

**NOT FOR USE OR DISTRIBUTION IN THE UNITED STATES OF AMERICA
OR THE EUROPEAN ECONOMIC AREA**

AXIOMA SPC

PORTFOLIO SUPPLEMENT

AXIOMA LEVERAGED BOND FUND SEGREGATED PORTFOLIO

This explanatory portfolio supplement (unless the context otherwise requires, the **Portfolio Supplement**) supplements the information found in the Axioma SPC Confidential Private Placement Memorandum as amended from time to time (the **Memorandum**) in relation to the investment objectives and the establishment, operation and administration of the Axioma Leveraged Bond Fund Segregated Portfolio (the **Segregated Portfolio**) of Axioma SPC (the **Fund**), an exempted segregated portfolio company incorporated on 16 March 2015 under Cayman Islands law under registration number HS-297597.

This Portfolio Supplement is submitted to the person named below on a confidential basis in connection with the private placement of (i) Class B1 non-voting, participating, redeemable segregated portfolio shares of US\$0.01 par value each of the Segregated Portfolio (the **Class B1 Shares**) and (ii) Class B2 non-voting, participating, redeemable segregated portfolio shares of US\$0.01 par value each of the Segregated Portfolio (**Class B2 Shares** and together with the Class B1 Shares, the **Shares**).

An investment in the Segregated Portfolio involves the risk of loss of all or some of an investor's investment. There is no market for the Shares, and none is expected ever to develop. Transfer of the Shares and redemption of the Shares are subject to restrictions. The offer of Shares is not contingent upon the sale of a predetermined minimum number of Shares, and there is no maximum number of Shares which may be sold, subject to the limits of the Fund's authorised share capital, as the same may be increased from time to time.

The Memorandum is an integral part of this Portfolio Supplement and must be delivered and read with this Portfolio Supplement as one document.

27 April 2015

Investor Name

Portfolio Supplement Number

This Portfolio Supplement sets out the investment objectives, leverage and restrictions of the Segregated Portfolio, together with the provisions relating to its administration and operation which are specific to the Segregated Portfolio. It also sets out additional risk factors which are specific to the Segregated Portfolio and details the offering terms, rights and restrictions and fees payable in respect of the offering of the Shares and other pertinent information regarding the purchase of such Shares that is not set out in the Memorandum.

References to the Segregated Portfolio or to the Fund shall, where the context requires, refer to the Fund acting on behalf of and for the account of the Segregated Portfolio. References to assets and liabilities of the Segregated Portfolio and Shares shall refer to assets, liabilities and Shares attributable to the Segregated Portfolio or issued in respect of the Segregated Portfolio, as appropriate and as the context requires.

NO US OFFERING

The Shares have not been registered under the United States Securities Act of 1933, as amended, and will not be filed with or approved or disapproved by any regulatory authority of the United States or any state thereof, nor has any such regulatory authority passed upon or endorsed the merits of this offering or the accuracy or adequacy of the Offering Documents. Any representation to the contrary is unlawful. There will be no private or public offering of the Shares in the United States and Shares may not be held directly or indirectly for the benefit of any US Person.

DISTRIBUTION IN THE EUROPEAN ECONOMIC AREA

As at the date of this Memorandum, the Fund has not been approved, notified or registered in accordance with the Alternative Investment Fund Managers Directive (Directive 2011/61/EU) (the **AIFMD**) for marketing to professional investors in any member state of the European Economic Area (the **EEA**) and the Fund is not being “marketed” (as such term is defined for the purposes of the AIFMD) to investors in the EEA. Such approval may be sought or notification or registration made in the future. This Memorandum may therefore only be transmitted to an investor in a member state of the EEA at that investor’s own initiative.

None of the Fund’s service providers performs any functions of a depositary under the AIFMD and, amongst other matters, no investor shall be entitled to receive any disclosure or report required pursuant to the AIFMD in respect of an alternative investment fund being marketed in any EEA member state and no reports will be filed with any competent authority in any EEA member state by or in respect of the Fund.

OFFERING RESTRICTIONS

The distribution of the Offering Documents and the offering of Shares in certain jurisdictions may be restricted and accordingly persons into whose possession the Offering Documents may come are required by the Fund to inform themselves of and to observe any such restrictions. The Offering Documents do not constitute an offer or solicitation to any person in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it would be unlawful to make such offer or solicitation.

Subscribers are specifically referred to the Memorandum for information about the Fund and the Segregated Portfolio, its principals, service providers, certain other risk factors, certain information relating to fees, subscription and redemption policies and procedures, corporate structure and other

relevant information not set out in this Portfolio Supplement including, without limitation, the risk factors and conflicts of interests which will be applicable to all Segregated Portfolios of the Fund including the Segregated Portfolio.

Capitalised terms used herein without definition shall have the meaning set out in the Memorandum.

AXIOMA SPC

AXIOMA LEVERAGED BOND FUND SEGREGATED PORTFOLIO

SUPPLEMENTAL DIRECTORY

Custodian

Credit Suisse AG
Paradeplatz 8
8001 Zürich
Switzerland

THE OFFERING

Shares in the Segregated Portfolio shall be offered for issue during the lifetime of the Segregated Portfolio, at the discretion of the Directors.

INVESTMENT OBJECTIVE AND STRATEGY

Summary Information

The following chart provides summary information about the Segregated Portfolio.

<i>Primary Investments</i>	<i>Average Portfolio Duration</i>	<i>Credit Quality⁽¹⁾</i>	<i>Redemption Frequency</i>
Fixed Income Instruments	< 10 years	Max 20% below B	Monthly

(1) As rated by Moody's Investors Service, Inc., or equivalently by Standard & Poor's Rating Service, or if unrated, determined by the Investment Adviser to be of comparable quality.

Investment Objective

The investment objective of the Segregated Portfolio is to seek maximum total return, consistent with preservation of capital and prudent investment management, using leverage to enhance the result. There can be no assurance that the Segregated Portfolio will achieve its investment objectives or be able to structure its investment portfolio as anticipated.

Investment Strategy

The Segregated Portfolio seeks to achieve its investment objective by employing a dynamic strategy of investing in a diversified portfolio consisting of Eurobonds predominantly issued by corporates. The Segregated Portfolio will likely concentrate its investments in Russia & CIS, Asia, Africa, the Middle East, Latin America and the developing countries of Europe. The Segregated Portfolio may invest in all corporate sectors. As detailed below, the Segregated Portfolio may engage in transactions in financial derivative instruments principally for hedging purposes only. Such transactions may leverage the Fund and may establish speculative positions. This may result in a higher level of volatility and risk. The Segregated Portfolio's investments may be denominated in USD and non-U.S. currencies. The Segregated Portfolio will invest mostly into liquid Eurobonds, so that under normal market conditions, up to 80% of the Segregated Portfolio's investments could be sold at the market within 1 (one) week.

Intended Investment Parameters

It is intended that the Segregated Portfolio will only invest in Permitted Investments. Permitted Investments for these purposes means Eurobonds and Money Market Instruments and Derivative Instruments.

The average portfolio duration of the Segregated Portfolio varies based on AXIOMA's forecast for interest rates and, under normal market conditions, is not expected to exceed 10 (ten) years.

The Segregated Portfolio may invest in both investment-grade securities and high yield securities ("junk bonds") subject to a maximum of 20% of its total assets in securities rated below B by Moody's, or equivalently rated by S&P or Fitch, or, if unrated, determined by AXIOMA to be of comparable quality.

No more than 20% of the Fund's assets may be invested in securities that are convertible into equity securities. The Fund may also invest up to 20% of its net assets in illiquid securities and in loan participations and loan assignments which constitute money market instruments.

The Segregated Portfolio may use derivative instruments such as futures, options, swap agreements (which may be listed or over-the-counter) and may also enter into currency forward contracts for hedging purposes only. For example, the Segregated Portfolio may use derivatives (which will be based only on underlying assets or sectors which are permitted under the investment policy of the Segregated Portfolio) (i) to hedge a currency exposure, (ii) to tailor the Segregated Portfolio's interest rate exposure to the Investment Adviser's outlook for interest rates. (iii) to hedge against the credit risk.

The Segregated Portfolio may hold both USD denominated Fixed Income Instruments and non-USD denominated Fixed Income Instruments and currency positions. The Segregated Portfolio may, but is not required to, hedge its exposure to non-US currencies. Currency hedging activities and active currency positions will be implemented using spot and forward foreign exchange contracts and currency futures, options and swaps. There can be no assurance that the Investment Adviser will be successful in employing these techniques.

The Segregated Portfolio will not invest, but can receive as a result of restructuring and consequently manage any of the following asset types: equity, both listed and unlisted, warrants, etc.

Intended Exposures

The Segregated Portfolio may invest no more than 20% of net assets in Eurobonds or money market instruments issued by the same body provided that the total value of Eurobonds and money market instruments held in the issuing bodies in each of which it invests more than 10% is less than 40%.

The Segregated Portfolio must hold securities from at least 6 different issues, with securities from any one issue not exceeding 20% of net assets. The average weight fluctuates from 2% to 5%.

The Fund has no limits in terms of geographical breakdown of the investment, but it intends to have good diversification across all countries with neutral strategy being 80% in Emerging Markets, 20% in Developed Markets, while Emerging Markets are being presented by countries from Russia & CIS, Latin America, Asia and Africa.

As stated above the Segregated Portfolio aims to maintain average credit quality of the portfolio at BB+/BBB- rating with the minimum weight of BBB- and higher at 30% and maximum weight of B and

lower of 20%.

General Provisions

- 1.1** The Segregated Portfolio may acquire no more than:
 - (i) 20% of the debt securities of any single issuing body;
 - (ii) 20% of the money market instruments of any single issuing body.
- 1.2** Paragraph 1.1 shall not be applicable to:
 - (i) transferable securities and money market instruments issued or guaranteed by a State with rating A+ or higher or its local authorities;
 - (ii) transferable securities and money market instruments issued by public international bodies of which one or more has rating A+ or higher
- 1.3** The Fund need not comply with the investment restrictions herein when exercising subscription rights attaching to transferable securities or money market instruments which form part of their assets.
- 1.4** If the limits laid down herein are exceeded for reasons beyond the control of the Fund, or as a result of the exercise of subscription rights, the Fund must adopt as a priority objective for its sales transactions the remedying of that situation, taking due account of the interests of its unitholders.
- 1.5** Neither an investment company, nor a management company or a trustee acting on behalf of a unit trust or a management company of a common contractual fund, may carry out uncovered sales of:
 - Eurobonds;
 - money market instruments;
 - financial derivative instruments.

Base Currency

The base currency of the Segregated Portfolio is the US Dollar.

Leverage

The Segregated Portfolio may employ leverage, including through the use of borrowings, for the purpose of making investments on an unrestricted basis at the discretion of the Investment Manager up to a value of 100% of the Net Asset Value of the Segregated Portfolio from time to time. The average use of leverage is expected to be around 50%. If deemed appropriate by the Investment Manager, the Fund on behalf and for the account of the Segregated Portfolio may borrow money from various institutions at prevailing interest rates and invest such sums in additional securities attributed to the Segregated Portfolio. Investors should be aware that the borrowings for investment purposes may result in higher returns, but may also result in higher losses.

Selection of Investments

The Investment Manager has sole and absolute discretion to choose which Investments comprise the overall investment strategy. Individual Investments may be retired by the Investment Manager following a review of each Investment's performance.

Risk Management

The investment strategy will target a constant level of risk by varying position sizes based on expected market volatility. In addition, the Investment Manager intends to operate stop loss orders to attempt to limit losses greater than a certain amount. In the event of a stop loss being triggered, the Investment Manager will evaluate the cause of the loss and decide on an appropriate course of action at that time.

Co-Investment and No Key Man

The Segregated Portfolio may co-invest alongside other Segregated Portfolios from time to time.

The Fund makes no representations as to the continued involvement of any specific individual(s) currently associated with the Investment Manager.

Target Investors

The Segregated Portfolio is best suited to Eligible Investors who, as part of their overall investment portfolio, are willing to accept the associated risk and a time horizon of at least 5 years. The minimum initial investment will be US\$100,000 or currency equivalent. Subject always to the provisions of Cayman Islands law, the Directors may, at their discretion, approve a lower minimum provided they are satisfied that the investor can be considered an Eligible Investor and are satisfied that the investment is a small percentage of their overall investment portfolio.

The Class B1 Shares and Class B2 Shares are available to Eligible Investors. Without prejudice to any other eligibility criteria and requirements and selling and other restrictions as may be applicable in respect of any Shares in the Memorandum, the following additional specific eligibility requirements shall apply in respect of Class B1 Shares.

Class B1 Shares may not at any time be offered, sold, resold, transferred, assigned, or transmitted causa mortis to or on behalf or for the benefit of, and may not at any time be subscribed, acquired (by transfer, assignment, transmission causa mortis, appropriation or other enforcement of a pledge or otherwise) or otherwise held by any person other than a person who, at the time of subscription, acquisition and thereafter for the whole period during which such person holds any Class B1 Shares is and remains: (i) a director, officer or employee of the Investment Manager, (ii) a subject person approved by the Investment Manager, or (iii) a member of the immediate family of such director, officer or employee of the Investment Manager (hereinafter referred to as a “Class B1 Investor”).

The Investment Manager shall certify in writing that such person or entity is a Class B1 Investor at the time of subscription or acquisition by means of a certification included in or attached to the respective Subscription Form or (as applicable) the respective Transfer Registration Form (even where the Investment Manager is not the first recipient of the said Form and such Form is submitted through other authorised service providers of the Fund or authorised intermediaries or other persons). Failing such certification by the Investment Manager, the Subscription Form or (as applicable) the respective Transfer Registration Form will not be processed. The Fund and the Administrator will be entitled to rely upon such certification provided by the Investment Manager in the absence of proof to the contrary: provided that the Fund and the Administrator (as well as the Investment Manager required to make such certification) shall be entitled to take reasonable measures to ensure that the applicant is a Class B1 Investor as aforesaid, and the applicant shall comply with such measures.

No assurance can be given that the Segregated Portfolio will be able to achieve the investment objective described above. In particular, as with any investment of this nature, investors may lose some or all of their investment. Potential investors' specific attention is drawn to the risks outlined in the sections headed **Risk Factors** and **Conflicts of Interest** in the Memorandum and to the section headed **Additional Risk Factors** in this Portfolio Supplement.

The Investment Manager may periodically modify its strategies to include varying or deleting any of the investment objectives, strategies and/or restrictions set out above and subject to the terms of the Offering Documents will not be required to seek Shareholder approval or consent prior to making any such modifications.

CUSTODIAN

Credit Suisse AG has been appointed custodian of the Segregated Portfolio (the **Custodian**). Subject to contrary instructions of the Company, the Custodian will provide custodian services in accordance with its Safe Custody Regulations.

Under the custody agreement the Custodian will not provide any other services or perform any other functions except safekeeping and the usual administrative matters relating to the Safe Custody Assets of the Segregated Portfolio, and will have no other duties or responsibilities relating to the Segregated Portfolio, for example the Custodian will not provide advisory services or asset management services nor will it monitor investment management activities or investment strategies of the Fund or the Segregated Portfolio. The Custodian shall not supervise or control the activities of the Investment Manager, the Board of Directors or the Administrator of the Segregated Portfolio. The Custodian does not warrant the contents of the Offering Documents nor will it be involved in the management, administration or Net Asset Value calculation of the Segregated Portfolio. The Custodian does not act as sponsor or promoter of the Fund or the Segregated Portfolio.

The Custodian shall not have any duties or responsibilities within the meaning of Article 72 et seq. of the Swiss Act on Collective Investment Schemes of June 23, 2006, as amended (SR 951.31).

The Fund represents and warrants that it is responsible for compliance with the requirements of the Alternative Investment Fund Managers Directive (**AIFMD**). The Fund understands that the present custody agreement does not impose any duties on the Custodian based on the AIFMD. Therefore, by signing the present custody agreement, the Fund confirms that the depositary requirements according to the AIFMD are not applicable to the Custodian.

Therefore, the Custodian does not assume any liability for negligent or wilful misconduct of the Company's Investment Manager, Board of Directors (or corresponding hierarchical level) or Administrator and potential investors should not rely upon the Custodian in deciding whether or not to invest in the Company or the Segregated Portfolio.

FEES AND EXPENSES

Organisational Costs

All initial costs specific to the establishment of the Segregated Portfolio will be paid by the Segregated Portfolio. It is anticipated that these costs will be approximately US\$40,000. The initial costs will be amortised over a 5 year period.

Management Fees

Class B1 Shares

No Management Fee shall be payable in respect of Class B1 Shares.

Class B2 Shares

Management Fees shall be $\frac{1}{365}$ of 0.75% of the Class B2 Share Series Account Net Asset Value of each Series of Class B2 Shares in issue calculated and accrued at each Valuation Day. The Management Fee shall be calculated before deduction of the Management Fee from each relevant Class B2 Share Series Account Net Asset Value.

If the Investment Manager does not act as Investment Manager for an entire calendar month, the Management Fees payable for such calendar month will be pro-rated to reflect the portion of such period in which the Investment Manager acted as such.

Management Fees will be paid to the Investment Manager as soon as reasonably practicable after each Valuation Day.

Performance Fee

Class B1 Shares

No Performance Fee shall be payable in respect of Class B1 Shares.

Class B2 Shares

The Investment Manager will also be entitled to receive a performance fee (**Performance Fee**) in respect of each Series of Class B2 Shares in issue. For each Calculation Period, the Performance Fee in respect of each Series of Class B2 Shares will be equal to 15% of the appreciation in the Class B2 Share Series Account Net Asset Value applicable to such Series of Class B2 Shares (adjusted for any redemptions and, if applicable, distributions) during the Calculation Period above the High Water Mark (each as defined below).

The Performance Fee will be calculated as at each Valuation Day and crystallised, subject to the High Water Mark at each Valuation Day, in respect of each Series of Class B2 Shares by reference to the Class B2 Share Series Account Net Asset Value of such Series of Class B2 Shares.

The Performance Fee will be paid to the Investment Manager in arrears as soon as reasonably practicable after the end of each Calculation Period.

If Class B2 Shares are redeemed during a Calculation Period, the Performance Fee in respect of such Class B2 Shares will be calculated as though the relevant Redemption Day was the end of a Calculation Period. An amount equal to any Performance Fee in respect of such Shares will be paid to the Investment Manager as soon as reasonably practicable after the relevant Redemption Day. In the event of a partial redemption, Shares will be treated as redeemed on a first in, first out basis for the purpose of calculating the Performance Fee.

If the Investment Manager does not act as Investment Manager for an entire a Calculation Period, the Performance Fee in respect of the then current Calculation Period will be calculated and paid as though the date of termination were the end of the relevant Calculation Period.

Calculation Period means a period of 3 months commencing on each 1 January, 1 April, 1 July and 1 October, provided that the first Calculation Period in respect of any Series of Class B2 Shares will be the period commencing on the date such Series of Class B2 Shares is issued and ending on the next following 31 March, 30 June, 30 September or 31 December.

High Water Mark in relation to any Series of Class B2 Shares, the highest Net Asset Value of that Series of Class B2 Shares (after payment of any Performance Fees) as at the last Valuation Day in any previous Calculation Period or, if higher, the Class B2 Share Series Account Net Asset Value of the relevant Series of Class B2 Shares immediately following the issue of such Series of Class B2 Shares.

Relevant Valuation Day means the last Valuation Day of each calendar quarter or such other day or days as the Directors may from time to time decide.

Administration Fees

The Administrator shall receive an annual fee calculated in accordance with its customary schedule of fees and is also entitled to be reimbursed for all out of pocket expenses properly incurred in performing its duties as Administrator of the Segregated Portfolio.

Custodial Fees

The Custodian acting on behalf of and for the account of the Segregated Portfolio will be entitled to fees for such services.

Broker Fees

Brokers appointed by the Fund, acting on behalf of and for the account of the Segregated Portfolio, may receive prime brokerage fees at normal commercial rates which are based upon a combination of transaction charges and interest costs. They may charge interest on debit cash balances at respective rates agreed with the Fund, although they may be reimbursed for all reasonable disbursements.

Distribution Fees

The Investment Manager or other entity appointed by the Fund, acting for and on behalf of the Segregated Portfolio, to provide distribution services may be entitled to distribution fees and related expenses from Segregated Portfolio, the details of which will be as set out in any distribution agreement.

Directors' Fees

Each Director other than Josef Meyer shall receive a fee in respect of their services as a Director of the Fund of US\$7,500 per annum together with out-of-pocket costs and expenses which shall be shared pro rata between all segregated portfolios of the Fund according to the relative net asset values thereof. Josef Meyer shall not receive any fees for his services in respect of as a Director but shall be entitled to recover out-of-pocket costs and expenses which shall be shared pro rata between all segregated portfolios of the Fund according to the relative net asset values thereof.

Banking Fees

The Segregated Portfolio will bear the costs of any banking facilities of the Segregated Portfolio which shall be at ordinary commercial rates.

General Expenses

Save as otherwise expressly provided in this Portfolio Supplement, the Segregated Portfolio will bear:

- (i) all fees, costs, expenses and claims of service providers in respect of their services for the benefit of the Segregated Portfolio;
- (ii) all fees, costs and expenses related to the Segregated Portfolio's investments or prospective investments (whether or not consummated), including, without limitation, brokerage commissions, transaction charges, any withholding or transfer taxes, interest costs and all expenses incurred in connection with locating, evaluating and executing potential Investments, including travel and other research related expenses;
- (iii) all fees, costs and expenses arising in respect of the establishment and marketing of the Segregated Portfolio, if any, (including expenses of the initial offer and sale of Shares);
- (iv) all out-of-pocket costs and expenses of the Segregated Portfolio's administration and operation including fees, expenses and indemnity payments due to Directors and Officers, costs of any litigation or investigation and the costs and expense of compiling and providing information for existing and prospective investors in the Segregated Portfolio;
- (v) all financial indebtedness incurred by the Segregated Portfolio and any fees, costs, expenses and claims of trade or other creditors of the Segregated Portfolio who have contracted with the Fund for and on behalf and for the account of the Segregated Portfolio; and
- (vi) any taxes, duties and charges attributable in the sole discretion of the Directors to the operation of the Segregated Portfolio.

SUBSCRIPTIONS AND REDEMPTIONS

Subscription Notice Period

The Subscription Notice Period is by 5:00pm Central European Time (CET) 2 Business Days prior to the relevant Subscription Day.

Subscription Price

Shares are being offered during the Initial Offer Period at a fixed price of US\$1000.00 per Share.

Following the Initial Offer Period, Shares of each Class will be available for subscription on each Subscription Day at the relevant subscription price as described below (each a **Subscription Price**). A new series of Shares of each Class will be issued on each Subscription Day on which Shares of that Class are issued.

Following the Initial Offer Period, the Subscription Price of each subsequent series of Class B1 Shares issued on each Subscription Day will be equal to the Class B1 Share Net Asset Value per Share of the Initial Series of Class B1 Shares as at the Valuation Day immediately preceding the Subscription Day on which the application is effective. If all Shares of the Initial Series of Class B1 Shares are redeemed, the Directors may substitute another series as the Initial Series of Class B1 Shares and may make such adjustments as they consider necessary to ensure that each series bears its proper proportion of the liabilities of the Segregated Portfolio.

Following the Initial Offer Period, the Subscription Price of each subsequent series of Class B2 Shares issued on each Subscription Day will be equal to the Class B2 Share Net Asset Value per Share of the Initial Series of Class B2 Shares as at the Valuation Day immediately preceding the Subscription Day on which the application is effective. If all Shares of the Initial Series of Class B2 Shares are redeemed, the Directors may substitute another series as the Initial Series of Class B2 Shares and may make such adjustments as they consider necessary to ensure that each series bears its proper proportion of the liabilities of the Segregated Portfolio.

If the Directors in their discretion so determine, the Subscription Price for Shares may be contributed in kind subject to compliance with the applicable provisions of the Memorandum and/or the Articles.

Subscription Amounts

The minimum initial investment per Class will be US\$100,000.

The minimum subsequent investment per Class by an existing holder of Shares of such Class shall be US\$10,000 or such lower amount as the Directors in their discretion may determine.

Subscription Fees

No subscription fees shall be payable upon subscription for either Class B1 Shares or Class B2 Shares.

Redemption Notice Period

The Redemption Notice Period in respect of Shares of both Classes shall be the period of 5 Business Days immediately prior to the relevant Redemption Day or such other period as the Directors may determine in any particular case.

Redemption Prices and Minimum Redemption Amounts

Each Class B1 Share shall be redeemed at the Class B1 Share Redemption Price applicable thereto. Payment of the redemption proceeds will be made on or before the fifth Business Day following the relevant Redemption Day, unless the Directors determine otherwise. No interest will accrue on any Class B1 Share Redemption Price prior to payment of the same.

Any Redemption Notice given by a Shareholder in respect of the redemption of Class B1 Shares must be with respect Class B1 Shares having a total Class B1 Share Redemption Price at the applicable Redemption Day of at least US\$10,000 unless otherwise agreed by the Directors in their sole discretion and provided that the aggregate value of such Shareholder's holding of Class B1 Shares will be at least US\$100,000 immediately following such redemption.

Each Class B2 Shares shall be redeemed at the Class B2 Share Redemption Price applicable thereto. Payment of the redemption proceeds will be made on or before the fifth Business Day following the relevant Redemption Day, unless the Directors determine otherwise. No interest will accrue on any Class B2 Share Redemption Price prior to payment of the same.

Any Redemption Notice given by a Shareholder in respect of the redemption of Class B2 Shares must be with respect Class B2 Shares having a total Class B2 Share Redemption Price at the applicable Redemption Day of at least US\$10,000 unless otherwise agreed by the Directors in their sole discretion and provided that the aggregate value of such Shareholder's holding of Class B2 Shares will be at least US\$100,000 immediately following such redemption.

If the Directors in their discretion so determine, redemptions may be made in kind subject to compliance with any applicable provisions of the Memorandum and/or the Articles.

Redemption Fees

No redemption fees shall be payable upon the redemption of any Class B1 Shares or Class B2 Shares.

Gating Percentage

The Gating Percentage applicable to Class B1 Shares and Class B2 Shares is twenty five per cent (25%).

Switching

Switching between Classes is not permitted other than with the approval of the Directors. Any such switch shall be effected by a redemption and re-subscription from and to the applicable Class.

Side Pockets

Given the liquid nature of the investment strategy of the Segregated Portfolio, the Directors do not anticipate the issue of any Side Pocket Shares by the Segregated Portfolio.

Compulsory Redemption

The Fund, acting for and on behalf and for the account of the Segregated Portfolio may, at any time upon 15days' prior written notice, compulsorily redeem any or all of the Shares:

- a. if this is done in the context of a restructuring of the Segregated Portfolio; or
- b. if the Directors in their absolute discretion believe there are any grounds of sufficient gravity to warrant doing so, including:
 - i. if the Directors, in their absolute discretion, believe there is a risk of insolvency of the Segregated Portfolio;
 - ii. if the Directors, in their absolute discretion, believe there is a regulatory or reputational reason for doing so; or
 - iii. if the Segregated Portfolio has become of such size and nature that the Directors, following a recommendation from the Investment Manager, in their absolute discretion, believe it ought

to be closed (if too small) or reorganised (for legal, regulatory, risk or other reason) as a stand-alone entity (or similar).

DESCRIPTION OF THE SHARES

The Shares

The Shares are non-voting segregated portfolio shares of US\$0.01 par value each attributable to the Segregated Portfolio. The Base Currency of the Shares is the US Dollar. The Shares have those rights and are subject to those restrictions in respect of dividends, redemptions and transfers as are set out in the Offering Documents and the Articles.

The Class B1 and Class B2 Shares are available to Eligible Investors. The Class B1 Shares are Subject to specific eligibility requirements as defined on p.6 under the heading “Target Investors”.

Save as set out above in respect of permitted offerees of the Classes, the only difference between the Class B1 Shares and the Class B2 Shares is in relation to the fees to which they are subject as set out in under **Management Fees** and **Performance Fee** above.

Segregated Portfolio Account

The proceeds from the allotment and issue of the Shares shall be applied in the books of the Fund by the Directors or the Fund’s duly authorised agent to the account of the Segregated Portfolio (the **Segregated Portfolio Account**), the assets and income attributable to the investment, management and administration of the Segregated Portfolio shall be applied to the Segregated Portfolio Account and the Segregated Portfolio Liabilities shall be settled out of the Segregated Portfolio Account.

Distributions

It is intended that all income, earnings, dividends, and other distributions received by the Segregated Portfolio as well as realised capital gains arising from the Segregated Portfolio will be reinvested. Accordingly, the Directors do not intend to make any distributions out of the Segregated Portfolio otherwise than upon liquidation of the Segregated Portfolio. Notwithstanding the above, the Directors may at their sole discretion, from time to time and subject to applicable law and regulation and funds being lawfully available therefor, determine to pay out distributions on the Shares. Any such distributions may be paid by way of dividend or redemption of a relevant portion of the Shares as the Directors may determine.

ADDITIONAL RISK FACTORS

In addition to the risk factors set out in the Memorandum which are generally applicable, the following risks should be reviewed in conjunction with the investment objective and investment strategy of the Segregated Portfolio and where applicable, considered.

General Risk

This is a new fund and historical data is, therefore, not available. This investment should be regarded as long term, with a time horizon of at least 5 years. The value of the assets held and the income generated by them are liable to go up and down and investors may not get back their initial investment.

Investment Objective Risk

Expressed as an intended result, but dependent upon market conditions and the macro-economic environment, the investment objective may become difficult or impossible to achieve, there can therefore be no guarantee or implied assurance that such investment objectives can be achieved.

Nature of Investments

The Investment Manager will have broad discretion in making Investments for the Fund. Investments will generally consist of foreign exchange instruments that may be affected by business, financial market or legal uncertainties. There can be no assurance that the Investment Manager will correctly evaluate the nature and magnitude of the various factors that could affect the value of and return on Investments. Prices of Investments may be volatile, and a variety of factors that are inherently difficult to predict, such as domestic or international economic and political developments, may significantly affect the results of the Fund's activities and the value of its Investments. In addition, the value of the Fund's portfolio of assets may fluctuate as the general level of interest rates fluctuates. No guarantee or representation is made that the Fund's investment objective will be achieved.

Interest Rate Risk

Generally, the value of fixed income securities will change inversely with changes in interest rates. As interest rates rise, the market value of fixed income securities tends to decrease. Conversely, as interest rates fall, the market value of fixed income securities tends to increase. The risk will be greater for long-term securities than for short-term securities. The Investment Manager may attempt to minimise the exposure of the portfolios to interest rate changes through the use of interest rate swaps, interest rate futures and/or interest rate options, or by taking an offsetting position in fixed income securities (i.e., a short sale). However, there can be no guarantee that the Investment Manager will be successful in fully mitigating the impact of interest rate changes.

Leverage

The Segregated Portfolio may employ leverage, including through the use of borrowings, for the purpose of making investments on an unrestricted basis at the discretion of the Investment Manager up to a value of 100% of the Net Asset Value of the Segregated Portfolio from time to time. While leverage increases the opportunity to achieve higher returns on the amounts invested, it also increases the risk of loss. To the extent the Segregated Portfolio purchases securities with borrowed funds, its net assets will tend to increase or decrease at a greater rate than if borrowed funds are not used.

The level of interest rates generally, and the rates at which such funds may be borrowed in particular, could affect the operating results of the Segregated Portfolio. If the interest expense on borrowings were to exceed the net return on the portfolio securities purchased with borrowed funds, the Segregated Portfolio's use of leverage would result in a lower rate of return than if it were not leveraged.

Borrowings will typically be secured by the assets attributed to the Segregated Portfolio. Under certain circumstances, a lender may demand an increase in the collateral that secures the Segregated Portfolio's obligations and if the Segregated Portfolio were unable to provide additional collateral, the lender could liquidate assets held in the account to satisfy the Segregated Portfolio's obligations to the lender. Liquidation in that manner could have extremely adverse consequences. As the holders of Shares rank for repayment after all other creditors, they may not get back their full investment if there are

insufficient funds to discharge creditors (including such Shareholders who have redeemed their Shares but have not been paid their redemption proceeds in full).

Risk of Default or Bankruptcy of Third Parties

The Fund intends to engage in transactions in securities and financial instruments that involve counterparties. Under certain conditions, the Fund could suffer losses if a counterparty to a transaction were to default or if the market for certain securities and/or financial instruments were to become illiquid. In addition, the Fund could suffer losses if there were a default or bankruptcy by certain other third parties, including brokerage firms and banks with which the Fund does business, or to which securities have been entrusted for custodial purposes.

Trading Strategies

There can be no assurance that any trading strategy employed will produce profitable results. Profitable trading is often dependent on anticipating trends or trading patterns. Any factor which may lessen major price trends may reduce the prospect for future trading profitability.

Increase in Managed Assets

The Fund may experience a significant increase in the assets it manages, which may impair the ability of the investment strategies and operations to perform up to historical levels. The Investment Manager may divert from the stated strategies into strategies or markets in which the Investment Manager has little or no experience. This could result in serious losses to the Fund.

Proprietary Investment Strategies

The Investment Manager may use proprietary investment strategies that are based on considerations and factors that are confidential to the Investment Manager. These strategies may involve risks under some market conditions that are not anticipated by the Investment Manager. The Investment Manager may use investment strategies that differ from those typically employed by traditional managers of bond portfolios. The strategies employed by the Investment Manager may involve significantly more risk and higher transaction costs than more traditional investment methods. There is no guarantee that the trading models and strategies that have been profitable in markets will continue to be so as the volatility, liquidity and trends observed historically in a particular market may change over time.

Foreclosure Risk

The facilities that may be granted by banks and other lenders to the Fund may be terminated and/or called in by the bank or other lender, including in circumstances and for reasons outside the control of the Directors and the Investment Manager, and such termination and/or call-in could negatively affect the performance of the Fund, due to the possible necessity for the Fund to sell off some of its Investments at unfavourable prices in order to fund the repayment of any such facilities.

Limitations on Redemption

The Directors have the authority to restrict or suspend Shareholders' redemption rights as more particularly described in the Memorandum. Shareholders requesting the redemption of their Shares may experience potentially major delays in receiving payments.

Specific Emerging Markets

Investments in emerging markets can be subject to risks not normally associated with more developed markets. These risks mainly relate to the instability of the economies of emerging markets, political uncertainties and, in some cases, the lack of liquidity in the market. Investors should be aware that any downturn in the economies of emerging countries might adversely affect the servicing and ultimate repayment of the Investments of the Fund. Additionally, market practices in relation to the settlement of securities transactions and the custody of assets in emerging markets may result in increased risk of loss to the Fund.

Concentration

The Fund's Investments may be subject to rapid changes in value since at times a significant percentage of the Segregated Portfolio's Net Asset Value may be invested in the same market sector, region or industry, or be exposed to the same underlying assets or securities through the use of derivatives.

Default and Credit Risk of Issuers

The Segregated Portfolio may invest in debt instruments which are not rated investment grade. The credit and default risk of investments in debt securities which are not rated investment grade may be more significant than for investments in debt securities which are rated investment grade.

DEFINITIONS

In this Portfolio Supplement (i) each reference to **Segregated Portfolio** is to **Axioma Leveraged Bond Fund Segregated Portfolio** and not any other segregated portfolio of the Fund; each reference to **Shares** is to Class B1 Shares of any (or the applicable Series) and/or Class B2 Shares of any (or the applicable) Series and (iii) unless the context otherwise requires, defined terms shall have the meaning ascribed to them in the Memorandum or herein and where no such meaning is so ascribed, as follows:

Administrator's Local Time	Central European Time (CET);
Class B1 Share Series Account	in relation to any Series of Class B1 Shares, an internal sub-account of the Segregated Portfolio setting out those Segregated Portfolio Assets and Segregated Portfolio Liabilities which are attributed by the Directors or the Fund's duly authorised agent to such Series of Class B1 Shares;
Class B2 Share Series Account	in relation to any Series of Class B2 Shares, an internal sub-account of the Segregated Portfolio setting out those Segregated Portfolio Assets and Segregated Portfolio Liabilities which are attributed by the Directors or the Fund's duly authorised agent to such Series of Class B2 Shares;
Class B1 Share Series Account Net Asset Value	in relation to any Series of Class B1 Shares, the Segregated Portfolio Net Asset Value attributable to the Class B1 Share Series Account attributable such Series of Class B1 Shares as at the relevant Valuation Day, which includes any accrual for any Performance Fee for that Valuation Day, as calculated pursuant to the Articles and detailed herein;
Class B2 Share Series Account Net Asset Value	in relation to any Series of Class B2 Shares, the Segregated Portfolio Net Asset Value attributable to the Class B2 Share Series Account attributable such Series of Class B2 Shares as at the relevant Valuation Day, which includes any accrual for any Performance Fee for that Valuation Day, as calculated pursuant to the Articles and detailed herein;
Class B1 Share Net Asset Value per Share	in relation to a Class B1 Share, the Segregated Portfolio Net Asset Value attributable to a such Series of Class B1 Share as calculated on any Valuation Day, being the Class B1 Share Series Account Net Asset Value applicable to the Series to which such Class B1 Share belongs divided by the number of Class B1 Shares in such Series of Class B1 Shares issue as at the relevant Valuation Day;
Class B2 Share Net Asset Value per Share	in relation to a Class B2 Share, the Segregated Portfolio Net Asset Value attributable to a such Series of Class B2 Share as calculated on any Valuation Day, being the Class B2 Share Series Account Net Asset Value applicable to the Series to which such Class B2 Share belongs divided by the number of Class B2 Shares in such Series of Class B2 Shares issue as at the relevant Valuation Day;

<i>Class B1 Share Redemption Price</i>	in relation to a Class B1 Share, the Class B1 Share Net Asset Value per Share calculated on the Valuation Day corresponding to the relevant Redemption Day;
<i>Class B2 Share Redemption Price</i>	in relation to a Class B2 Share, the Class B2 Share Net Asset Value per Share calculated on the Valuation Day corresponding to the relevant Redemption Day;
<i>Initial Offer Day</i>	the Business Day on which Shares are first offered for subscription;
<i>Initial Offer Period</i>	the period commencing on the Initial Offer Day and ending on 31st May, 2015 unless closed earlier or later by the Directors, at their sole discretion;
<i>Initial Series</i>	in relation to any Class, the Series issued on the Initial Offer Day or any Series substituted for such Series;
<i>Redemption Day</i>	the last Business Day of each calendar month and/or such other days as the Directors may from time to time determine;
<i>Redemption Notice Period</i>	the period of 5 Business Days immediately prior to the relevant Redemption Day or such other period as the Directors may determine in any particular case;
<i>Segregated Portfolio Assets</i>	the Investments comprised within the Segregated Portfolio from time to time;
<i>Segregated Portfolio Liabilities</i>	the Segregated Portfolio Liabilities of the Segregated Portfolio;
<i>Segregated Portfolio Net Asset Value</i>	the Net Asset Value attributable as at any Valuation Day to the Segregated Portfolio in accordance with the Articles;
<i>Shareholder</i>	any holder of Class B1 Shares and/or Class B2 Shares of any Series from time to time;
<i>Subscription Day</i>	the Initial Offer Day and thereafter the first Business Day of each calendar month and/or such other days as the Directors may from time to time determine;
<i>Subscription Notice Period</i>	by 5:00pm Administrator's Local Time 2 Business Days prior to the relevant Subscription Day;
<i>Valuation Day</i>	the last Business Day of each calendar month and/or such other days as the Directors may from time to time determine (with relevant valuations generally being calculated at the Valuation Point); and

Valuation Point

the point in time determined by the last available closing prices in the relevant market for the relevant Valuation Day or as determined by the Directors or their duly authorised agent.