



PEREGRINE ENHANCED USD CASH FUND

A separate Cell of

PEREGRINE GLOBAL FUNDS PCC LIMITED

(A protected cell company registered with limited liability in Guernsey with registration number 54802 and authorised by the Guernsey Financial Services Commission as an authorised open-ended collective investment scheme of Class B)

SUPPLEMENTAL SCHEME PARTICULARS dated 14 February 2022

These Supplemental Particulars containing information relating to the Peregrine Enhanced USD Cash Fund should be read and construed in conjunction with the Particulars relating to Peregrine Global Funds PCC Limited (the "Particulars"). This document is deemed to be incorporated in and to form part of the Particulars and may not be distributed unless it is accompanied by them and such other documentation as the Particulars may prescribe.

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NOTICE TO INVESTORS

These Supplemental Particulars are submitted to you in connection with your consideration of an investment in shares (“Participating Shares”) of the Peregrine Enhanced USD Cash Fund (the “Fund”), a Cell of Peregrine Global Funds PCC Limited (the “Company”). These Supplemental Particulars may not be reproduced in whole or in part.

The statements made in the Particulars concerning who may purchase or hold Participating Shares, reflect the Company's assessment of certain legal and disclosure issues as bearing on the particular circumstances of the offering of Participating Shares of the Fund.

In any case of conflict or inconsistency between statements in these Supplemental Particulars and the Particulars, the Supplemental Particulars will, as to the Fund and the Participating Shares, supersede the Particulars.

These Supplemental Particulars do not constitute an offer or solicitation in any state or other jurisdiction in which an offer or solicitation is not authorised. The Participating Shares are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted by the articles of incorporation of the Company and under The Securities Act and the securities laws of any other applicable jurisdiction, pursuant to registration or exemption therefrom, as more fully described below and in the application form for purchasing Participating Shares.

In making an investment decision investors must rely on their own examination of the Fund and the terms of the offering (including satisfying themselves that they have received all information necessary to make such a decision) including the merits and risks of the proposed investment. No representations or warranties of any kind are intended or should be inferred with respect to the economic return or the tax consequences from an investment in the Fund and nothing in these Supplemental Particulars should be construed as legal or tax advice. No assurance can be given that existing laws will not be changed or interpreted adversely. Each investor (including those whose investment authority is subject to legal restrictions) should consult its own legal or other advisers concerning the legal, or other considerations relating to its proposed investment in the Participating Shares.

No offering literature or advertising in any form shall be employed in the offering of Participating Shares other than these Supplemental Particulars, the Particulars and the agreements referred to herein. No person other than the Company and any duly appointed and authorised marketing agent of the Company (“a Marketing Agent”) has been authorised to make representations, or give any information, with respect to the Participating Shares, except the information contained herein. Any information or representation not contained herein or otherwise supplied in writing by the Company or a Marketing Agent must not be relied upon.

Investment in the Fund will involve significant risks due to, among other things, the nature of the Fund's investments and actual and potential conflicts of interest, and there can be no assurance as to the returns on any of the Fund's investments or that there will be a return of capital. See the section “Risk Factors” of the Particulars and these Supplemental Particulars and “Conflicts of Interest” in the Particulars. Investors should have the financial ability and willingness to accept the risks (including, among other things, the risk of loss of investment and lack of liquidity) that are characteristic of the investments described herein and should consult their financial or investment advisors regarding the appropriateness of making investments in the Fund.

Statements in these Supplemental Particulars are made as of the date hereof unless stated otherwise.

DEFINITIONS

Save as provided below, words and expressions defined in the Particulars shall have the same meanings herein. In these Supplemental Particulars, the following words shall have the meanings opposite them unless the context in which they appear requires otherwise.

Base Currency	The currency in which the Net Asset Value of the Fund is determined, being US Dollars (US\$);
Business Day	Any day on which banks in Guernsey are open for normal business (excluding Saturdays and Sundays);
Company	Peregrine Global Funds PCC Limited;
Dealing Day	A Subscription Day or a Redemption Day;
Fund	Peregrine Enhanced USD Cash Fund, the Cell to which these Supplemental Particulars relate;
Redemption Day	Each Business Day or as the Directors may otherwise determine in their sole discretion;
Subscription Day	Each Business Day or as the Directors may otherwise determine in their sole discretion;
Sub-Investment Manager	JP Morgan Asset Management (UK) Limited
Valuation Point	The Valuation Point at which prices shall be used when valuing the assets of the Sub-Fund shall be such time on the Business Day prior to the Dealing Day which reflects the close of business in the markets relevant to the assets and liabilities of the Fund or such other time on the Business day prior to the Dealing Day as the Directors may determine from time to time and notify to Shareholders.

For the meaning of general investment terms used in this document please refer to the Glossary at the end.

PEREGRINE ENHANCED USD CASH FUND

Introduction

The Fund is a Cell of Peregrine Global Funds PCC Limited, a protected cell company registered with limited liability in Guernsey on 13 March 2012 and authorised by the GFSC as an authorised open-ended collective investment scheme of Class B. At the date of this document, the Company has eight other Cells in existence, namely:

Peregrine Global Real Estate Fund;

Peregrine US Managed Volatility Equity Fund;

Peregrine Global Bond Fund;

Peregrine Global Greats Fund;

Peregrine Emerging Market Equity Fund;

Peregrine Global Equity Feeder Fund;

Peregrine Global Macro Fund;

Peregrine Global Dividend Fund.

The Base Currency of the Fund, being the currency in which the Fund will price and report its results, is US Dollars.

Pursuant to these Supplemental Particulars, Participating Shares are being offered in the following classes:

- Class R, denominated in US Dollar
- Class R (hedged), denominated in South African Rand

Although all classes will benefit from the same underlying investment objectives and policy, each class will be priced and valued in its specific currency. The Directors may create additional classes from time to time in their absolute discretion.

The Net Asset Value of the Fund and the underlying assets of the Fund will be valued in the Base Currency.

Class R (hedged) Shares may be affected favourably or unfavourably by changes in the exchange rate between the Base Currency and the South African Rand. However, the Manager may, by appropriate currency hedging, seek to protect the value of the Class R (hedged) Shares. All assets, income, earnings, liabilities, expenses and costs attributable to a particular class (for example, hedging costs) will be booked against the class to which such items relate.

The Directors are permitted to amend the following investment objectives, policies and restrictions (including any borrowing and hedging powers) applicable to the Fund provided that no material change shall be effected without Shareholders being given a prior opportunity to deal in their Participating Shares. Shareholders will not be required to approve any amendments to the following

investment objectives, policies and restrictions (including any borrowing and hedging powers) applicable to the Fund although the Directors reserve the right to seek approval from Shareholders by Extraordinary Resolution in lieu of the provision of a prior opportunity to deal in their Participating Shares if they consider it appropriate to do so.

Investment Objective

To achieve a return in excess of US money markets by investing in USD-denominated short term debt securities.

The Enhanced US Dollar Cash strategy is suited for investors who seek potentially higher returns than a money market fund with higher risk by employing a broad range of investments while tactically managing duration.

Performance Benchmarks: ICE BofAML 3-month U.S. Treasury Bill Index for Class R and ICE BofAML 3-month U.S. Treasury Bill Index fully hedged to South African Rand for Class R (hedged) (together the "Benchmarks").

The Benchmarks are only used for performance comparisons. The Fund may bear little resemblance to the Benchmarks.

Investment Policy

- The Fund's assets will only be invested in USD-denominated debt securities such as US Treasury securities, securities issued or guaranteed by the US government or its agencies, corporate debt securities and asset-backed securities.
- The Fund may enter into reverse repurchase transactions with highly rated counterparties collateralised with securities such as US Treasury securities, corporate securities, asset-backed securities and equities. Such collateral will be USD denominated only and restricted to investment grade where applicable. No maturity constraints apply to the collateral.
- At the time of purchase, debt securities with a long-term rating will be rated at least investment grade, i.e. BBB- or Baa3 (or the equivalent), with no more than 10% rated below A- by S&P or equivalent rating by at least one independent rating agency. For split rated securities, the middle of three or lowest of two ratings shall prevail.
- At time of purchase, debt securities with a short-term rating will be rated at least A-2 by S&P (or equivalent rating).
- For asset-backed securities (ABS), if long term ratings apply, ABS must be AAA-rated by at least two rating agencies. If short term ratings apply, ABS must be rated at least two of A-1+ / P-1 / F1+ (S&P / Moody's / Fitch) or their equivalents by other rating agencies, where any two conforming ratings are eligible as long as one rating is either S&P or Moody's. Where short term ratings apply and there is a split rating, the highest rating will apply for ABS in order to accommodate a P-1 rating by Moody's.
- The Fund may also invest in unrated securities of comparable credit quality to those specified above.
- The weighted average duration of the Fund's investments will not exceed one year, and the

initial or remaining maturity of each debt security will not exceed three years from the date of settlement. The initial or remaining average life of MBS/ABS will not exceed three years from the date of settlement.

- Cash and cash equivalents may be held on an ancillary basis.

All of the above investments will be made in accordance with the limits set out under the sections Investment Restrictions and Principal Restrictions.

Eligible Investments

- Obligations of, and issues guaranteed by, the US Treasury, US Agencies, and US Government Sponsored Enterprises (“GSEs”).
- Debt obligations of, and issues guaranteed by, non-US governments, non-US agency, non-US quasi-governments and supra-national organizations.
- Debt obligations of corporations, including medium term notes and US dollar issues of foreign corporations (“Yankees”).
- Securities issued under rule 144A or other private placements.
- Commercial Paper (and asset-backed commercial paper).
- Certificates of Deposit and Time Deposits, (Domestic, Eurodollar and Yankee).
- Municipal Securities including taxable and tax-exempt Commercial Paper, Variable Rate Demand Notes (“VRDNs”), bonds and notes.
- Money Market collective investment schemes that meet the criteria for Authorised Schemes.
- Tri-party repurchase agreements (100% backed by Treasuries, Agencies and/or Agency Mortgages).
- Asset-Backed Securities (ABS) including, but not limited to, securities backed by credit card, auto, and other assets (First or second lien mortgages to subprime borrowers are not permitted).

Authorised Schemes

Subject to the investment restrictions, the Fund may invest in Authorised Schemes. “Authorised Schemes” comprise those collective investment schemes, listed or unlisted, which meet all the criteria below.

- The scheme is operated on similar criteria to those applicable to South African domiciled collective investment schemes in securities and such a scheme may not be classified as a hedge fund (Schemes that are approved by the Financial Sector Conduct Authority to solicit investments in South Africa, provided that they may not be classified as hedge funds, are deemed to meet this criterium.);
- The scheme is not allowed to utilise borrowing for the purpose of gearing;

- The scheme may only use derivatives for efficient portfolio management and no uncovered positions and/or net short positions are allowed;
- The scheme offers a minimum of weekly investor dealing;
- The scheme does not invest in instruments that compel the acceptance of physical delivery of a commodity;
- The scheme has a risk profile that is not significantly higher than the risk profile of the other schemes that may be included in the Fund.
- The scheme is not a synthetic exchange traded fund (“ETF”) nor is it a leveraged ETF.

The Investment Advisor must carry out a formal investment due diligence on the collective investment scheme and must certify to the Manager and Sub-Investment Manager that it complies with the criteria above.

Investment Restrictions

The assets of the Fund shall not be invested in contravention of limits or restrictions imposed under its Articles and disclosed in its Particulars and these Supplemental Particulars; and if the limits or restrictions disclosed in the Particulars and these Supplemental Particulars are more restrictive than those imposed under the Articles, no departure may be made from the limits or restrictions disclosed in the Particulars and these Supplemental Particulars unless written notice is given to Shareholders and the Particulars and/or these Supplemental Particulars are duly amended in accordance with the Rules.

Principal Restrictions

The principal restrictions and limitations are as follows:

1. Issuing bodies:
 - 1.1 The Fund will invest no more than 5% of its assets in transferable securities or money market instruments issued by the same issuing body. This does not apply to tri-party repurchase agreements, money market mutual funds, and obligations of, and issues guaranteed by, the US Treasury, US Agencies, and US GSEs – all of which are exempt from this limitation. For ABS, each separate trust (pool of assets) is defined as a separate issuer.
 - 1.2 The Fund may not invest more than 5% of its total assets in deposits made with the same body.
2. A maximum of 75% of the Net Asset Value of the Fund may be invested in units of an Authorised Scheme.

The Manager will ensure that the Fund, at the time of any investment purchase, or upon entering into any contract, is not in breach of the above investment restrictions. Accordingly, the Manager shall be under no obligation to dispose of any investments which, following the initial investment, cause the Fund to exceed the above restrictions.

Currency Hedging

The value of Participating Shares denominated in currencies other than the US Dollar may be affected favourably or unfavourably by changes in the exchange rate between the US Dollar and the currency in which the relevant Participating Shares are denominated. The Manager may, by appropriate currency hedging, seek to either protect the value of the Participating Shares denominated in currencies other than the US Dollar against a decline in the value of their respective base currencies against the US Dollar (the base currency of the Fund).

All costs of hedging which is specific to a particular class will be allocated to the Net Asset Value of the relevant class.

Borrowings

No borrowing shall be undertaken by the Fund.

Distribution Policy

It is not the intention of the Directors to declare dividends and any dividend and interest income received in respect of the Fund's investments may be retained by the Fund for reinvestment by the Sub-Investment Manager. Dividends will therefore be automatically re-invested for the benefit of Shareholders.

Notwithstanding the foregoing, the Directors may declare dividends out of the assets of the Fund lawfully available for the purpose, but are under no obligation to do so.

Report and Accounts

The audited financial statements of the Company, which include the Fund, will be prepared and distributed in accordance with the Particulars of the Company.

Safe-Keeping of Assets

All assets of the Fund shall be held in safe custody by the Custodian.

Register

Any Shareholder may inspect the Register of Shareholders at the office of the Administrator, the address of which is stated in the Directory in the Particulars, during usual office hours.

MANAGEMENT AND ORGANISATION

Sub-Investment Manager

The Manager has appointed JP Morgan Asset Management (UK) Limited as Sub-Investment Manager to the Fund. The Sub-Investment Manager is incorporated as a private limited company in England and Wales. Its registered office is at 25 Bank Street, Canary Wharf, London, E14 5JP.

By an agreement dated 5th July 2019 (the “**Sub-Investment Management Agreement**”) the Sub-Investment Manager is appointed as discretionary sub-investment manager in respect of the assets of the Fund. Risk management and oversight functions will remain the responsibility of the Manager.

The remuneration of the Sub-Investment Manager is met by the Manager out of its own remuneration.

The Investment Advisor

The Investment Advisor is Citadel Investment Services (Proprietary) Limited which is incorporated as a company with limited liability in South Africa. Its registered office is at Kaaimans Building, Lynnwood Bridge Office Park, 14 Hilden Road, Lynnwood Manor, Pretoria, 0081. The Investment Advisor is a wholly owned subsidiary of the Citadel Group and part of the same corporate group as the Manager.

By an agreement dated 1 January 2013 (the “**Investment Advisory Agreement**”) the Investment Advisor undertakes to keep the Fund’s investments under regular review and provide the Manager with advice on the investment and general deployment of the Fund’s assets. The Investment Advisor has no discretionary authority and, except where expressly instructed, the Investment Advisor shall not have any power to enter into any transaction on behalf of or in any other way to bind the Manager and/or the Company.

The Investment Advisor shall not be responsible for any loss or damage which the Manager or the Company may sustain or suffer as a result of or in the course of the discharge of its duties other than loss or damage by reason of the fraud, negligence or willful default of the Investment Advisor. The Manager out of the property of the Company shall indemnify and hold harmless the Investment Advisor against all claims and demands which may be made against the Investment Advisor in respect of any loss or damage sustained or suffered by any third party, otherwise than by reason of the fraud, negligence or wilful default of the Investment Advisor. Such indemnity shall be limited to the assets of the Cell to which the action, claim, proceedings or demand in question relates.

The Investment Advisory Agreement provides that the appointment of the Investment Advisor will continue in force until terminated by the Investment Advisor or the Manager giving to the other parties not less than three months’ written notice, although in certain circumstances (including where a resolution for the winding up of a party or parties to the agreement is passed or where a party or parties to the agreement commits material breach of its obligations under the agreement) the agreement may be terminated forthwith by notice in writing.

The Investment Advisor has the power to delegate any of his duties and functions to a third party with the approval of the Company. Details of such appointment will appear in the relevant Supplemental Particulars.

The Investment Advisor may deal in Participating Shares without accounting to the Shareholders or the Company for any profits.

The remuneration of the Investment Advisor is met by the Manager out of its own remuneration, however the Company shall be liable to meet properly incurred expenses of the Investment Advisor in the furtherance of its duties.

RISK FACTORS

The risk factors which investors should consider before making an investment in the Fund are detailed in the Particulars relating to the Company. In addition to those risk factors, investors should note the following additional risk factors which are specific to the Fund:

Reliance on the Sub-Investment Manager

The Fund's investments will be managed by the Sub-Investment Manager and its affiliates. The Fund is dependent upon the services of the Sub-Investment Manager and its affiliates, which shall have ultimate responsibility to make all decisions with respect to the investment and trading activities of the Fund. There can be no assurance that such services will be available for any length of time. Shareholders will not have the opportunity to evaluate fully for themselves the relevant economic, financial and other information regarding the Fund's investments. Shareholders will be dependent on the Sub-Investment Manager's and its affiliates' judgment and abilities. There is no assurance that the Sub-Investment Manager and its affiliates will be successful. Furthermore, although the Sub-Investment Manager believes that the success of the Fund is not dependent upon any individual, there can be no assurance that any of the current officers and employees of the Sub-Investment Manager and its affiliates will continue to serve in their current positions or continue to be employed by the Sub-Investment Manager and its affiliates. Departures of such persons may have a materially adverse impact on the performance of the Fund. Accordingly, no person should purchase any Participating Shares unless it is willing to entrust all aspects of the trading activities of the Fund to the Sub-Investment Manager and its affiliates.

Debt securities risk

All debt securities (bonds) including those issued or guaranteed by governments and their agencies carry credit risk and interest rate risk.

Government debt

Government debt securities are subject to market risk, interest rate risk and credit risk. Governments may default on their sovereign debt and holders of sovereign debt (including the Fund) may be requested to participate in the rescheduling of such debt and to extend further loans to the governmental entities. There is no bankruptcy proceeding by which sovereign debt on which a government has defaulted may be collected in whole or in part. Global economies are highly dependent on one another and the consequences of the default of any sovereign state may be severe and far reaching and could result in substantial losses to the Fund.

Investment grade debt

With investment grade debt securities, the likeliest form of credit risk is a credit downgrade, which typically will cause a security's value to fall. It is unlikely, though not unknown, for an investment grade bond to go into default. The downgrading of debt securities may affect the liquidity of investments in bonds. Other market participants may be attempting to sell debt securities at the same time as the Fund, causing downward pricing pressure and contributing to illiquidity. The ability and willingness of bond dealers to "make a market" in debt securities may be impacted by both regulatory changes as well as the growth of bond markets. This could potentially lead to decreased liquidity and increased volatility in the debt markets. Bonds are particularly susceptible to interest rate changes and may experience significant price volatility. If interest rates increase, the value of the Fund's investments typically declines. In a historically low interest environment, risks associated with rising interest rates

are heightened. On the other hand, if interest rates fall, the value of the investments generally increases. Securities with greater interest rate sensitivity and longer maturities tend to produce higher yields, but are subject to greater fluctuations in value.

Subordinated debt

Subordinated debt securities are more likely to suffer a partial or complete loss in the case of any default or bankruptcy of the issuer, because all obligations to holders of senior debt must be satisfied first. Certain subordinated bonds are callable meaning the issuer has the right to buy it back at a specified date and price. If the bond is not “called”, the issuer can extend the maturity date further or defer or reduce the coupon payment.

Unrated bonds

The credit quality of bonds that have not been rated by an independent rating agency will be determined by the Sub-Investment Manager at the time of the investment. Investments in unrated bonds are subject to those risks of a rated security of comparable quality.

MBS / ABS risk

Mortgage-backed and asset-backed securities (MBS and ABS) depend on the cash flows from a specified pool of financial assets and are subject to greater credit, liquidity and interest rate risk and may be more volatile than other bonds.

MBS / ABS prices and yields typically reflect the assumption that they will be paid off before maturity. When interest rates fall, these securities are often paid off early, as the borrowers of the underlying debt refinance at lower interest rates (prepayment risk). Subsequently the Fund may have to reinvest in lower-yielding securities. When interest rates rise, the underlying debt tends to be repaid later than expected, and can therefore increase the duration, and hence the volatility, of these securities. In addition investments in MBS / ABS may be less liquid than other bonds. To-be-announced (TBA) securities, which are MBS or ABS that are purchased sight unseen 48 hours before they are issued, can fall in value between the time the Fund commits to the purchase and the time of delivery.

Credit risk

A bond will generally lose value if the issuer’s financial health deteriorates, or appears likely to. An issuer could go into default (become unwilling or unable to make payments on their bonds), which often will make the bond illiquid or worthless.

Interest rate risk

When interest rates rise, bond prices tend to fall. This risk is greater the longer the maturity or duration of the bond. It also can affect investment grade bonds more than below investment grade bonds.

SUBSCRIPTION, REDEMPTION AND CONVERSION OF PARTICIPATING SHARES

Subscriptions

Participating Shares are available for subscription by eligible investors at the Subscription Price per Participating Share. Investors may subscribe for Participating Shares on any Subscription Day in accordance with the procedure set out below under "Application Procedure". Subscriptions in the Fund are subject to acceptance by the Manager.

The Manager may close the Fund to new subscriptions if it determines, in its sole discretion, that the acceptance of further subscriptions is not in the interests of existing Shareholders.

Minimum Subscription

The minimum initial subscription for Participating Shares that will be accepted is US\$10,000 (or currency equivalent). The Manager may vary this amount but not so as to require Shareholders to increase their holdings in the Fund. Additional subscriptions may be made in any amounts.

The Manager may waive such minimum subscription thresholds either generally, or on a case by case basis, in its sole discretion.

Application Procedure

The Administrator must receive an application form (prospective shareholders) or clear instruction (existing shareholders) by post, fax or electronic means by no later than 4.00 p.m. Guernsey time on the Business Day prior to the relevant Subscription Day in the case of the USD denominated Class R and by 4.00 p.m. Guernsey time two (2) Business Days prior to the relevant Subscription Day in the case of the ZAR denominated Class R (hedged). All applications must include the following information:-

- the amount to be invested, such amount being for not less than the minimum subscription as specified in these Supplemental Particulars under "Minimum Subscription";
- the exact name(s) in which the Participating Shares are to be registered and the name and address to which any correspondence should be sent;
- confirmation that the application has been made in compliance with the Articles and the terms and conditions of these Supplemental Particulars and the Particulars;
- redemption payment instructions; and,
- in the case of a corporate investor, a certified copy of its current authorised signatory list.

All requests received before 4.00 p.m. Guernsey time on a Business Day will be processed on that Business Day. Those received and accepted after that time will be processed the next Business Day.

Issue of Participating Shares and Settlement

Participating Shares are issued upon acceptance of an application for Participating Shares on the condition that cleared payment is received by the Administrator by the third Business Day after the relevant Subscription Day except in the case of a conversion of Participating Shares of one Cell to Participating Shares of another Cell when funds from the redemption of the old Participating Shares

will be applied in the purchase of the new Participating Shares.

Notice requiring payment of the Subscription Price shall be deemed to have been made by the Directors with effect from the Subscription Day pursuant to the terms of the application for Participating Shares as provided in this document. In the event that payment is not received by the third Business Day after the Subscription Day (save in respect of conversions as provided above) unless the Manager, in its absolute discretion, agrees otherwise, the Participating Shares shall be forfeited and cancelled without prior notice to the investor at its own cost.

Until cleared payment for the Participating Shares is received from the investor, the Participating Shares are subject to a lien in favour of the Fund. During this period, voting rights and entitlements to dividend payments are suspended, and the investor cannot switch or transfer the Participating Shares. Subscription monies will only be moved to the Fund's account on the third Business Day after the Subscription Day regardless of whether it is received earlier than that date.

Any forfeiture of Participating Shares in accordance with the aforementioned provisions shall include all dividends and distributions declared in respect of such Participating Shares. A forfeited Participating Share shall be deemed to be the property of the Fund and may be sold, re-allotted or otherwise disposed of on such terms as the Directors shall think fit and at any time before a sale or disposition the forfeiture may be cancelled. A person whose Participating Shares have been forfeited shall cease to be a Shareholder in respect of the forfeited Participating Shares, but shall notwithstanding the forfeiture remain liable to pay the Fund all monies which at the date of forfeiture were presently payable by him to the Fund in respect of such Participating Shares together with all administrative costs and/or other investment losses incurred by the Fund associated with the forfeiture of the Participating Shares and the Directors may enforce payment by written demand without any allowance for the value of the Participating Shares at the time of forfeiture.

In all cases any money returnable to the investor will be held by the Manager without payment of interest pending receipt of the remittance.

Details of how payments may be made can be found in the relevant application form or, in respect of clear instructions from existing shareholders, shall be sent by email to the investor on the first Business Day following the relevant Dealing Day. The Manager may reject any application or accept an application in part only or treat as valid an application which does not fully comply with the terms and conditions of application. If any application is not accepted, the amount paid on application (if any) will be returned, without interest to the account from which such monies were originally debited or, if remitted by bank draft, by post to the first address given in the application at the cost and risk of the applicant in either case. The Manager in its absolute discretion may accept applications for Participating Shares and/or subscription monies on shorter notice periods either generally or in a particular case.

To ensure compliance with statutory and other requirements relating to money laundering the Manager will require verification of identity from any person or corporate entity lodging a completed application form. This information will be kept on file and will only need to be updated should there be any relevant changes made. Any information provided to the Company or the Manager in this context is collected for anti-money laundering compliance purposes only. If within a reasonable period of time following a request for verification of identity, the Manager has not received evidence satisfactory to it, it may, in its absolute discretion, refuse to allot the Participating Shares applied for in which event application monies will be returned without interest to the account from which such monies were originally debited at the cost and risk of the applicant. Funds remitted by bank draft will be returned by post at the applicant's risk by bank draft to the paying bank without interest, less any

charges for the account of the drawer, quoting the applicant's name. References to the “Manager” in this paragraph shall include its nominees and duly appointed agents including, but not limited to, the Administrator.

Each potential investor of Participating Shares will be required in the application form to make appropriate representations and warranties.

Potential investors are referred to the Particulars for details of calculation of Subscription and Redemption Prices and the procedures applicable to the subscription, redemption and conversion of Participating Shares.

The attention of investors is drawn to the Privacy Notice at Appendix 1 to the Particulars which sets out how and why the Company and its service providers process personal data.

Redemption Notice and Procedure

A Shareholder who wishes to redeem all or any part of his holding must give the Administrator notice of his intention by 4:00 p.m. Guernsey time on the Business Day prior to the relevant Redemption Day in the case of the USD denominated Class R and by 4:00 p.m. Guernsey time two (2) Business Days prior to the relevant Redemption Day in the case of the ZAR denominated Class R (hedged). Such a request should clearly identify the holding to be redeemed by including the details as inscribed on the register of Shareholders or the purchase contract reference number or the investor’s account number. The Manager in its absolute discretion may accept shorter notice periods for redemption having regard to, among other things, the liquidity of the Fund and the potential disadvantage to other Shareholders. The Redemption Procedure for the Fund is set out in the Particulars.

Conversion Procedure

The Conversion Procedure for the Fund is set out in the Particulars.

Compulsory Redemption

The Directors have resolved that they may at their discretion compulsorily redeem at any time the Participating Shares in the Fund of any investor which, as a result of a redemption of any part of the investor's holding, have a value of less than US\$5,000 (or the currency equivalent).

If the Net Asset Value of the Fund or any share class is less than US\$25 million (or currency equivalent) on each Valuation Point falling within a period of 12 consecutive weeks the Directors may on not less than 21 clear days’ notice (expiring on a Dealing Day) either compulsorily redeem all the Participating Shares of the Fund or the share class in issue or convert them into Participating Shares of another Cell or another class of the same Cell.

Participating Shares may be compulsorily redeemed if the holder thereof is deemed by the Directors to be holding such shares in breach of any applicable law or requirement of any country or governmental authority.

Publication of Prices

The Subscription Price (exclusive of any initial charge) and the Redemption Price in respect of the immediately preceding Dealing Day will be available on request from the Manager and the Administrator and will also be published on the Manager’s website at www.peregrine.gg.

FEES AND EXPENSES

Establishment Costs

All the costs and expenses associated with the organisation and the initial offering of Participating Shares of the Fund have been paid by the Manager.

Cost structure

It is intended that the fees and expenses of the Fund shall be allocated between the Participating Shares on a pro rata basis. A summary of the ongoing expenses to be met out of the assets of the Fund are detailed in the Particulars.

Fees of the Manager

Pursuant to the Management Agreement, the Manager currently charges the following fees:

An initial charge up to 3% of the subscription amount may be levied on all initial subscriptions for Participating Shares. The Manager may in its absolute discretion waive this fee from time to time either generally or in a particular case.

A periodic charge (the “**Management Fee**”) of 0.35% per annum of the Net Asset Value of the Fund attributable to the Class R and Class R (hedged) Participating Shares.

Such Management Fee shall be calculated and accrued daily and payable monthly in arrears. If the Manager’s appointment is terminated during a calendar year, the Management Fee shall be calculated and shall be payable on a pro rata basis for the period of the calendar year for which it has served as Manager under the Management Agreement.

No redemption charge is levied on redemptions of Participating Shares.

Fees and charges in relation to additional classes of Participating Shares will be agreed between the Directors and the Manager at the time of creation of such additional share classes and these Supplemental Particulars updated accordingly.

Fees of the Investment Advisor and Sub-Investment Manager

The Investment Advisor and Sub-Investment Manager shall be entitled to such remuneration as agreed with the Manager from time to time. The fees payable to the Investment Advisor and Sub-Investment Manager will be met by the Manager out of the Management Fee, however the Company shall be liable to meet properly incurred expenses of the Investment Advisor in the furtherance of its only.

Fees of the Administrator

The Administrator shall be entitled to be paid monthly in arrears, out of the property of the Fund a fee based on the Net Asset Value of the Fund. The fee is determined as follows:

US\$0 – US\$50 million: 0.080% per annum

US\$50 million - US\$200 million: 0.070% per annum

Above US\$200 million: 0.060% per annum

The administration fee is subject to a minimum fee of \$48,000 per annum.

The Administrator will charge the following fees for transfer agency services:

Service	Fee
Investor registration fee	US\$25 per investor per annum
Investor transaction fee – manual transactions	US\$25 per transaction
Investor transaction fee – automated transactions	US\$16 per transaction
Complex dealing fee, conversions, switches and transfers	US\$40 per transaction
Cheque payments (offshore only)	US\$80 per payment

Insofar as permitted by the Rules and the Administration Agreement the Administrator shall also be entitled to reimbursement out of the assets of the Fund of all out of pocket expenses properly incurred for the benefit of the Fund. The Administrator's fees are subject to annual review.

Fees of the Custodian

The Custodian shall be entitled to be paid monthly in arrears, out of the property of the Fund, (a) safekeeping charges on holdings in other collective investment schemes of up to 0.04% of the Net Asset Value attributable thereto per annum plus relevant transaction charges and (b) safekeeping charges on holdings in direct securities which vary depending on the country/market of such securities plus relevant transaction charges. A schedule of current safekeeping charges on holdings in direct securities is available from the Manager, upon request. The Custodian's fee is subject to a minimum annual fee of US\$20,000. Charges in connection with credit, banking and treasury services are additional. The Custodian shall also be entitled to reimbursement of reasonable fees and customary agents' charges paid by the Custodian to any sub-custodian which shall be charged at normal commercial rates together with value added tax, if any, thereon. Fees are subject to annual review and may be amended in accordance with the terms in the Custodian Agreement.

GLOSSARY OF GENERAL INVESTMENT TERMS

While this glossary reflects the meanings intended in these Supplemental Scheme Particulars, the definitions are primarily informational (as opposed to legal).

<p>asset-backed security (ABS) A debt security whose yield, credit quality and effective maturity derive from an interest in an underlying pool of debt assets, such as credit card debt, car loans, mortgages, student loans, equipment lease, collateralised repo loans and EETCs (Enhanced Equipment Trust Certificates).</p> <p>below investment grade Debt securities from less creditworthy issuers. These securities are rated Ba1/BB+ or lower using the highest rating available from one of the independent ratings agencies e.g. Standard & Poor’s, Moody’s or Fitch. Also known as “high yield” securities, because they typically offer higher income in exchange for their higher level of default risk compared to investment grade debt securities.</p> <p>cash equivalent A security that can be readily converted into cash, such as a treasury bill or other short-term government bond, a bank certificate of deposit or a money market instrument or fund.</p> <p>collateral Assets provided by a borrower as security to the lender in case the borrower fails to meet its obligations.</p> <p>duration A measure of the sensitivity of a debt security or a portfolio to changes in interest rates. An investment with a duration of 1 year can be expected to decline 1% in value with every 1% rise in interest rates.</p> <p>investment grade Bonds that are considered by a credit rating agency as appearing generally capable of meeting their payment obligations. Bonds rated BBB-/Baa3 or higher using the highest rating available from one of the independent ratings agencies e.g. Standard & Poor’s, Moody’s or Fitch are considered investment grade.</p>	<p>money market instrument A financial instrument that is liquid and has a value that can be accurately determined at any time, and that meets certain credit quality and maturity requirements.</p> <p>mortgage-backed security (MBS) A debt security whose yield, credit quality and effective maturity derive from an interest in an underlying pool of mortgages. The underlying mortgages may include, but are not limited to, commercial and residential mortgages, and the mortgage-backed securities may be agency (created by quasi US government agencies) and non-agency (created by private institutions).</p> <p>rating agency An independent organisation that rates the creditworthiness of debt security issuers. Examples are Standard & Poor’s, Moody’s and Fitch.</p> <p>reverse repurchase transactions The purchase of securities and the simultaneous commitment to sell the securities back at an agreed price on an agreed date.</p> <p>subordinated debt security A debt security that ranks below other debt securities of the issuer as to claims on assets or earnings should the issuer fail to meet its payment obligations.</p> <p>weighted average duration The average duration of all the securities in a portfolio, calculated by weighting the duration of individual securities by their size relative to the portfolio as a whole.</p>
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