

**LOGO**  
GOES HERE

**LOGO FUND LP**

(a Cayman Islands Exempted Limited Partnership)

**[\$XXX] Million of Limited Partner Interests**

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**The Fund will seek to achieve  
significant returns from investments**

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**[DATE]**

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**THIS MEMORANDUM HAS BEEN PREPARED SOLELY FOR USE BY PROSPECTIVE INVESTORS IN THE FUND. EACH RECIPIENT ACKNOWLEDGES AND AGREES THAT THE CONTENTS OF THIS MEMORANDUM AND RELATED DOCUMENTATION CONSTITUTE PROPRIETARY AND CONFIDENTIAL INFORMATION THAT [NAME] DERIVES INDEPENDENT ECONOMIC VALUE FROM NOT BEING GENERALLY KNOWN AND ARE THE SUBJECT OF REASONABLE EFFORTS TO MAINTAIN THEIR SECRECY. THE RECIPIENT FURTHER AGREES THAT THE CONTENTS OF THIS MEMORANDUM ARE A TRADE SECRET, THE DISCLOSURE OF WHICH IS LIKELY TO CAUSE SUBSTANTIAL AND IRREPARABLE COMPETITIVE HARM TO [NAME]. ANY REPRODUCTION OR DISTRIBUTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, OR THE DISCLOSURE OF ITS CONTENTS, WITHOUT THE PRIOR WRITTEN CONSENT OF [NAME], IS PROHIBITED.**

**THIS PRIVATE PLACEMENT MEMORANDUM IS BEING FURNISHED TO PROSPECTIVE INVESTORS ON A CONFIDENTIAL BASIS TO CONSIDER AN INVESTMENT IN LOGO FUND LP (THE “FUND” OR “NAME”) AND MAY NOT BE USED FOR ANY OTHER PURPOSE. ANY REPRODUCTION OR DISTRIBUTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, OR THE DISCLOSURE OF ITS CONTENTS, WITHOUT THE PRIOR WRITTEN CONSENT OF [GP NAME], THE GENERAL PARTNER OF THE FUND (THE “GENERAL PARTNER”).**

**EXCEPT AS OTHERWISE SET FORTH HEREIN, NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OTHER THAN THAT CONTAINED IN THIS MEMORANDUM OR TO MAKE ANY REPRESENTATIONS IN CONNECTION WITH THE OFFERING MADE HEREBY, AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE FUND, THE GENERAL PARTNER, OR ANY OF THEIR AFFILIATES.**

**THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.**

**THESE SECURITIES ARE BEING OFFERED PRIVATELY, HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR COUNTRY, AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THOSE LAWS. THE SECURITIES ARE BEING OFFERED AND SOLD ONLY TO ACCREDITED INVESTORS (AS DEFINED IN RULE 501 (a) UNDER THE SECURITIES ACT) THAT MEET TO THE GENERAL PARTNER’S SATISFACTION AND THE ADDITIONAL STANDARDS SET FORTH IN THE APPLICABLE SUBSCRIPTION DOCUMENTS.**

**PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM OR ANY SUPPLEMENTAL LITERATURE AS LEGAL, BUSINESS OR TAX ADVICE. EACH INVESTOR SHOULD CONSULT SUCH ADVISORS AS IT DEEMS APPROPRIATE CONCERNING ITS INVESTMENT.**

**THIS MEMORANDUM DOES NOT PURPORT TO BE ALL INCLUSIVE OR TO CONTAIN ALL THE INFORMATION THAT A PROSPECTIVE INVESTOR MAY DESIRE IN INVESTIGATING THE FUND. PROSPECTIVE INVESTORS MUST CONDUCT AND RELY ON THEIR OWN EVALUATION OF THE FUND AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED, IN MAKING AN INVESTMENT DECISION WITH RESPECT TO THE INTERESTS. SEE “RISK FACTORS AND POTENTIAL CONFLICTS OF INTEREST” FOR A DISCUSSION OF CERTAIN FACTORS THAT SHOULD BE CONSIDERED IN CONJUNCTION WITH THE PURCHASE OF THE INTERESTS.**

**THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF ANY OFFER TO BUY THE INTERESTS IN ANY JURISDICTION TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH JURISDICTION, EXCEPT AS OTHERWISE INDICATED. THIS MEMORANDUM SPEAKS AS OF THE DATE HEREOF, AND NEITHER THE DELIVERY OF THIS MEMORANDUM NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE FUND AFTER THE DATE HEREOF. ALL PERFORMANCE DATA IS HISTORICAL, AND PAST PERFORMANCE CAN BE NO GUARANTEE OF THE FUND’S FUTURE RESULTS.**

**THE SECURITIES OFFERED HEREBY ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.**

**FLORIDA RESIDENTS ONLY: THE SECURITIES BEING OFFERED HAVE NOT BEEN REGISTERED WITH THE FLORIDA DIVISION OF SECURITIES. IF SALES ARE MADE TO FIVE OR MORE FLORIDA PURCHASERS, EACH SALE IS VOIDABLE BY THE PURCHASER WITHIN THREE DAYS**

# LOGO FUND LP

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## EXECUTIVE SUMMARY

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## SUMMARY OF TERMS

The following is a summary of certain information about the Fund and its limited partner interests. The summary is qualified in its entirety by reference to the Partnership Agreement of the Fund and the related Subscription Agreement, the forms of which will be provided upon request.

<b>The Fund</b>	LOGO FUND LP, a Cayman Islands exempted limited partnership (the “Fund”).
<b>Investment Objective</b>	The investment objective of the Fund is to achieve significant returns from investments.
<b>General Partner</b>	The General Partner is [GP NAME], a Cayman Islands exempted limited partnership (the “General Partner”).
<b>Management Company</b>	NAME Management L.L.C., a Delaware limited liability company (the “Management Company”), will be paid an annual management fee as described below (the “Management Fee”) for management services to be provided to the Fund.
<b>Limited Partner Interests</b>	Subscriptions (“Subscriptions”) for \$XXX million of limited partner interests are being offered by the Fund. The General Partner reserves the right, in its sole discretion, to accept in excess of \$XXX million in Subscriptions.
<b>Minimum Subscription</b>	The minimum Subscription for limited partners of the Fund (the “Limited Partners,” collectively with the General Partner, the “Partners”) is \$XX million per Limited Partner. The General Partner reserves the right, in its sole discretion, to accept Subscriptions of a lesser amount.
<b>General Partner’s Commitment</b>	The General Partner will contribute not less than 2.5% of the Fund’s aggregate Subscriptions, in cash and on the same schedule as the Limited Partners. In addition to the foregoing contribution, partners and affiliates of the General Partner may elect to subscribe individually for limited partner interests in the Fund.
<b>Fund Closings</b>	The General Partner will establish the Fund as soon as practicable in an initial closing (the “Initial Closing”), and, in the event the Fund has additional Subscriptions available after the Initial Closing, in one or more additional closings (each, including the Initial Closing, a “Closing”). No Closing may be held more than 12 months after the Initial Closing. Limited Partners admitted to the Fund after the Initial Closing will participate in any investments made by the Fund prior to their admission. Such Limited Partners will contribute to the Fund an amount equal to their proportionate share of all funded Subscriptions of Partners admitted in prior Closings, plus an amount calculated like interest thereon at the prime

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**AMENDED AND RESTATED  
EXEMPTED LIMITED PARTNERSHIP AGREEMENT  
OF**

**LOGO**  
GOES HERE

***LOGO FUND LP***  
(A Cayman Islands Exempted Limited Partnership)

Dated [DATE]

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THE LIMITED PARTNERSHIP INTERESTS REPRESENTED BY THIS AGREEMENT ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM AND WITH THE APPROVAL OF THE GENERAL PARTNER. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, A LIMITED PARTNER MAY NOT SELL, ASSIGN, TRANSFER, PLEDGE OR OTHERWISE DISPOSE OF ALL OR ANY PART OF ITS INTEREST IN THE PARTNERSHIP UNLESS THE GENERAL PARTNER HAS CONSENTED THERETO IN WRITING.

**LOGO FUND LP**  
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Investor Name: \_\_\_\_\_

**LOGO FUND LP**

**SUBSCRIPTION AGREEMENT**

Date: \_\_\_\_\_, 2009

To: **LOGO FUND LP**  
(the "Partnership")  
[ADDRESS]  
[ADDRESS]

Dear Sir or Madam:

Reference is made to the Private Placement Memorandum dated as of [DATE], and the Amended and Restated Exempted Limited Partnership Agreement of the Partnership (the "Partnership Agreement") heretofore furnished to the undersigned with respect to the offering of limited partnership interests in the Partnership (such Private Placement Memorandum and Agreements being herein called the "Offering Materials"). Capitalized terms used, but not defined, herein shall have the respective meanings given them in the Partnership Agreement.

The undersigned subscribing investor (the "Investor") hereby agrees as follows:

**1. Subscription for a Limited Partnership Interest.** Subject to the terms and conditions set forth in this Subscription Agreement and in the Partnership Agreement, the Investor agrees (i) to purchase from the Partnership the limited partnership interest (the "Interest") in the Partnership in the amount set forth on the signature page below (except to the extent that an Interest in a lesser amount has been accepted by the General Partner pursuant to Section 6) at a purchase price equal to 100% of such Interest, payable in the manner and at the times provided in the Partnership Agreement, (ii) to become a party to and bound by the Partnership Agreement and (iii) to become a Limited Partner of the Partnership. In the event that the General Partner elects pursuant to 3.3.7 of the Partnership Agreement to form a Parallel Fund to accommodate the needs of certain investors, this Subscription Agreement shall be, at the election of the General Partner, a subscription for an interest in such Parallel Fund as the General Partner designates. If the General Partner so designates that the undersigned shall become a limited partner of such Parallel Fund, the term "Partnership" and "Partnership Agreement" shall be deemed to refer to such Parallel Fund and the partnership agreement of such Parallel Fund, as amended from time to time, and the term "Limited Partner" shall mean a limited partner of such Parallel Fund.

**2. Representations of the Investor.** The Investor hereby represents and warrants to, and agrees with, the Partnership and the General Partner as follows:

**(a) Suitability. THE INVESTOR HAS READ CAREFULLY AND UNDERSTANDS THE OFFERING MATERIALS AND HAS CONSULTED ITS OWN ATTORNEY, ACCOUNTANT OR INVESTMENT ADVISER WITH RESPECT TO THE INVESTMENT CONTEMPLATED HEREBY AND ITS SUITABILITY FOR THE INVESTOR. ANY SPECIFIC ACKNOWLEDGMENT SET FORTH BELOW WITH RESPECT TO ANY STATEMENT CONTAINED IN THE OFFERING MATERIALS SHALL NOT BE DEEMED TO LIMIT THE GENERALITY OF THIS REPRESENTATION AND WARRANTY.**

**(b) Opportunity to Verify Information.** The Investor acknowledges that representatives of the Partnership have made available to the Investor, during the course of this transaction and prior to the purchase of the Interest, the opportunity to ask questions of and receive answers from them concerning the terms and conditions of the offering described in the Offering Materials, and to obtain any additional information necessary to verify the information contained in the Offering Materials or otherwise relative to the proposed activities of the Partnership or to otherwise evaluate the merits and risks of an investment in the Interest.

**(c) Purchase for Investment.** The Investor understands and agrees: (i) that the Investor must bear the economic risk of its investment until the termination of the Partnership; (ii) that the Interest has not been registered under the U.S. Securities Act of 1933, as amended (the “Securities Act”), and, therefore, cannot be resold or otherwise disposed of unless it is subsequently registered under the Securities Act or unless an exemption from such registration is available; (iii) that the Partnership is not being registered as an “investment company” as the term “investment company” is defined in Section 3(a) of the U.S. Investment Company Act of 1940, as amended (the “Investment Company Act”); (iv) that the Investor is purchasing the Interest for its own account and without a view towards distribution thereof; (v) that the Investor shall not resell or otherwise dispose of all or any part of the Interest purchased by the Investor, except as permitted by law, including, without limitation, any regulations under the Securities Act, and any and all applicable provisions of the Partnership Agreement; (vi) that the transfer of the Interest and the substitution of another Limited Partner for the Investor are restricted by the terms of the Partnership Agreement; (vii) that the General Partner does not have any intention of registering the Partnership as an “investment company” under the Investment Company Act or of registering the Interest under the Securities Act or of supplying the information that may be necessary to enable the Investor to sell the Interest; (viii) that neither the General Partner nor its partners nor any other person or entity selected by the General Partner to act as agent or adviser of the Partnership with respect to managing the affairs of the Partnership will be registered as an investment adviser under the U.S. Investment Advisers Act of 1940, as amended; and (ix) that Rule 144 under the Securities Act may not be available as a basis for exemption from registration of the Interest. The Investor understands that there is no public or other market for the Interest, and it is not anticipated that such a market will ever develop. The Investor further understands that for the foregoing reasons, the Investor will be required to retain ownership of the Interest and bear the economic risk of this investment for an indefinite period of time.

**(d) Full Contribution.** The Investor understands that, except as otherwise provided in the Partnership Agreement, the Investor may not make less than the full amount of any required capital contribution, and that default provisions with respect thereto, pursuant to which the Investor may suffer substantial adverse consequences (including, but not limited to, the loss of a material portion of its investment in the Partnership), are contained in the Partnership Agreement.

**(e) Accredited Investor, Qualified Purchaser and Employee Benefit Plan Status.** One or more of the categories set forth in Exhibit 1 and Exhibit 2 hereto correctly and in all respects describes the Investor, and the Investor has so indicated by signing, or causing its authorized representative(s) to sign, on the blank line or lines following a category on each such Exhibit which so describes it. The Investor has also indicated on Exhibit 3 hereto whether or not it is, or is acting on behalf of, an “employee benefit plan,” a “plan,” a “benefit plan investor” or a “governmental plan,” in each case as such term is used in Exhibit 3, and, if so, made certain other representations and warranties in such Exhibit 3. The Investor agrees to promptly notify the Partnership in writing if any of the information contained in Exhibits 1-3 ceases to be true and accurate and to provide updated information with respect to the matters covered therein.

### Limited Partner Signature Page

IN WITNESS WHEREOF, the undersigned has executed this Agreement as a deed for the purchase of a limited partnership interest (the “**Interest**”) in LOGO FUND LP (the “**Partnership**”) or any Parallel Fund as designated by the General Partner. This page constitutes the signature page of the undersigned for each of (i) the Subscription Agreement for the purchase of the Interest in the amount set forth below, and (ii) the Limited Partnership Agreement (the “**Partnership Agreement**”) of the Partnership or a Parallel Fund, in which the undersigned shall be admitted as a limited partner. Upon acceptance by the General Partner, the undersigned shall be admitted as a limited partner of the Partnership or a Parallel Fund and hereby authorizes this signature page to be attached to a counterpart of the applicable Partnership Agreement executed by the General Partner.

Executed as a deed:

Subscription

Amount of Interest Purchased:

\$ \_\_\_\_\_

Social Security  
Federal Tax Identification No.:

\_\_\_\_\_

Typed or printed name and address of Investor

\_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name of Investor)

[Sign Here]:

or By: \_\_\_\_\_

(Title, if applicable) \_\_\_\_\_

\_\_\_\_\_  
Witness

Type of Entity (e.g. individual, corporation, estate, trust,  
partnership, exempt organization, nominee, custodian):

\_\_\_\_\_

Please check below if you are a(n):

- ERISA Partner
- Non- US Partner
- Public Plan Partner
- Tax-Exempt Partner
- FOIA Partner

Check the following box if the Investor is controlled by, controls, or is under common control with any other Limited Partner of the Partnership (an “Affiliated Limited Partner”).

If the Investor checks the box above, please attach a supplemental sheet that identifies the other Limited Partner and describes the relationship between the Investor and such Limited Partner.