.

### Certain Investment Manager Activities

The Investment Manager may manage accounts and perform investment management for others, including other investment funds. To the maximum extent permissible, purchases and sales and investment advice are based upon the judgment of the Investment Manager. Also, the Investment Manager and/or its affiliates and/or its employees may from time to time, have an interest, direct or indirect, in a security the purchase or sale of which by the Fund is recommended, or which in fact is

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purchased or sold by or otherwise traded for the Fund. Moreover, such recommendation, purchase, sale or trading may occur in connection with a transaction involving another fund or account managed by the Investment Manager. Accordingly, the Investment Manager may sell or recommend the sale of a particular security for certain accounts, including accounts in which it has an interest, and it or others may buy or recommend the purchase of such security for other accounts, including accounts in which it has an interest, and, thus, transactions in particular accounts may not be consistent with transactions in other accounts or with the Investment Manager's investment recommendations. For example, the Investment Manager may recommend that the Fund sell a security, while not recommending such sale for other accounts in order to enable the Fund to have sufficient liquidity to honour shareholders' redemption requests. When there is a limited supply of investments, the Investment Manager will use its reasonable efforts to allocate or rotate investment opportunities, but the Investment Manager cannot assure absolute equality among all of its accounts and clients.

### **Other Activities**

The Investment Manager, each of its affiliates and the directors may engage in other business activities and manage the accounts of clients other than the Fund. The investment strategy for such other clients may vary from that of the Fund. The Investment Manager, each of its affiliates and the directors are not required to refrain from any other activity nor must they disgorge any profits from any such activity, including acting as general partner, investment manager or managing agent for funds with objectives similar to those of the Fund.

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## SHARES OF THE FUND

### The Fund's Authorised Shares

The Fund is authorised to issue 5,000,100 shares divided into 100 Ordinary Shares of US\$ 1.00 par value per share and 5,000,000 Preference Shares of US\$ 0.01 par value per share.

This document refers to the offering of the Preference Shares. The Preference Shares will be offered during the Initial Offering Period for an amount of US\$ 100 per Share and thereafter at the Net Asset Value Per Share.

Except, as set forth below, Ordinary Shares shall exclusively possess the voting power of the Fund for all purposes, including the right to elect and remove directors of the Fund.

The Board may refuse to issue, or approve the transfer of Shares in its absolute discretion. The Fund's Preference Shares will only be issued in registered form. Certificates for Shares purchased will not be issued unless requested by a shareholder in writing to the Fund's Administrator.

In order to comply with the provisions of the Mutual Funds Act, 1996 (as amended) in the B.V.I., which became effective as of January 2, 1998, the Fund is recognised as a Professional Mutual Fund. No invitation to subscribe for Shares will be made to the general public.

Unless otherwise agreed by the Fund, each prospective investor is required to certify that the Shares are not being acquired directly or indirectly for the account or benefit of a Prohibited Investor. The term "Prohibited Investor" as used in this Memorandum includes any U.S. Person or Prohibited Person as defined below and more particularly defined in the Memorandum of Association.

### Eligible Investors and Restrictions on Transfer of Shares

It is the responsibility of each investor to ensure that the purchase of the Fund's Preference Shares does not violate any applicable laws in the investor's jurisdiction of residence, and any other laws and regulations applicable to such investor. The Fund's Preference Shares may not be acquired directly or indirectly for the account or benefit of a United States Person or Prohibited Person, both as defined below and together "Prohibited Investors". Transfers of Shares to or for the benefit of Prohibited Investors are prohibited.

Unless otherwise agreed to by the Fund, each prospective investor is required to certify that the Shares are not being acquired directly or indirectly for the account or benefit of a Prohibited Investor. The term "Prohibited Investor" as used in this Memorandum means and includes any U.S. Person and or Prohibited Person as defined below and such other persons from time to time designated as such by the Fund.

For the purposes of this Memorandum:

**"U.S. Person"** means:

(a) any United States citizen or a resident of the United States of America (as defined for purposes of the Federal income tax laws of the United States); or

(b) any corporation, partnership, trust or other legal entity organized or created under the laws of any United States jurisdiction; or

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(c) any organization or entity controlled, directly or indirectly, by a person or persons described in (a) or (b) or of which such person or persons described in (a) or (b) are known to be the owners, directly or indirectly, of a majority of the beneficial interests therein; or

(d) any organization or entity or any branch or agency thereof the income of which is subject to United States income tax regardless of the source of such income; and

**“United States”** means:

the United States of America, each state therein, the Commonwealth of Puerto Rico and each territory and possession of the United States of America and place subject to its jurisdiction.

**“Prohibited Person”** means:

any person, firm, company or other entity whose holding of Shares may either alone or together with other shareholdings in the sole and conclusive opinion of the directors of the Fund:

- (a) prejudice the tax status or residence of the Fund, or any of its members; or
- (b) cause the Fund or any of its members to suffer any pecuniary, fiscal or regulatory disadvantage; or
- (c) cause the Fund to be required to comply with any registration or filing requirements in any jurisdiction with which it would not otherwise be required to comply.

The Shares offered hereby are subject to restrictions limiting transferability. The Shares have not been registered or qualified for offer or sale under the laws of any jurisdiction. The directors have broad discretion to refuse to authorise a transfer of Shares and may generally “prohibit” transfer in their sole discretion. As a result of these considerations, investors may not be able to liquidate their investment quickly.

Shareholders are required to notify the Administrator immediately if at any time they become a Prohibited Investor or hold Shares for the account or benefit of a Prohibited Investor.

When the directors become aware that a shareholder: (A) has become an ineligible applicant; (B) is a Prohibited Investor or is holding Shares for the account or benefit of a Prohibited Investor; (C) is holding Shares in breach of any law or regulation or otherwise in circumstances having or which may have adverse regulatory, tax, pecuniary or material administrative disadvantages for the Fund or its shareholders; or (D) has failed to provide any information or declaration required by the directors within ten days of being requested to do so, the directors may either (i) direct such shareholder to redeem or to transfer the relevant Shares to a person who is qualified or entitled to own or hold such Shares or (ii) redeem the relevant Shares.

Any person who becomes aware that he is holding Shares in contravention of any of the above provisions and who fails to transfer or redeem his Shares pursuant to the above provisions shall indemnify and hold harmless each of the directors, the Fund, the Administrator, the Custodian, the Investment Manager and the shareholders (each an “Indemnified Party”) from any claims, demands, proceedings, liabilities, damages, losses, costs and expenses directly or indirectly suffered or incurred by such Indemnified Party arising out of or in connection with the failure of such person to comply with his obligations pursuant to any of the above provisions.

# Genesis Clean Tech Fund Ltd.

## **Voting Control by Holders of Ordinary Shares**

The Fund's Memorandum and Articles of Association give the holders of the Ordinary Shares voting power in relation to the Fund, including the right to elect all of the Fund's Board.

## **Dividend Policy**

Payments of dividends on the Shares are not contemplated for the foreseeable future. Investors who anticipate the need for income by the way of dividends from their investment should refrain from the purchasing of Shares.

## **Compulsory Redemptions**

The Board of the Fund has a right to compulsory redeem all Shares held by a shareholder of the Fund if it is determined that the Shares are held by or for the benefit of a Prohibited Investor. The Fund also reserves the right to compulsory redeem all Shares held by a shareholder if the ownership of such Shares by the investor is deemed to be unlawful or detrimental to the interest of the Fund.

A compulsory redemption may be effected in accordance with the provisions of the Memorandum of Association, but generally by the Board giving ten (10) Business Days' notice to a holder of the relevant Shares that all (but not some) of the Shares registered in the name of such person shall be redeemed on the Business Day next following the expiry of the notice period at the NAV of those Shares as determined on the last preceding Valuation Day.

# Genesis Clean Tech Fund Ltd.

## PURCHASE OF SHARES

### Subscriptions

During the Initial Offering Period, which will end on May 31<sup>st</sup>, 2009, (the “Initial Offering Period”) Shares will be offered at a fixed price of US\$ 100 per Share, net of any Subscription Fees. After the Initial Offering Period, Shares are available for subscription on the first Business Day of each month (the “Dealing Day”) at a price equal to the Net Asset Value Per Share calculated at the close of business on the Business Day immediately preceding the relevant Dealing Day (the “Valuation Day”). A “Business Day” shall be any day on which banks are open for business in Switzerland. The Board reserves the right to increase the frequency of Dealing Days. The Minimum Initial Investment is US\$ 100,000. The Board shall have the power to accept smaller initial or subsequent subscriptions in their sole discretion. The Minimum Subsequent Subscription is US\$ 50,000. The Board shall have the power to accept smaller initial or subsequent subscriptions in their sole discretion.

### Subscription Procedures

**A Subscription Form is provided at the end of this Memorandum for persons wishing to subscribe for Shares. It should be completed by them and returned to the Administrator at the address listed below.**

Any application to subscribe for Shares may be rejected in whole or in part by the Fund. Neither the Fund nor any dealer is permitted to withhold placing orders to benefit him or herself by a price change. The Fund reserves the right to suspend the issuance of the Shares in response to conditions in the securities markets or otherwise.

All subscriptions must be made in US\$ (US\$) by wire transfer. Payment for Shares is to be made by or on the next Valuation Day following receipt of the completed Subscription Form. Any rejected order will result in the prompt return of funds to the subscriber, without any earned interest.

An entry fee on all subscriptions of up to four percent (4%) of the NAV may be charged to the investor and be payable to the Fund Promoter. This fee is subject to negotiations for substantial investments.

### Anti-money Laundering

To ensure compliance with statutory and other requirements relating to anti-money laundering, the Fund shall require appropriate verification of identity and origin of funds from any person lodging a completed Subscription Form.

An individual shall be required to produce a copy of a passport or picture identity card duly certified by the Investment Manager or a public notary or other public authority in the individual’s country of residence, together with evidence of the individual’s address such as a copy of a utility bill or bank statement. In the case of corporate applicants, subscribers will be required to produce certified copies of their constitutional documents and the names and addresses of all directors and beneficial owners (including a certified copy of their passport).

No such evidence or other evidence of origin of funds may be required if the subscription and payment is made by a recognized financial institution, which is located in a FATF approved country. Failure to provide the necessary evidence may result in applications being rejected or in delays in the dispatch of documents. If within a reasonable period of time following the request for verification of identity and origin of funds, the Fund has not received evidence satisfactory to it as aforesaid, it will refuse to allot

# Genesis Clean Tech Fund Ltd.

the Shares applied for in which event application moneys will be returned without interest to the account from which such moneys were originally debited.

## **Issuance of Shares**

Except as otherwise resolved by the directors, Shares shall be allotted and issued with effect on a Dealing Day (the first Business Day of each month), provided the Fund has received application for such Shares at least 10 business days prior to such Dealing Day and payment in accordance with the subscription procedures set forth herein, i.e. on or before the Valuation Day immediately preceding the Dealing Day.

The Fund reserves the right to withdraw or cancel the offering of Shares without notice and the Fund reserves the right to refuse any subscription for Shares in whole or in part.

## **Share Certificates**

Certificates representing Shares will be issued at a one off cost of US\$ 100 but only if requested in writing by a shareholder. Since certificates must be returned to the Administrator prior to the processing of redemption requests, the Fund discourages shareholders from requesting certificates.

## **Use of Proceeds**

Proceeds received by the Fund as a result of subscriptions for Shares (after payment of organisational, offering and ongoing day-to-day expenses) will be used by the Fund in its investment program. Placement is by private placement and not public offering in any jurisdiction.

## **Dividends**

It is not the intention of the Fund to pay distributions or dividends out of the Fund's current earnings and profits. However, the Fund reserves the right to change this policy without notice to, or consent of the shareholders.

## **Reporting**

The Fund will distribute annual reports, which include audited financial statements. Monthly statements and N.A.V calculations will be distributed by the Administrator. The Fund's independent auditors are Deloitte Accountants B.V.

## **Fiscal Year**

The Fund's first fiscal year will end on 31 December 2009 and thereafter on the last calendar day of each year.

# Genesis Clean Tech Fund Ltd.

## Taxation

*B.V.I. Taxation.* The Fund was incorporated on the 12<sup>th</sup> of January 2009 under the laws of the British Virgin Islands as a BVI Business Company. As such, the Fund benefits from the express statutory tax exemption contained in Section 242 of the BVI Business Companies Act (as amended). Under these laws and the exemption, the Fund will be exempt from all income taxes in the British Virgin Islands and its shareholders will also be exempt from all British Virgin Islands income taxes on dividends and other payments received from the Fund. There are presently no capital gains taxes, capital transfer taxes, estate duties or inheritance duties in the B.V.I.

*United States Federal Income Taxation.* The Fund should not be subject to U.S. federal income taxes on any U.S. source income or gains from its trading (except in respect of any dividends received in the course of such trading) provided that it does not engage in a trade or business within the U.S. to which such income or gains are effectively connected. Pursuant to a safe harbour under the United States Internal Revenue Code of 1986, as amended, a non-U.S. corporation which trades stock or securities for its own account should not be treated as engaged in a trade or business within the U.S. provided that the non-U.S. corporation is not a dealer in stock or securities. The Fund intends to conduct its business in a manner so as to meet the requirements of this safe harbour. If the activities of the Fund are not covered by the foregoing safe harbour, there is a risk that the Fund (but not any investor) will be required to file a U.S. federal income tax return for such year and pay tax at full U.S. corporate income tax rates as well as an additional thirty percent (30%) branch profits tax.

The Fund should not be subject to U.S. federal income or withholding tax on U.S. source interest income (other than in the case of certain contingent interest or interest received from a borrower ten percent (10%) or more of the security of which is owned by the Fund, neither of which the Fund anticipates receiving) provided that the Fund is not engaged in a trade or business within the U.S. to which such interest income is effectively connected, and provided that the Fund's interest-bearing securities qualify as registered obligations and that the Fund periodically supplies an Internal Revenue Service Form W-8 or its equivalent.

*Other Jurisdictions.* Capital gains and other revenues received by the Fund may be subject to withholding or similar taxes imposed on foreign corporations by the country in which such gains or other revenues originate. In jurisdictions other than the United States, non-U.S. taxes may be withheld at source on dividend and other income derived by the Fund at rates generally ranging up to thirty percent (30%). Capital gains derived by the Fund in such jurisdictions may often be exempt from non-U.S. income or withholding taxes at source, although the treatment of capital gains varies among jurisdictions.

*Shareholders of the Fund.* Shareholders who are not subject to United States taxes by reason of their residence, domicile or other particular circumstances should not become subject to any such taxes by reason of the ownership, transfer or redemption of the Shares. However, shareholders who are or may be subject to U.S. federal income tax on their worldwide income should be aware of certain tax consequences of investing directly or indirectly in the Shares and should be certain to consult their own tax advisers in this regard.

*Dividend distributions,* if any, and redemption payments made by the Fund to shareholders who are not U.S. Persons (as defined above) should not be subject to U.S. federal income tax, provided that Shares are not held in connection with a U.S. trade or business of the shareholder in the year of receipt. Individual shareholders who are not U.S. Persons should not be subject to any U.S. federal estate or gift taxes by reason of the ownership or transfer of the Shares. A shareholder's change in status to a U.S. Person could result in adverse U.S. tax consequences, in addition to resulting in a compulsory redemption.

# Genesis Clean Tech Fund Ltd.

\* \* \* \*

The foregoing summary does not address tax considerations that may be applicable to certain shareholders under the laws of jurisdictions other than the B.V.I. and the U.S. The Fund has no present plans to apply for any certifications or registrations, or to take any other actions under the laws of any jurisdictions that would afford the relief to local investors therein from the normal tax regime otherwise applicable to an investment in the Shares. It is the responsibility of all persons interested in purchasing the Shares to inform themselves as to any income or other tax consequences arising in the jurisdictions in which they are resident or domiciled for tax purposes, as well as any foreign exchange or other fiscal or legal restrictions relevant to their particular circumstances in connection with the acquisition, holding, or disposition of the Shares. The value of the Fund's investments may also be affected by repatriation and exchange control regulations.

**All persons interested in purchasing the Shares should consult with their own advisors as to any income or other tax consequences, including, without limitation, transfer and stamp taxes, etc. as well as foreign exchange or other fiscal or legal impositions, applicable to them in connection with an investment in the Fund.**

# Genesis Clean Tech Fund Ltd.

## REDEMPTION OF SHARES

Shareholders may require the Fund to redeem their Shares (subject to the limitations provided herein) as of the last Business Day of each calendar month (the “Redemption Day”), at a price equal to the Net Asset Value Per Share calculated at the close of business on the last Business Day of every month (the “Valuation Day”). The Fund must receive the redemption request in proper form at least 10 Business Days prior to the Redemption Day on which the Shares will be redeemed.

**A Redemption Form is provided at the end of this Memorandum for persons wishing to redeem Shares. It should be completed by them and returned to the Administrator at the address mentioned on the Redemption Form.**

Requests for redemption must be received by the Fund at the offices of the Administrator. If certificate(s) are held by the shareholder, the Shares may only be redeemed by surrendering the certificate(s) with a written request for redemption. The share certificate or an accompanying stock power, and the request for redemption must be signed by the shareholder(s) exactly as the Shares are registered and bear signature guarantees, when required by the Fund. Redemption requests are deemed received by the Fund on the date they are received by the Administrator. Once made, a redemption request cannot be revoked by a shareholder unless such revocation is approved in writing by the Fund, or such revocation is delivered in writing to the Fund during any period when redemptions are suspended by the Fund.

Where the Administrator has received a Redemption Form by fax, the Administrator must receive the original redemption form before redemption proceeds will be paid. Unless the Administrator otherwise consents, shareholders may not direct payment of redemption proceeds to a third party.

The Fund's obligation to redeem Shares may be suspended (see “Suspension of Redemption of Shares and of Calculation of NAV Per Share” below).

Payments will ordinarily be made within ten (10) Business Days after the Redemption Day or as promptly thereafter as the Board consider feasible under the circumstances, without interest. The Net Asset Value of Shares at the time of redemption may be more or less than the shareholder's cost, depending on the market value of the Fund's investments at the time of the request for redemption.

### **Suspension of Redemption of Preference Shares and of Calculation of the Net Asset Value Per Share**

The Fund may suspend the determination of the Net Asset Value Per Share and/or the ability of any shareholder to have his Shares redeemed:

- (i) during which any stock exchange, board of trade or other interdealer market or contract market on which any of the Fund's investments are quoted is closed other than for ordinary holidays, or in which dealings are restricted or suspended;
- (ii) during the existence of any state of affairs which, in the opinion of the Fund, constitutes an emergency as a result of which disposition by the Fund of investments owned by it is not reasonable or practicable, or would be seriously prejudicial, to the holders of shares or the Fund;
- (iii) during any breakdown in the means of communication normally employed in determining the price or value of any of the Fund's investments, or of current prices on any stock exchange as

## Genesis Clean Tech Fund Ltd.

aforesaid, or when for any other reason the prices or values of any investment owned by the Fund cannot reasonably be promptly and accurately ascertained; and

- (iv) during any period when the transfer of funds involved in the realisation or acquisition of any investments can not, in the opinion of the Board, be effected at normal rates of exchange.

The Fund shall suspend the issue and redemption of its Shares forthwith upon the occurrence of an event causing it to enter into liquidation or upon the order of any supervisory authority.

No issue or redemption of Shares will take place during any period when the calculation of the Net Asset Value is suspended. Moreover, the Fund reserves the right to withhold payment to persons whose shares have been redeemed (or to persons who have served a redemption notice) prior to such suspension until after the suspension is lifted. Such right will be exercised in circumstances where the directors of the Fund believe that to make such payment during the period of suspension would materially and adversely affect and prejudice the interests of shareholders who have not redeemed or given notice to redeem. Any such suspension shall be published by the Fund in such manner, as it may deem appropriate to the persons likely to be affected thereby, and shareholders requesting the purchase or redemption of their Shares by the Fund shall be so notified at the time of the request.

During the period of suspension, any shareholder who previously submitted a notice requesting redemption may withdraw the notice, failing which Shares will be redeemed on the Redemption Day which follows the termination of the suspension of redemption.

### **Net Asset Value Determination of the Shares**

The Net Asset Value of the Shares shall be calculated by or at the direction of the Administrator. Securities traded in the over-the-counter market are valued at the last available bid price obtained from generally available reporting services. Securities, which are traded on exchanges, are valued at the closing price in the market on which such securities are traded, as of the close of business on the day the securities are being valued plus or minus accrued interest where applicable.

Lacking any valuations, a fair price will be determined by the Administrator in consultation with the Fund's Board and Investment Manager. In all cases, the Net Asset Value Per Share is calculated by dividing the Fund's Net Asset Value by the total number of Shares outstanding on the particular date requiring the computation.

The Net Asset Value Per Share shall be available at the registered office of the Fund, and will be published on a monthly basis in Telekurs, Bloomberg and on ICG's Internet Site.

The published Net Asset Value Per Share may be updated periodically and therefore the published Net Asset Value Per Share may not necessarily be current as of the date of its publication.

# Genesis Clean Tech Fund Ltd.

## SWITCHING OF SHARES

Shareholders in the Fund can switch their investment from the Fund into an investment in one of the other ICG group funds.

### Procedure

If a Shareholder wishes to switch his investment from the Fund into an investment in one of the other ICG group funds, the Shareholders needs to follow the redemption procedure as describes above.

Once the shares of the Fund have been redeemed and the redemption proceeds have been paid out, the Client can subscribe to the other ICG group fund, following the subscription procedure as described in the Private Placement Memorandum of this fund by using the subscription document.

The Board of Directors have the power to block a switch by a Shareholder, at their own discretion.

When the Fund is suspended for subscriptions / redemptions, or the NAV calculation is suspended, or the ICG group fund the client wishes to subscribe to is suspended for subscriptions / redemptions, or the NAV calculation for this fund is suspended, switching of shares is not possible.

### Costs

The Shareholder will be charged with a one time Switching Fee of 0.5%. No Subscription Fee will be charged to the Shareholder.

**Shareholder should pay attention to the various dealing days and redemption days of the ICG Group Funds when switching their investments, to make sure that they do not overlap.**

**Please bare in mind that switching between ICG Group Funds can have the consequence that a shareholder is not invested for a period of time.**

# Genesis Clean Tech Fund Ltd.

## **ADDITIONAL INFORMATION**

### **Available Documents**

This Memorandum is not intended to provide a complete description of the Fund's Memorandum and Articles of Association or any agreements by and for the Fund. Copies of all such documents are available for inspection by shareholders during normal business hours at the office of the Administrator at the address set forth in the Directory.

### **Inquiries**

All inquiries by shareholders and prospective investors should be directed to the Administrator at the address set forth in the Directory.

### **Confirmations**

Confirmations will be sent to subscribers showing the details of each transaction in the Shares.

# Genesis Clean Tech Fund Ltd.

## SUBSCRIPTION INSTRUCTIONS

### Subscription Applications

Application for Preference Shares of Genesis Clean Tech Fund Ltd. (the "Fund") should be made by completing and signing the Subscription Form attached to this Memorandum and mailing the same to the Administrator. Alternatively, application may be made to the Administrator by facsimile to TMF FundAdministrators B.V., (+31 10 271 13 90) stating (i) the number of Shares applied for or the amount to be invested, (ii) how payment has been made or is being made for the amount due if the application is accepted, (iii) acknowledgement of receipt of the Memorandum and confirmation that the application is being made on the terms thereof and subject to the Memorandum and Articles of Association of the Fund and (iv) the name and address in which the Shares are to be registered. In the event that the application is submitted by facsimile, the signed original must be sent to the Administrator immediately thereafter at Genesis Clean Tech Fund Ltd., c/o TMF FundAdministrators B.V., Westblaak 89, P.O. Box 25121, 3001 HC Rotterdam, The Netherlands, Telephone: +31 10 271 13 70, Facsimile: +31 10 271 13 90. The Fund has the right to accept or reject (in whole or part) any application for Shares.

### Subscription Payments

Payment for the Shares must be made by wire transfer only. Applications for the issuance of Shares must be received by the Administrator by 5.00 p.m. (Central European Time) at least 10 business days prior to the Dealing Day on which prospective investors wish to subscribe for Shares, and cleared funds must be in the Fund's account by 5.00 p.m. (Central European Time) on the Valuation Day immediately preceding the relevant Dealing Day. Applications received after this time will be held in an account and treated as an application for the next Dealing Day. Your bank should transfer the subscription amount via wire to:

PICTET & CIE BANQUIERS, Geneva, Switzerland  
SWIFT Code: PICTCHGG  
IBAN: CH6708755065575700100  
For account: Q 655757.001  
Final beneficiary: Genesis Clean Tech Fund Ltd.

### IMPORTANT:

- 1) **Please have your bank identify on the wire transfer the name of the intended subscriber.**
- 2) **It is recommended that your bank charges its wiring fees separately so that an even amount may be invested.**

In order to facilitate prompt and accurate crediting of subscription payments, subscribers must notify the Administrator, prior to remitting payment, of the details of the subscription payment, indicating (i) the name of the subscriber, (ii) the amount of Shares subscribed for, (iii) the subscriber's address (including a facsimile number if available), (iv) the name and address of the financial institution remitting the subscription payment and (v) the approximate date as of which the payment is being wired to the Fund's account.

# Genesis Clean Tech Fund Ltd.

## **Confirmations**

Confirmations will be sent to subscribers showing the details of each transaction. The Shares were issued in respect of accepted applications at an initial value equal to US\$ 100 per Share and thereafter at the applicable Net Asset Value Per Share.

## **Local Rules**

Persons interested in subscribing for the Shares should inform themselves as to the (1) the legal requirements within their own countries for the purchase of the Shares, (2) any foreign exchange restrictions that they may encounter and (3) the income tax or other tax consequences, if any, that may be relevant to the purchase, holding or sale of the Shares.

# Genesis Clean Tech Fund Ltd.

## APPENDIX I

### SUBSCRIPTION FORM

TMF FundAdministrators B.V.  
Westblaak 89  
P.O. Box 25121  
3001 HC Rotterdam  
The Netherlands  
Telephone: +31 10 271 13 70  
Facsimile: +31 10 271 13 90

Dear Sirs:

I/We the undersigned subscriber (the "Subscriber") acknowledge having received, reviewed and understood the Confidential Information Memorandum dated May 27, 2009 as amended, supplemented and restated from time to time (the "Memorandum") for the offering of the Preference Shares (the "Shares") of Genesis Clean Tech Fund Ltd. (the "Fund") and hereby agree to invest the amount set forth below (the "Amount of Subscription") in the Fund and subscribe for as many Shares currently being offered as may be purchased on the terms of the Confidential Information Memorandum and subject to the provisions of the Memorandum and Articles of Association.

#### Subscription Information

Registered Name and  
Address of Subscriber

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Telephone  
Facsimile

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E-mail Address

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Mailing Address (if different)

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Amount of Subscription

US\$

Name, Address and  
Account Number of  
Financial Institution  
Remitting Payment for  
Subscriber's Account

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Payment Date:

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# Genesis Clean Tech Fund Ltd.

Number of beneficial owners represented by Subscriber (if Subscriber is acting in any sort of nominee or fiduciary capacity) \_\_\_\_\_

Is the Subscriber, or an affiliate of the Subscriber, a pension profit sharing, annuity, or employee benefit plan (whether private, governmental, or charitable)?

Yes  No (Initial one)

## Subscription Payments

Payment for the Shares must be made by wire transfer. Applications for the issuance of Shares must be received by the Administrator by 5.00 p.m. (Central European Time) at least 10 business days prior to the Dealing Day on which prospective investors wish to subscribe for Shares, and cleared funds must be in the Fund's account by 5.00 p.m. (Central European Time) on the Valuation Day immediately preceding the relevant Dealing Day. Applications received after this time will be held in an account and treated as an application for the next Dealing Day. Your bank should transfer the subscription amount via wire to:

PICTET & CIE BANQUIERS, Geneva, Switzerland  
SWIFT Code: PICTCHGG  
IBAN: CH6708755065575700100  
For account: Q 655757.001  
Final beneficiary: Genesis Clean Tech Fund Ltd.

## IMPORTANT:

- 1) **Please have your bank identify on the wire transfer the name of the intended subscriber.**
- 2) **It is recommended that your bank charges its wiring fees separately so that an even amount may be invested.**

In order to facilitate prompt and accurate crediting of subscription payments, subscribers must notify the Administrator, prior to remitting payment, of the details of the subscription payment, indicating (i) the name of the subscriber, (ii) the amount of Shares subscribed for, (iii) the subscriber's address (including a facsimile number if available), (iv) the name and address of the financial institution remitting the subscription payment and (v) the approximate date as of which the payment is being wired to the Fund's account.

# Genesis Clean Tech Fund Ltd.

## Subscriber Representations and Warranties

The Subscriber represents and agrees that none of the Shares (nor any interest therein) is being acquired or will at any time be held, directly or indirectly, for the account or benefit of any “Prohibited Investor” (as defined in the Memorandum), and further agrees that none of the Shares will be transferred to any person who has failed to supply a similar representation. The Subscriber represents and warrants as follows:

(a) **Reliance on Memorandum.** The Subscriber acknowledges that the Fund has delivered to the Subscriber the Memorandum. The Subscriber has not relied on any representations or other information purported to be given on behalf of the Fund except as set forth in the Memorandum or the published, financial accounts of the Fund.

(b) **No Resale.** The Shares are not being purchased with a view to resale.

(c) **Legality and Validity of Consents.** All consents required to be obtained and all legal requirements necessary to be complied with or observed in order for this Agreement or the issuance of the Shares to be lawful and valid under the laws of any jurisdiction to which the Subscriber is subject have been obtained, complied with or observed.

(d) **Subscriber Knowledge.** The Subscriber possesses requisite knowledge and experience in financial matters such that it is capable of evaluating the merits and risks of an investment in the Fund (including without limitation, the ability to suffer a complete loss of the investment and need to hold the Shares for an indefinite period of time).

(e) **Administrator.** Subscriber acknowledges that due to anti-money laundering requirements operating in the British Virgin Islands, the Administrator may require further identification from Subscriber before the application can be processed and the Fund and the Administrator shall be held harmless and indemnified against any loss arising due to the failure to process this application if such information has not been provided by Subscriber. Subscriber hereby confirms that the Fund and the Administrator are each authorized and instructed to accept and execute any instruction in respect to the Shares to which this application relates given by Subscriber by facsimile. If instructions are given by Subscriber by facsimile, Subscriber undertakes to forward the original immediately by regular mail to the Administrator. Subscriber hereby indemnifies the Fund and the Administrator and agrees to keep each of them indemnified, against any loss of any nature whatsoever arising to each of them as a result of either of them acting on facsimile instructions. The Fund and the Administrator may rely conclusively upon, and shall incur no liability in respect of, any action taken upon any notice, consent, request, instructions, or other instrument believed, in good faith, to be genuine or to be signed by properly authorized persons. Subscriber acknowledges and consents that any action, proceeding or claim Subscriber may bring against the Fund, the Investment Manager, and/or its affiliates, shall be limited to the Shares, as the case may be, in which Subscriber hereby invests.

(f) **No Performance Guarantees.** No guarantees have been made to the Subscriber about future performance or financial results of the Fund.

(g) **Suitability.** The Subscriber has read carefully and understands the Memorandum and has consulted its own attorney, accountant or investment adviser with respect to the investment contemplated hereby and its suitability for the Subscriber. Subscriber hereby adopts and agrees to every provision set forth in the Memorandum.

(h) **Opportunity to Verify Information.** The Subscriber acknowledges that the representatives of the Fund, Investment Manager, the Fund’s Promoter and Administrator have made

# Genesis Clean Tech Fund Ltd.

available to the Subscriber, during the course of this transaction and prior to the purchase of any Shares, the opportunity to ask questions of and receive answers from them concerning the terms and conditions of the offering described in the Memorandum, and to obtain any additional information necessary to verify the information contained in the Memorandum or otherwise relevant to the suitability of the proposed investment and to the proposed activities of the Fund.

(i) **No Need for Liquidity.** The Subscriber has no need for liquidity in connection with its purchase of the Shares.

(j) **Investment Objectives.** The purchase of the Shares by the Subscriber is consistent with the general investment objectives of the Subscriber.

(k) **Professional Investor.** The Subscriber is qualified as a Professional Investor under British Virgin Islands law. As such, the Subscriber certifies that he is a person either (i) whose ordinary business involves, whether for its own account, or the accounts of others, the acquisition or disposal of property of the same kind as the property, or a substantial part of the property which will be owned by the Fund, as detailed in this Memorandum; or (ii) that has a net worth (in case of a natural person, either individually or jointly with that person's spouse) exceeds USD 1,000,000 or its equivalent in any other lawfully recognized currency, and that the investor has consented to being treated as a Professional Investor for the purposes of any investment in the Fund.

(l) **No Borrowings.** The Subscriber has not borrowed any portion of its contribution to the Fund, either directly or indirectly, from the Fund, the Investment Manager, Administrator or any affiliate of the foregoing.

(m) **Fund Counsel Does Not Represent Investors.** The Subscriber understands and acknowledges that Maples and Calder represent only the Fund, and not the Subscriber, in connection with the offer and sale of the Shares.

(n) **Amendments.** Neither this Subscription Form nor any term hereof may be changed, waived, discharged or terminated except with the written consent of the Subscriber and Fund's Board.

(o) **Rejection of Subscription.** The Subscriber acknowledges that the subscription for the Shares contained herein may be reduced or rejected by the Administrator in consultation with the Investment Manager.

(p) **General.** This Agreement shall be binding upon the Subscriber and the legal representatives, successors and assigns of the Subscriber, and shall, if the Subscriber consists of more than one person, be the joint and several obligation of all such persons. Two or more duplicate counterparts of this Agreement may be executed by the undersigned and accepted by the Fund, each of which shall be an original, but all of which together shall constitute one and the same instrument.

## Subscriber Indemnification

The Subscriber hereby indemnifies the Fund, the Administrator, the Investment Manager, the Fund Promoter, the Banker, the Custodian and their respective directors, officers, employees, agents and representatives against any and all liability, costs, claims, and expenses (including without limitation, reasonable attorneys fees for the investigation of or preparation of a defence to any such liability, claims, costs and expenses) resulting from a breach of any of the foregoing representations.

# Genesis Clean Tech Fund Ltd.

## Subscription fee

*Unless waived by the Board, an entry fee of up to 4% percent of the NAV may be deducted from the subscription amount.*

## Standing Proxy

Subscriber hereby designates and appoints the Fund's Administrator with the powers of substitution, as Subscriber's true and lawful Proxy for the purpose of voting any Shares issued pursuant to this Agreement (or such portion thereof from time to time owned by Subscriber) as said Proxy may determine on any and all matters arising at any meeting of the Fund upon which such Shares could be voted by the Subscriber (or the person in whose name the Shares hereby subscribed are registered at Subscriber's direction) if present in person at the meeting. This proxy shall extend to voting in relation to any proposed variation of class rights pursuant to Article 17 of the Fund's Articles of Association. This proxy may be revoked by Subscriber (or his registered nominee) either personally or by presentation of a subsequently executed form of proxy at any general meeting of the Fund or by written notice to the Administrator received by the Administrator prior to any such meeting.

\_\_\_\_\_  
Name of Subscriber

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name and Title  
(if signing in representative capacity)

Dated: \_\_\_\_\_

IF SIGNED UNDER A POWER OF ATTORNEY, SUCH POWER OR A DULY CERTIFIED COPY MUST ACCOMPANY THIS FORM. ANY CORPORATE APPLICANT SHOULD SIGN UNDER THE HAND OF A DULY AUTHORIZED OFFICIAL WHO SHOULD STATE HIS REPRESENTATIVE CAPACITY. IF THE HOLDING IS TO BE REGISTERED IN JOINT NAMES, FULL DETAILS MUST BE DISCLOSED AND ALL JOINT HOLDERS MUST SIGN THE FORM.

# Genesis Clean Tech Fund Ltd.

APPENDIX II

## REDEMPTION FORM

TMF FundAdministrators B.V.  
Westblaak 89  
P.O. Box 25121  
3001 HC Rotterdam  
The Netherlands  
Telephone: +31 10 271 13 70  
Facsimile: +31 10 271 13 90

Dear Sirs,

1. The undersigned (the "Shareholder") hereby requests the redemption of all or some of its Preference Shares (the "Shares") of Genesis Clean Tech Fund Ltd. (the "Fund") in accordance with the instructions provided below. Capitalised terms, unless otherwise defined herein, shall have the meanings assigned to such terms in the Confidential Information Memorandum of the Fund as the same may be supplemented, amended and restated from time to time (the "Memorandum").
2. The Shareholder agrees that the requested redemption shall be effected strictly in accordance with the terms relating to redemptions in the Memorandum and in the Memorandum and Articles of Association of the Fund.
3. The Shareholder hereby represents and warrants, in its individual capacity or otherwise, that it is the true and lawful owner of the Shares to which this request relates, with full power and authority to request the redemption of such Shares and that such Shares are not subject to any pledge or other encumbrance.
4. The Shareholder irrevocably requests you to:

**Choose Option A or B by checking in the option space below:**

Option A: - redeem those numbers of Shares shown below;

Option B: - redeem sufficient numbers of Shares to realise the amounts shown below.

Number of Preference Shares or currency (US\$) amount:

**Please tick the box, if the redemption request represents your total holding**

5. **Bank wire transfer instructions.** The redemption proceeds should be sent to the Shareholder according to the bank wire transfer instructions as set out in the Shareholder's original Subscription Form. Alternatively, if such details have changed, the bank wire transfer instructions to be used are as follows:

Genesis Clean Tech Fund Ltd.

To (Name of Bank) :  
Address :  
:  
:  
SWIFT / BIC :  
For the account of :  
Account no. / IBAN :  
For further credit to :  
Sub-account no. / IBAN :

6. **Shareholder information.** Shares are registered as follows:

Name :  
Address :  
:  
:  
Telephone :  
Facsimile :  
E-mail :  
  
Registered name :  
Registered address :  
:  
:

# Genesis Clean Tech Fund Ltd.

7. This redemption notice shall be irrevocable with respect to the Shareholder.

The Shareholder executed this redemption request on \_\_\_\_\_ (date) in  
\_\_\_\_\_  
(place).

Signature(s) of Shareholder

## NOTES

- (i) To redeem Shares, this form must be signed by the registered holder or authorised signatories and in the case of a body corporate, by a duly authorised officer(s) or under seal (if applicable). Signatories may be required to produce evidence of authority.
- (ii) If this redemption request is signed under power of attorney, such power of attorney or a duly certified copy thereof must accompany this redemption request.
- (iii) The redemption form has to be received by the Administrator at the address given above at least 10 business days prior to the Redemption Day on which the Shares will be redeemed failing which the redemption request will be held over until the next Redemption Day and Shares will be redeemed at the relevant Net Asset Value applicable on such Redemption Day. Where the Administrator has received a redemption form by fax, the Administrator must receive the original redemption form before redemption proceeds will be paid.
- (iv) Payments will ordinarily be made within ten (10) Business Days after the determination of the Net Asset Value Per Share or as promptly thereafter as the director(s) consider feasible under the circumstances, without interest.
- (v) The director(s) may declare a suspension of redemptions or defer redemption requests in the circumstances described in the Memorandum.