

# Master Deferred Purchase Agreement

### **Amending Deed**

**EMA International Limited** 

Absolute Alpha Pty Limited as investment manager for the Alpha Strategic Fund and agent for the Responsible Entity, Astarra Capital Limited

Astarra Capital Limited as Responsible Entity for the Alpha Strategic Fund

# Master Deferred Purchase Agreement Amending Deed

#### Dated 17 February 2009

#### **Parties**

**EMA International Limited** of PO Box 3175, Road Town, Tortilla, British Virgin Islands (*EMA International*)

and

Absolute Alpha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (*Manager*), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

Astarra Capital Limited ACN 001 277 256 of Level 1, 540 Swift Street, Albury NSW (Astarra), as Responsible Entity for the Alpha Strategic

#### Background

- A. EMA International, the Manager and ANZ Nominees Limited (ANZ) with registered office address at GPO Box 2842AA, Melbourne, Victoria are parties to the Master Deferred Purchase Agreement (Master DPA) dated 15 February 2006.
- B. ANZ was a party to the Master DPA solely in its capacity as Custodian for the Alpha Strategic Fund and only at the request of Astarra.
- C. ANZ has ceased as Custodian for the Alpha Strategic Fund.
- D. EMA and the Manager have agreed to amend the terms of the Master DPA (and attached Schedules 1 to 3) to include Astarra as a party to the Master DPA in the manner set out in this Deed and Astarra agrees to the amendment.

#### It is agreed as follows:

- Master DPA means the Master Deferred Purchase Agreement (and attached Schedules 1 to 3) dated 15 February 2006, between EMA International, Absolute Alpha Pty Ltd and ANZ Nominees Limited.
- 2. The Master DPA (and attached Schedules 1 to 3) are amended to include Astarra Capital Limited, in its capacity as Responsible Entity for the Alpha Strategic Fund, as the new party to the Master DPA (and Schedules 1 to 3). Consequently, Astarra Capital Limited shall be named in place of ANZ and all references to ANZ shall be removed from the Master DPA (and Schedules 1 to 3).
- 3. The Definitions part of the Master DPA is amended to remove the term "Custodian".
- 4. This Deed may be executed in duplicate counterparts. Each such counterpart shall be an original and both together shall constitute one and the same document.

Executed as a Deed,	
Signed by EMA International Limited by a director and secretary/director:	
•	
Signature of secretary/director	Signature of director
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Name of secretary/director (please print)	Name of director (please print)
# at	
Signed by	
Absolute Alpha Pty Limited as	$\widetilde{\epsilon}($
Investment Manager for the Alpha Strategic Fund	
by a director and secretary/director:	3
011	10
700	Signature of director
Signature of secretary/director	orginature of director
CHANNE BIALLARD	EUGENE LIY
SHAWN RICHARD  Name of secretary/director (please print)	Name of director (please print)
Maine of acciding America (Press)	a a
	· ×
Signed by	
Astarra Capital Limited as Responsible entity for the	
Alpha Strategic Fund	×
by a director and secretary/director:	
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Signature of secretary/director	Signature of director
	1 1
	Rex Pullon
Name of secretary/director (please print)	Name of director (please print)

Name of secretary/director (please print)

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Ref: 7- 1/09

Supplemental Agreement - Transfer of shares from National Nominees Ltd ANF National Australia Trustees under Portfolio No. 2000479

Dear Mr Marc Boudreau.

This amendment to the Supplemental Agreement dated 24 March 2006 is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

Absolute Alpha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (Manager), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

Astarra Capital Limited ACN 001 277 256 of Level 1, 540 Swift Street, Albury NSW (Astarra), as Responsible Entity for the Alpha Strategic Fund

dated 30 June 2009

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying

Global Financial Managers Limited

Re: Participating Class A (Retail) Shares of the Exploration Fund Limited.

Purchase Price

AU\$1.00 per Contract, with the total Purchase Price being \$4,087,997.70 of shares held by EMA International from the proceeds of shares formerly held in the Underlying by National Nominees Ltd ANF National Australia Trustees under Portfolio No. 2000479. The actual Purchase Price of this Contract will

be confirmed in the Confirmation Notice.

Subscription Date

On or before 30 June 2009 or next available subscription date prescribed by the Underlying.

Completion Date

The earliest to occur of:

The last business day of each calendar month that

Deferred Purchase Agreement

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EMA International receives a Completion Request from the Manager; or

(b) the date specified in the Completion Notice.

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- (b) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (a), then the delivery assets will be streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (b), then the delivery assets will be
  securities listed in the Top 50 securities listed on the
  ASX; or
- if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the Income Tax Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the Income Tax Assessment Act 1936 (that is, the stock exchange listed method).

Delivery	Asset	<b>Parcel</b>
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Where:

RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

(Contracts /Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

Delivery Asset Price

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager [1 x street TRACKS S&P/ASX 200 unit].

**Business Day** 

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

Saint Lucia, Australia

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of an Authorised Representative or a copy thereof shall be sufficient evidence of the Authorised Representative's signature for purposes of this amendment to the Supplemental Agreement.

Please confirm that the foregoing correctly sets forth the terms of our Agreement by:

- 1, sending a return fax to such effect to the attention of [person] of the Manager; and
- 2. signing and returning one of the two executed counterparts of this Supplemental Agreement.

We are very pleased to have executed this transaction with you.

Regards

Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative

Name in print: Marc Boudreau

Position:

Director

Signed By:

Astarra Capital Limited

Signature of Authorised Representative

Name in print:

Position:





Ref: 7- 1/09

Supplemental Agreement - Transfer of shares from National Nominees Ltd ANF National Australia
Trustees under Portfolio No. 2000479

Denr Mr Marc Boudreau,

This amendment to the Supplemental Agreement dated 24 March 2006 is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 1175, Read Town, Tortilla, British Virgin Islands (EMA International)

and

Absolute Alpha Pty Limited (ACN 113.940.953) of Level 2, 123 Clarence Street, Sydney NSW (Manager), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN:001.277.256) in respect of the Alpha Strategic Fund (ARSN 115.962.368)

and

Astaira Capital Limited ACN 001 277 256 of Level 1, 540 Swift Street, Albury NSW (Astaira), as Responsible Entity for the Alpha Strategic Fund

dated 30 June 2009

in return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following fluid terms and conditions:

Underlying

Global Financial Managers Limited

Re: Participating Class A (Remil) Shares of the Exploration Fund Limited.

Purchase Price

AUSI:00 per Contract, with the total Purchase Price being \$4,087,997.70 of shares held by EMA International from the proceeds of shares formerly held in the Underlying by National National Sciences and Portfolio No. 2000479. The actual Purchase Price of this Contract will be confirmed in the Confirmation Notice.

Subscription Date

On or before 30 June 2009 or next available subscription date prescribed by the Underlying.

Completion Date

The earliest to occur of:

(a) The last business day of each calendar month that

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Deferred Purchase Agreement

EMA International receives a Completion Request from the Manager; or

(b) the date specified in the Completion Notice.

Settlement Date

The Completion Date plus thirty (30) days, or such other date as a agreed by the parties.

Delivery Asset

: :

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided;
  - ASE MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA international and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- (b) if, in spite of the best endeavours of EMA international, it is not possible to deliver the assets in paragraph (a), then the delivery assets will be streetTRACKS S&P/ASX 200 units;
- (b) If, in spite of the bost andeavours of EMA.
  International, it is not possible to deliver the assets in paragraph (b), then the delivery assets will be securities listed in the Top 50 securities listed on the ASX; or
- (d) if, in spite of the best-endeavours of EMA International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the Income Tax Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the Income Tax Assessment Act 1936 (that is, the stock exchange listed method):

Delivery Asset Parcel

RA

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Deferred Purchase Agreement

Where:

RA = Completion Amount

DAP = Delivery, Asset Price.

Completion Amount

(Contracts /Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this.

Agreement as at the Completion Date:

UNAV = the net asset value of the Underlying.

Delivery Asset Price

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International:

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Munager

[1 x street TRACKS S&P/ASX 200 unit],

Business Day

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

Saint Lucia, Anaralia

Please check this Simplemental Agreement earefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of an Authorised Representative or in copy thereof shall be sufficient evidence of the Authorised Representative's signature for purposes of this amendment to the Supplemental Agreement.

Please confirm that the foregoing correctly sets forthethe terms of our Agreement by:

- I sending a return fax to such effect to the attention of [person] of the Manager; and
- signing and returning one of the two executed counterparts of this Supplemental Agreement.

We are very pleased to have executed this transaction with you.

Regards

Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

**ENIA International Limited** 

Signature of Authorised Representative

Name in print: Marc Boudreau Position: Director

Signed Hy:

Astarra Capital Limited

Signature of Authorised Representative. Name in print REX PHULPOTT

Position: CEO



Ref: 7- 1/09

Supplemental Agreement - Transfer of shares from National Nominees Ltd ANF National Australia Trustees under Portfolio No. 2000479

Dear Mr Marc Boudreau,

This amendment to the Supplemental Agreement dated 24 March 2006 is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

Absolute Alpha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (Manager), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

Astarra Capital Limited ACN 001 277 256 of Level 1, 540 Swift Street, Albury NSW (Astarra), as Responsible Entity for the Alpha Strategic Fund

dated 30 June 2009

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcet to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying

Global Financial Managers Limited

Re: Participating Class A (Retail) Shares of the Exploration Fund Limited.

Parchase Price

AU\$1.00 per Contract, with the total Purchase Price being \$4,087,997.70 of shares held by EMA International from the proceeds of shares formerly held in the Underlying by National Nominees Ltd ANF National Australia Trustees under Portfolio No. 2000479. The actual Purchase Price of this Contract will

be confirmed in the Confirmation Notice.

Subscription Date

On or before 30 June 2009 or next available subscription date prescribed by the Underlying.

Completion Date

The earliest to occur of:

The last business day of each calendar month that

EMA International receives a Completion Request from the Manager; or

(b) the date specified in the Completion Notice.

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA international has occurred which results in it being impossible or illegal for EMA International to deliver, or no event beyond the control of the Manager has occurred which results in it being impossible or illegal for the Manager to accept delivery of units in the ASF MIS (including, without limitation, due to any law, regulation or court order, but excluding market conditions); or
- (b) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (a), then the delivery assets will be streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (b), then the delivery assets will be securities listed in the Top 50 securities listed on the ASX; or
- (d) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the Income Tax Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the Income Tax Assessment Act 1936 (that is, the stock exchange listed method).

Delivery	Asset	Parcel
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RA

Where:

RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

(Contracts /Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

Delivery Asset Price

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Munager [1 x street TRACKS S&P/ASX 200 unit].

**Business Day** 

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

Saint Lucia, Australia

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of an Authorised Representative or a copy thereof shall be sufficient evidence of the Authorised Representative's signature for purposes of this amendment to the Supplemental Agreement.

Please confirm that the foregoing correctly sets forth the terms of our Agreement by:

- sending a return fax to such effect to the attention of [person] of the Manager; and
- signing and returning one of the two executed counterparts of this Supplemental Agreement.

We are very pleased to have executed this transaction with you.

Regards

Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

EMA International Limited

Signature of Authorised Representative

Name in print: Marc Boudreau

Position:

Director

Signed By:

Astarra Capital Limited

Signature of Authorised Representative Name in print: REXPHIL POST

Position: CEO

We are very pleased to have executed this transaction with you,

Regards Absolute Alpha Pty Ltd

Signature of Authorised Representative Name in print: Shawn Richard

Position:

Director

Signed By:

EMA International Limited

Signature of Mathorised Representative Name in print: Mare Bondreau

Position:

Director

Signed By:

Astarra Capital Limited

Signature of Authorised Representative Name in print:

Position:

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Ref: 7-3/09

#### Supplemental Agreement

Dear Mr Marc Boudreau,

This amendment to the Supplemental Agreement dated 24 March 2006 is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

Absolute Alpha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (Manager), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

Astarra Capital Limited ACN 001 277 256 of Level 1, 540 Swift Street, Albury NSW (Astarra), as Responsible Entity for the Alpha Strategic Fund

dated 10 August 2009

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying

Global Financial Managers Limited

Re: Participating Class C shares of the Exploration Fund

Limited.

Purchase Price

AU\$1.00 per Contract, with the total Purchase Price being \$1,400,000.00. The actual Purchase Price of this Contract will

be confirmed in the Confirmation Notice.

Subscription Date

On or before 17 August 2009 or next available subscription date

prescribed by the Underlying.

Completion Date

The earliest to occur of:

- The last business day of each calendar month that (a) EMA International receives a Completion Request from the Manager; or
- (b) the date specified in the Completion Notice.

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- (b) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in paragraph (a), then the delivery assets will be streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (b), then the delivery assets will be
  securities listed in the Top 50 securities listed on the
  ASX; or
- (d) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the Income Tax Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the Income Tax Assessment Act 1936 (that is, the stock exchange listed method).

Delivery	Acces	Darcal
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DAP

Where:

RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

(Contracts / Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

Delivery Asset Price

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager [1 x street TRACKS S&P/ASX 200 unit].

**Business Day** 

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

Saint Lucia, Australia

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of an Authorised Representative or a copy thereof shall be sufficient evidence of the Authorised Representative's signature for purposes of this amendment to the Supplemental Agreement.

Please confirm that the foregoing correctly sets forth the terms of our Agreement by:

- 1. sending a return fax to such effect to the attention of [person] of the Manager; and
- 2. signing and returning one of the two executed counterparts of this Supplemental Agreement.

We are very pleased to have executed this transaction with you.

Regards

Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative

Name in print: Marc Boudreau

Position:

Director

Signed By:

**Astarra Capital Limited** 

Signature of Authorised Representative Name in print: KEX PHICLEOTT.

Position: MANAGING DIRECTOR.





Ref: 8-3/09

#### Supplemental Agreement

Dear Mr Marc Boudreau,

This Supplemental Agreement is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

Absolute Alpha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (Manager), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

Astarra Capital Limited ACN 001 277 256 of Level 1, 540 Swift Street, Albury NSW (Astarra), as Responsible Entity for the Alpha Strategic Fund

dated 10 August 2009

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

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#### Pacific Capital Markets Cayman LDC

Re: Shares in Pacific Capital Markets (Multi-Arbitrage Fund) Cayman LDC.

Purchase Price

AU\$1.00 per Contract, with the total Purchase Price being AU\$1,400,000.00. The Purchase Price per Contract will be confirmed in the Confirmation Notice.

Subscription Date

On or before 17 August 2009 or next available subscription date prescribed by Pacific Capital Markets.

#### Completion Date

The earliest to occur of:

- (a) The last business day of each calendar month that EMA International receives a Completion Request from the Manager, or
- (b) the date specified in the Completion Notice.

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- (b) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (a), then the delivery assets will be streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (b), then the delivery assets will be securities listed in the Top 50 securities listed on the ASX; or
- if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the Income Tax Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the Income Tax Assessment Act 1936 (that is, the stock exchange listed method).

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Delivery Asset Parcel	RA	
	DAP	

Where:

RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

(Contracts /Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

Delivery Asset Price

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager 1 x street TRACKS S&P/ASX 200 unit.

Business Day

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

Australia, Cayman Islands

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of the party's authorised representative or a copy thereof shall be sufficient evidence of the authorised representative's signature for purposes of this Resolution.

Please confirm that the foregoing correctly sets forth the terms of our Agreement by:

- sending a return fax to such effect to the attention of Shawn Richard, and
- signing and returning one of the two executed counterparts of this Supplemental Agreement.

We are very pleased to have executed this transaction with you.

Regards Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By: EMA International Limited

Signature of Authorised Representative Name in print: Marc Boudreau Position: Director

Signed By:

Astaira Capital Limited

Signature of Authorised Representative

Name in print:

Position:



Ref: 8-4/09

#### Supplemental Agreement

Dear Mr Marc Boudreau,

This Supplemental Agreement is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

**EMA International Limited** of PO Box 3175, Road Town, Tortilla, British Virgin Islands (*EMA International*)

and

Astarra Asset Management Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (*Manager*), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

Astarra Capital Limited ACN 001 277 256 of Level 1, 540 Swift Street, Albury NSW (Astarra), as Responsible Entity for the Alpha Strategic Fund

dated 22 August 2009

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying	Pacific Capital Markets Cayman LDC
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Re: Shares in Pacific Capital Markets (Multi-Arbitrage Fund) Cayman LDC.

Purchase Price

AU\$1.00 per Contract, with the total Purchase Price being AU\$1,200,000.00. The Purchase Price per Contract will be confirmed in the Confirmation Notice.

Subscription Date

On or before 31 August 2009 or next available subscription date prescribed by Pacific Capital Markets.

**Completion Date** 

The earliest to occur of:

(a) The last business day of each calendar month that EMA International receives a Completion Request from the Manager; or

(b) the date specified in the Completion Notice.

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- (b) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (a), then the delivery assets will be
  streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in paragraph (b), then the delivery assets will be securities listed in the Top 50 securities listed on the ASX; or
- (d) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the Income Tax Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the Income Tax Assessment Act 1936 (that is, the stock exchange listed method).

Delivery	Asset	Parcel

RA

DAP

Where:

RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

(Contracts / Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

Delivery Asset Price

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager 1 x street TRACKS S&P/ASX 200 unit.

**Business Day** 

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

· Australia, Cayman Islands

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of the party's authorised representative or a copy thereof shall be sufficient evidence of the authorised representative's signature for purposes of this Resolution.

Please confirm that the foregoing correctly sets forth the terms of our Agreement by:

- 1. sending a return fax to such effect to the attention of Shawn Richard; and
- 2. signing and returning one of the two executed counterparts of this Supplemental Agreement.

We are very pleased to have executed this transaction with you.

Regards Astarra Asset Management Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative

Name in print: Marc Boudreau

Position:

Director

Signed By:

Astarra Capital Limited

Signature of Authorised Representative Name in print: REX PHILLOTT Position: MANAGING DIRECTOR.





Ref: 8-5/09

#### Supplemental Agreement

Dear Mr Marc Boudreau,

This Supplemental Agreement is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

Astarra Asset Management Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street. Sydney NSW (Manager), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

Astarra Capital Limited ACN 001 277 256 of Level 1, 540 Swift Street, Albury NSW (Astarra), as Responsible Entity for the Alpha Strategic Fund

dated 8 September 2009

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying	Pacific Capital Markets Cayman LDC
Unaeriying	i acite Capital Markets Cayman 21

Re: Shares in Pacific Capital Markets (Multi-Arbitrage Fund) Cayman LDC.

AU\$1.00 per Contract, with the total Purchase Price being Purchase Price

AU\$1,500,000.00. The Purchase Price per Contract will be

confirmed in the Confirmation Notice.

On or before 30 September 2009 or next available subscription Subscription Date

date prescribed by Pacific Capital Markets.

The earliest to occur of: Completion Date

> The last business day of each calendar month that (a) EMA International receives a Completion Request from the Manager; or

(b) the date specified in the Completion Notice.

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

**Delivery Asset** 

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- (b) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in paragraph (a), then the delivery assets will be streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in paragraph (b), then the delivery assets will be securities listed in the Top 50 securities listed on the ASX; or
- if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the *Income Tax Assessment Act 1936*) or assets that are shares in foreign companies that satisfy section 499 of the *Income Tax Assessment Act 1936* (that is, the stock exchange listed method).

Delivery	Asset	Parcel
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\_\_\_\_\_RA

Where:

RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

(Contracts / Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

Delivery Asset Price

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager 1 x street TRACKS S&P/ASX 200 unit.

**Business Day** 

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

Australia, Cayman Islands

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of the party's authorised representative or a copy thereof shall be sufficient evidence of the authorised representative's signature for purposes of this Resolution.

Please confirm that the foregoing correctly sets forth the terms of our Agreement by:

- 1. sending a return fax to such effect to the attention of Shawn Richard; and
- signing and returning one of the two executed counterparts of this Supplemental Agreement.

We are very pleased to have executed this transaction (Ref 8-5/09) with you.

## Regards Astarra Asset Management Pty Ltd

Signature of Authorised Representative Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative

Name in print: Marc Boudreau

Position:

Director

Signed By:

Astarra Capital Limited

Signature of Authorised Representative Name in print:
Position:





Ref: 7- 2/09

Supplemental Agreement - Transfer of shares from National Nominees Ltd ANF National Australia Trustees under Portfolio No. 2000479

Dear Mr Marc Boudreau.

This amendment to the Supplemental Agreement dated 24 March 2006 is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

Absolute Alpha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (Manager), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

Astarra Capital Limited ACN 001 277 256 of Level 1, 540 Swift Street, Albury NSW (Astarra), as Responsible Entity for the Alpha Strategic Fund

dated 30 June 2009

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement, Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying

Global Financial Managers Limited

Re: Participating Class B (Wholesale) shares of the

Exploration Fund Limited.

Purchase Price

AU\$1.00 per Contract, with the total Purchase Price being \$51,842,301.49 of shares held by EMA International from the proceeds of shares formerly held in the Underlying by National Nominees Ltd ANF National Australia Trustees under Portfolio No. 2000479. The actual Purchase Price of this Contract will

be confirmed in the Confirmation Notice.

Subscription Date

On or before 30 June 2009 or next available subscription date prescribed by the Underlying.

Completion Date

The earliest to occur of:

The last business day of each calendar month that

Deferred Purchase Agreement

EMA International receives a Completion Request from the Manager; or

(b) the date specified in the Completion Notice.

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- (b) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (a), then the delivery assets will be
  streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (b), then the delivery assets will be
  securities listed in the Top 50 securities listed on the
  ASX; or
- if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the Income Tax Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the Income Tax Assessment Act 1936 (that is, the stock exchange listed method).

Delivery	Asset	Parcel	
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RA = Completion Amount

DAP = Delivery Asset Price.

**Completion Amount** 

(Contracts / Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

Delivery Asset Price

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager

[1 x street TRACKS S&P/ASX 200 unit].

**Business Day** 

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

Saint Lucia, Australia

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of an Authorised Representative or a copy thereof shall be sufficient evidence of the Authorised Representative's signature for purposes of this amendment to the Supplemental Agreement.

- 1. sending a return fax to such effect to the attention of [person] of the Manager; and
- 2. signing and returning one of the two executed counterparts of this Supplemental Agreement.





Ref: 10-2/09

## **Supplemental Agreement**

Dear Mr Marc Boudreau,

This Supplemental Agreement is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

Absolute Alpha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (*Manager*), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

Astarra Capital Limited ACN 001 277 256 of Level 1, 540 Swift Street, Albury NSW (Astarra), as Responsible Entity for the Alpha Strategic Fund

dated 24 March 2009.

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying

Cheshire Asset Management of 201 Rogers Office Building, Edwin Wallace Rey Drive, George Hill, Anguilla

Edwin Wallace Rey Drive, George Hill, Anguilla

Re: Class B participating shares in the SBS Dynamic Opportunities Fund Limited B (PO Box 32338 SMB, Grand

Cayman, Cayman Islands)

Purchase Price

AU\$1.00 per Contract, with the total Purchase Price being AU\$750,000.00. The Purchase Price per Contract will be confirmed in the Confirmation Notice.

Subscription Date

26 March 2009 or next available subscription date prescribed by SBS Dynamic Opportunities Fund Limited.

Completion Date

The earliest to occur of:

(a) The last business day of each calendar month that EMA International receives a Completion Request

from the Manager; or

(b) the date specified in the Completion Notice.

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- (b) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (a), then the delivery assets will be
  streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (b), then the delivery assets will be
  securities listed in the Top 50 securities listed on the
  ASX; or
- (d) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the Income Tax Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the Income Tax Assessment Act 1936 (that is, the stock exchange listed method).

Delivery As	set Parcel
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RA\_\_\_\_

RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

(Contracts / Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

Delivery Asset Price

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager 1 x street TRACKS S&P/ASX 200 unit.

**Business Day** 

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

• Australia, British Virgin Islands, Anguilla

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of the party's authorised representative or a copy thereof shall be sufficient evidence of the authorised representative's signature for purposes of this Resolution.

- 1. sending a return fax to such effect to the attention of Shawn Richard; and
- 2. signing and returning one of the two executed counterparts of this Supplemental Agreement.

Regards Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative

Name in print: Marc Boudreau

Position:

Director

Signed By:

Astarra Capital Limited

Signature of Authorized Representative
Name in print: NEX 141001000
Position: MANAGING BIRECT BIC

( ·

358946\SYDDMS\PMC

Deferred Purchase Agreement





Ref: 10-3/09

# **Supplemental Agreement**

Dear Mr Marc Boudreau,

This Supplemental Agreement is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

Absolute Alpha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (*Manager*), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

Astarra Capital Limited ACN 001 277 256 of Level 1, 540 Swift Street, Albury NSW (Astarra), as Responsible Entity for the Alpha Strategic Fund

dated 21 April 2009.

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying Cheshire Asset Management of 201 Rogers Office Building,

Edwin Wallace Rey Drive, George Hill, Anguilla

Re: Class B participating shares in the SBS Dynamic Opportunities Fund Limited B (PO Box 32338 SMB, Grand

Cayman, Cayman Islands)

Purchase Price AU\$1.00 per Contract, with the total Purchase Price being

AU\$750,000.00. The Purchase Price per Contract will be

confirmed in the Confirmation Notice.

Subscription Date 30 April 2009 or next available subscription date prescribed by

SBS Dynamic Opportunities Fund Limited.

Completion Date The earliest to occur of:

(a) The last business day of each calendar month that EMA International receives a Completion Request

#### from the Manager; or

(b) the date specified in the Completion Notice.

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- (b) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (a), then the delivery assets will be
  streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (b), then the delivery assets will be
  securities listed in the Top 50 securities listed on the
  ASX; or
- (d) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the Income Tax
  Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the
  Income Tax Assessment Act 1936 (that is, the stock exchange listed method).

Delivery	Acent	Parcel
TACCHACLA	<b>Z13366</b>	14166

RA

DAP

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RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

(Contracts / Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

Delivery Asset Price

()

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager

1 x street TRACKS S&P/ASX 200 unit.

Business Day

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

Australia, British Virgin Islands, Anguilla

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of the party's authorised representative or a copy thereof shall be sufficient evidence of the authorised representative's signature for purposes of this Resolution.

- 1. sending a return fax to such effect to the attention of Shawn Richard; and
- 2. signing and returning one of the two executed counterparts of this Supplemental Agreement.

Regards Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA** International Limited

Signature of Authorised Representative

Name in print: Marc Boudreau

Position:

Director

Signed By:

Astarra Capital Limited

Signature of Authorised Representative
Name in print: Rey PHRU POTT

Position:

MANAGENE DIRLETOR





Ref: 10-4/09

## Supplemental Agreement

Dear Mr Marc Boudreau,

This Supplemental Agreement is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

( ·..

Absolute Alpha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (Manager), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

Astarra Capital Limited ACN 001 277 256 of Level 1, 540 Swift Street, Albury NSW (Astarra), as Responsible Entity for the Alpha Strategic Fund

dated 13 May 2009.

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying

Cheshire Asset Management of 201 Rogers Office Building, Edwin Wallace Rey Drive, George Hill, Anguilla

Re: Class B participating shares in the SBS Dynamic Opportunities Fund Limited B (PO Box 32338 SMB, Grand

Cayman, Cayman Islands)

Purchase Price

AU\$1.00 per Contract, with the total Purchase Price being AU\$600,000.00 The Purchase Price per Contract will be confirmed in the Confirmation Notice.

Subscription Date

15 May 2009 or next available subscription date prescribed by SBS Dynamic Opportunities Fund Limited.

Completion Date

The earliest to occur of:

The last business day of each calendar month that EMA International receives a Completion Request

## from the Manager; or

(b) the date specified in the Completion Notice.

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- (b) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (a), then the delivery assets will be
  streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (b), then the delivery assets will be
  securities listed in the Top 50 securities listed on the
  ASX; or
- (d) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (c), then the Delivery Assets will be any
  assets that are not interests in foreign investment funds
  (as defined in section 481 of the Income Tax
  Assessment Act 1936) or assets that are shares in
  foreign companies that satisfy section 499 of the
  Income Tax Assessment Act 1936 (that is, the stock
  exchange listed method).

Delivery .	Asset P	arce
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RA

RA = Completion Amount

DAP = Delivery Asset Price.

**Completion Amount** 

(Contracts /Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

Delivery Asset Price

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager 1 x street TRACKS S&P/ASX 200 unit.

**Business Day** 

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

Australia, British Virgin Islands, Anguilla

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of the party's authorised representative or a copy thereof shall be sufficient evidence of the authorised representative's signature for purposes of this Resolution.

- 1. sending a return fax to such effect to the attention of Shawn Richard; and
- signing and returning one of the two executed counterparts of this Supplemental Agreement.

Regards Absolute Alpha Pty Ltd

Signature of Authorised Representative Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative Name in print: Marc Boudreau

Position:

Director

Signed By:

**Astarra Capital Limited** 

Signature of Authorised Representative Name in print: Position:

358946SYDDMSVPMC





Ref: 10-5/09

## **Supplemental Agreement**

Dear Mr Marc Boudreau,

This Supplemental Agreement is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

Absolute Alpha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (*Manager*), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

Astarra Capital Limited ACN 001 277 256 of Level 1, 540 Swift Street, Albury NSW (Astarra), as Responsible Entity for the Alpha Strategic Fund

dated 17 June 2009.

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying

Cheshire Asset Management of 201 Rogers Office Building,

Edwin Wallace Rey Drive, George Hill, Auguilla

Re: Class B participating shares in the SBS Dynamic Opportunities Fund Limited B (PO Box 32338 SMB, Grand Courses Classes Florida)

Cayman, Cayman Islands)

Purchase Price

AU\$1.00 per Contract, with the total Purchase Price being AU\$1,000,000.00 The Purchase Price per Contract will be confirmed in the Confirmation Notice.

Subscription Date

30 June 2009 or next available subscription date prescribed by SBS Dynamic Opportunities Fund Limited.

Completion Date

The earliest to occur of:

(a) The last business day of each calendar month that EMA International receives a Completion Request

from the Manager; or

(b) the date specified in the Completion Notice.

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- (b) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (a), then the delivery assets will be
  streetTRACKS S&P/ASX 200 units:
- (c) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (b), then the delivery assets will be
  securities listed in the Top 50 securities listed on the
  ASX; or
- (d) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the Income Tax Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the Income Tax Assessment Act 1936 (that is, the stock exchange listed method).

Delivery	Asset	Parcel
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RA

RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

(Contracts / Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

Delivery Asset Price

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager 1 x street TRACKS S&P/ASX 200 unit.

Business Day

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

Australia, British Virgin Islands, Anguilla

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of the party's authorised representative or a copy thereof shall be sufficient evidence of the authorised representative's signature for purposes of this Resolution.

- 1. sending a return fax to such effect to the attention of Shawn Richard; and
- 2. signing and returning one of the two executed counterparts of this Supplemental Agreement.

Regards Absolute Alpha Pty Ltd

Signature of Authorised Representative Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative Name in print: Marc Boudreau

Position:

Director

Signed By:

**Astarra Capital Limited** 

Signature of Authorised Representative
Name in print: Rex Panelon.
Position: Maraging Director.





Ref: 12-2/09

## Supplemental Agreement

Dear Mr Marc Boudreau,

This Supplemental Agreement is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

**EMA International Limited** of PO Box 3175, Road Town, Tortilla, British Virgin Islands (*EMA International*)

and

Absolute Alpha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (*Manager*), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

Astarra Capital Limited ACN 001 277 256 of Level 1, 540 Swift Street, Albury NSW (Astarra), as Responsible Entity for the Alpha Strategic Fund

dated 6 April 2009

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying

Absolute Alpha Pty Ltd., Suite 5302, Level 53, MLC Centre,

29 - 29 Martin Place, Sydney NSW 2000

Re: Class A Shares in the Tailwind Investment Fund,

Cayman Islands

Purchase Price

AU\$1.00 per Contract, with the total Purchase Price being AU\$750,000.00. The Purchase Price per Contract will be

confirmed in the Confirmation Notice.

Subscription Date

9 March 2009 or next available subscription date prescribed by

the Tailwind Investment Fund.

Completion Date

The earliest to occur of:

(a) The last business day of each calendar month that EMA International receives a Completion Request from the Manager; or

(b) the date specified in the Completion Notice.

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided;
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of BMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- (b) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (a), then the delivery assets will be
  streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (b), then the delivery assets will be
  securities listed in the Top 50 securities listed on the
  ASX; or
- if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (c), then the Delivery Assets will be any
  assets that are not interests in foreign investment funds
  (as defined in section 481 of the Income Tax
  Assessment Act 1936) or assets that are shares in
  foreign companies that satisfy section 499 of the
  Income Tax Assessment Act 1936 (that is, the stock
  exchange listed method).

RA

RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

(Contracts / Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

Delivery Asset Price

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager 1 x street TRACKS S&P/ASX 200 unit.

Business Day

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

Australia, Cayman Islands

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of the party's authorised representative or a copy thereof shall be sufficient evidence of the authorised representative's signature for purposes of this Resolution.

- sending a return fax to such effect to the attention of Shawn Richard; and
- 2. signing and returning one of the two executed counterparts of this Supplemental Agreement.

Regards Absolute Alpha Pty Ltd

Signature of Authorised Representative Name in print: Shawn Richard Position: Director

Signed By: EMA International Limited

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Signature of Authorised Representative
Name in print: Marc Boudreau
Position: Director

Signed By: Astarra Capital Limited

Signature of Authorised Representative Name in print:
Position:

358946\SYDDMS\PMC

Deferred Purchase Agreement





Ref: 12-3/09

## Supplemental Agreement

Dear Mr Marc Boudreau,

This Supplemental Agreement is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

**EMA International Limited** of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

Absolute Alpha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (*Manager*), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

Astarra Capital Limited ACN 001 277 256 of Level 1, 540 Swift Street, Albury NSW (Astarra), as Responsible Entity for the Alpha Strategic Fund

dated 2 June 2009

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying

Absolute Alpha Pty Ltd., Suite 5302, Level 53, MLC Centre,

29 - 29 Martin Place, Sydney NSW 2000

Re: Class A Shares in the Tailwind Investment Fund,

Cayman Islands

Purchase Price

AU\$1.00 per Contract, with the total Purchase Price being

AU\$2,000,000.00. The Purchase Price per Contract will be

confirmed in the Confirmation Notice.

Subscription Date

15 June 2009 or next available subscription date prescribed by

the Tailwind Investment Fund.

Completion Date

The earliest to occur of:

(a) The last business day of each calendar month that EMA International receives a Completion Request from the Manager; or

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Deferred Purchase Agreement

(b) the date specified in the Completion Notice.

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- (b) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (a), then the delivery assets will be
  streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (b), then the delivery assets will be
  securities listed in the Top 50 securities listed on the
  ASX; or
- (d) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the Income Tax Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the Income Tax Assessment Act 1936 (that is, the stock exchange listed method).

	exchange fisted method).	
Delivery Asset Parcel	RA	

RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

(Contracts / Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

Delivery Asset Price

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager 1 x street TRACKS S&P/ASX 200 unit.

**Business Day** 

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

Australia, Cayman Islands

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of the party's authorised representative or a copy thereof shall be sufficient evidence of the authorised representative's signature for purposes of this Resolution.

- 1. sending a return fax to such effect to the attention of Shawn Richard; and
- 2. signing and returning one of the two executed counterparts of this Supplemental Agreement.

Regards Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative

Name in print: Marc Boudreau

Position:

Director

Signed By:

Astarra Capital Limited

Signature of Authorised Representative
Name in print: Rex PHILL POTT
Position: MANGELING DIRECTOR.



Ref: 10-1/09

## Supplemental Agreement

Dear Mr Marc Boudreau,

This Supplemental Agreement is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

Absolute Alpha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (Manager), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

Astarra Capital Limited ACN 001 277 256 of Level 1, 540 Swift Street, Albury NSW (Astarra), as Responsible Entity for the Alpha Strategic Fund

dated 3 March 2009.

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying Cheshire Asset M

Cheshire Asset Management of 201 Rogers Office Building,

Edwin Waliace Rey Drive, George Hill, Anguilla

Re: Class B participating shares in the SBS Dynamic Opportunities Fund Limited B (PO Box 32338 SMB, Grand

Cayman, Cayman Islands)

Purchase Price AU\$1.00 per Contract, with the total Purchase Price being

AU\$1,300,000.00. The Purchase Price per Contract will be

confirmed in the Confirmation Notice.

Subscription Date 6 March 2009 or next available subscription date prescribed by

SBS Dynamic Opportunities Fund Limited.

Completion Date The earliest to occur of:

(a) The last business day of each calendar month that EMA International receives a Completion Request

## from the Manager; or

(b) the date specified in the Completion Notice.

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- (b) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (a), then the delivery assets will be streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (b), then the delivery assets will be
  securities listed in the Top 50 securities listed on the
  ASX; or
- (d) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the Income Tax Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the Income Tax Assessment Act 1936 (that is, the stock exchange listed method).

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RA

RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

Ä,

(Contracts / Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

**Delivery Asset Price** 

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager 1 x street TRACKS S&P/ASX 200 unit.

**Business** Day

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

Australia, British Virgin Islands, Anguilla

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of the party's authorised representative or a copy thereof shall be sufficient evidence of the authorised representative's signature for purposes of this Resolution.

- 1. sending a return fax to such effect to the attention of Shawn Richard; and
- 2. signing and returning one of the two executed counterparts of this Supplemental Agreement.

Regards

Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

EMA International Limited

Signature of Authorised Representative Name in print: Marc Bondreau

Position:

Director

Signed By:

ANZ Numinces Limited

Signature of Authorised Representative Name in print: Position:

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Deferred Purchase Agreement

Regards

Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative

Name in print: Marc Boudreau

Position:

Director

Signed By:

**ANZ Nominees Limited** 

Signature of Authorised Representative Name in print:

Position:

Regards

Absolute Alpha Pty Ltd

Signature of Authorised Representative

'Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative

Name in print: Marc Boudreau

Position:

Director

Signed By:

ANZ Nominees Limited

Signature of Authorised Representative Name in print:

Position:

Regards Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA** International Limited

Signature of Authorised Representative Name in print: Marc Boudrean

Position:

Director

Signed By:

ANZ Nominees Limited

Signature of Authorised Representative

Name in print:

Position:

RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

(Contracts / Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

**Delivery Asset Price** 

( 5

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager 1 x street TRACKS S&P/ASX 200 unit.

Business Day

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

· Australia, British Virgin Islands, Anguilla

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of the party's authorised representative or a copy thereof shall be sufficient evidence of the authorised representative's signature for purposes of this Resolution.

- 1. sending a return fax to such effect to the attention of Shawn Richard; and
- 2. signing and returning one of the two executed counterparts of this Supplemental Agreement.

from the Manager; or

(b) the date specified in the Completion Notice.

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- (b) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (a), then the delivery assets will be streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in paragraph (b), then the delivery assets will be securities listed in the Top 50 securities listed on the ASX; or
- (d) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the Income Tax Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the Income Tax Assessment Act 1936 (that is, the stock exchange listed method).

RA





Ref: 9-1/09

# Supplemental Agreement

Dear Mr Marc Boudreau,

This Supplemental Agreement is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

Absolute Aipha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (*Manager*), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

ANZ Nominees Limited (ACN 005 357 568) with registered office address at GPO Box 2842AA, Melbourne, VIC, (Custodian), as custodian for Astarra Capital Limited

dated 28 January 2009

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Un	derl	ving

#### **ECI Managers Limited**

Re: Shares in the Sierra Multi Strategy Fund Ltd

Purchase Price

AU\$1.00 per Contract, with the total Purchase Price being AU\$600,000.00. The Purchase Price per Contract will be confirmed in the Confirmation Notice.

Subscription Date

30 January 2009 or next available subscription date prescribed by Sierra Multi Strategy Fund.

Completion Date

The earliest to occur of:

- (a) The last business day of each calendar month that EMA International receives a Completion Request from the Manager; or
- (b) the date specified in the Completion Notice.

#### Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- (b) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (a), then the delivery assets will be
  streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in paragraph (b), then the delivery assets will be securities listed in the Top 50 securities listed on the ASX; or
- (d) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the Income Tax Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the Income Tax Assessment Act 1936 (that is, the stock exchange listed method).

Delivery Asset Parcel	RA
	17419

Where:

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Where:

RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

(Contracts / Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

Delivery Asset Price

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager 1 x street TRACKS S&P/ASX 200 unit.

**Business Day** 

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

· Australia, British Virgin Islands, Anguilla

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of the party's authorised representative or a copy thereof shall be sufficient evidence of the authorised representative's signature for purposes of this Resolution.

Please confirm that the foregoing correctly sets forth the terms of our Agreement by:

- sending a return fax to such effect to the attention of Shawn Richard; and
- signing and returning one of the two executed counterparts of this Supplemental Agreement.

Deferred Purchase Agreement

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Regards

Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative

Name in print: Marc Boudreau

Position:

Director

Signed By:

ANZ Nominees Limited

Signature of Authorised Representative Name in print: Position:

Regards

Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative

Name in print: Marc Boudreau

Position:

Director

Signed By:

**ANZ Nominees Limited** 

Signature of Authorised Representative Name in print: Position:

Regards Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative Name in print: Marc Boudreau

Position:

Director

Signed By:

ANZ Nominees Limited

Signature of Authorised Representative Name in print:

Position:





Ref: 10-5/08

# Supplemental Agreement

Dear Mr Marc Boudreau,

This Supplemental Agreement is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

Absolute Alpha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (*Manager*), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

ANZ Nominees Limited (ACN 005 357 568) with registered office address at GPO Box 2842AA, Melbourne, VIC, (Custodian), as custodian for Astarra Capital Limited

dated 31 December 2008.

In roturn for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying

Cheshire Asset Management of 201 Rogers Office Building, Edwin Wallace Rey Drive, George Hill, Anguilla

Re: Class B participating shares in the SBS Dynamic Opportunities Fund Limited B (PO Box 32338 SMB, Grand Cayman, Cayman Islands)

Purchase Price

AU\$1.00 per Contract, with the total Purchase Price being AU\$600,000.00. The Purchase Price per Contract will be confirmed in the Confirmation Notice.

Subscription Date

2 January 2009 or next available subscription date prescribed by SBS Dynamic Opportunities Fund Limited.

Completion Date

The earliest to occur of:

(a) The last business day of each calendar month that EMA International receives a Completion Request

Deferred Purchase Agreement

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#### from the Manager; or

(b) the date specified in the Completion Notice.

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- (b) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (a), then the delivery assets will be streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (b), then the delivery assets will be
  securities listed in the Top 50 securities listed on the
  ASX; or
- (d) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the Income Tax Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the Income Tax Assessment Act 1936 (that is, the stock exchange listed method).

Delivery A	isset i	Parcel
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RA DAP

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Deferred Purchase Agreement

Where:

RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

(Contracts / Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date:

UNAV = the net asset value of the Underlying.

Delivery Asset Price

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The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager

1 x street TRACKS S&P/ASX 200 unit.

**Business Day** 

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

· Australia, British Virgin Islands, Anguilla

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of the party's authorised representative or a copy thereof shall be sufficient evidence of the authorised representative's signature for purposes of this Resolution.

Please confirm that the foregoing correctly sets forth the terms of our Agreement by:

- 1. sending a return fax to such effect to the attention of Shawn Richard; and
- 2. signing and returning one of the two executed counterparts of this Supplemental Agreement.

358946\SYDDMS\PMC

Deferred Purchase Agreement

Regards

Absolute Alpha Pty Ltd. -- "

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

EMA International Limited

Signature of Authorised Representative

Name in print: Mare Boudreau

Position:

Director

Signed By:

**ANZ Nominces Limited** 

Signature of Authorised Representative

Name in print:

Position:

Regards

Absolute Alpha Pty Ltd

Signature of Authorised Representative. Name in print: Shawn Richard

Director

Position:

Signed By:

**EMA International Limited** 

Signature of Authorised Representative Name in print: Marc Boudreau

Position:

Director

( =

Signed By: ANZ Nominees Limited

Signature of Authorised Representative Name in print: Position:







Ref: 10-4/08

# Supplemental Agreement

Dear Mr Marc Boudreau,

This Supplemental Agreement is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

Absolute Alpha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (Manager), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

ANZ Nominees Limited (ACN 005 357 568) with registered office address at GPO Box 2842AA, Melbourne, VIC, (Custodian), as custodian for Astarra Capital Limited

dated 15 December 2008.

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying	Cheshire Asset Management	of 201 R
•	Dalmin Wallana Dan Daire. Can	TI:11

Rogers Office Building, Edwin Wallace Rey Drive, George Hill, Anguilla

Re: Class B participating shares in the SBS Dynamic Opportunities Fund Limited B (PO Box 32338 SMB, Grand Cayman, Cayman Islands)

#### Purchase Price

AU\$1.00 per Contract, with the total Purchase Price being AU\$1,000,000.00. The Purchase Price per Contract will be confirmed in the Confirmation Notice.

# Subscription Date

17 December 2008 or next available subscription date prescribed by SBS Dynamic Opportunities Fund Limited.

#### Completion Date

The earliest to occur of:

(a) The last business day of each calendar month that EMA International receives a Completion Request from the Manager; or

(b) the date specified in the Completion Notice.

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- (b) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (a), then the delivery assets will be
  streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (b), then the delivery assets will be securities listed in the Top 50 securities listed on the ASX; or
- (d) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the Income Tax Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the Income Tax Assessment Act 1936 (that is, the stock exchange listed method).

RA

DAP

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Where:

RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

(Contracts /Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

Delivery Asset Price

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager 1 x street TRACKS S&P/ASX 200 unit.

**Business Day** 

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For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

Australia, British Virgin Islands, Anguilla

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of the party's authorised representative or a copy thereof shall be sufficient evidence of the authorised representative's signature for purposes of this Resolution.

Please confirm that the foregoing correctly sets forth the terms of our Agreement by:

- 1. sending a return fax to such effect to the attention of Shawn Richard; and
- 2. signing and returning one of the two executed counterparts of this Supplemental Agreement.

Deferred Purchase Agreement

Regards

Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard Position: Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative

Name in print: Marc Boudreau

Position:

( !»

Director

Signed By:

ANZ Nominees Limited

Signature of Authorised Representative

Name in print:

Position:

Regards
Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative

Name in print: Marc Boudreau

Position:

Director

Signed By:

ANZ Nominees Limited

Signature of Authorised Representative Name in print:
Position:





Ref: 8-5/08

# Supplemental Agreement

Dear Mr Marc Boudreau.

This Supplemental Agreement is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

Absolute Alpha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (*Manager*), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

ANZ Nominees Limited (ACN 005 357 568) with registered office address at GPO Box 2842AA, Melbourne, VIC, (Custodian), as custodian for Astarra Capital Limited

dated 25 November 2008.

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

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#### Pacific Capital Markets Cayman LDC

Re: Shares in Pacific Capital Markets (Multi-Arbitrage Fund) Cayman LDC.

Purchase Price

AU\$1.00 per Contract, with the total Purchase Price being AU\$750,000.00. The Purchase Price per Contract will be confirmed in the Confirmation Notice.

Subscription Date

26 November 2008 or next available subscription date prescribed by Pacific Capital Markets.

Completion Date

The earliest to occur of:

- (a) The last business day of each calendar month that EMA International receives a Completion Request from the Manager; or
- (b) the date specified in the Completion Notice.

Deferred Purchase Agreement

RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

(Contracts /Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

Delivery Asset Price

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager

TBA

**Business Day** 

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

- Cayman Islands
- Sydney, Australia

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of the party's authorised representative or a copy thereof shall be sufficient evidence of the authorised representative's signature for purposes of this Resolution.

Please confirm that the foregoing correctly sets forth the terms of our Agreement by:

- 1. sending a return fax to such effect to the attention of [person] of the Manager; and
- 2. signing and returning one of the two executed counterparts of this Supplemental Agreement.

Regards

Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative

Name in print: Marc Boudreau

Position:

Director

Signed By:

**ANZ Nominces Limited** 

Signature of Authorised Representative Name in print:

Position:

Regards Absolute Alpha Pty Ltd

Signature of Authorised Representative Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA** International Limited

Signature of Authorised Representative Name in print: Marc Boudreau

Position:

Director

Signed By:

ANZ Nominces Limited

Signature of Authorised Representative

Name in print: Position:





Ref: 8-4/08

# Supplemental Agreement

Dear Mr Marc Boudreau,

This Supplemental Agreement is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

Absolute Alpha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (*Manager*), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

ANZ Nominees Limited (ACN 005 357 568) with registered office address at GPO Box 2842AA, Melbourne, VIC, (Custodian), as custodian for Astarra Capital Limited

dated 30 October 2008.

Underlying

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

Pacific Capital Markets Cayman LDC

We are pleased to confirm this transaction with the following final terms and conditions:

		•	
		nares in Pacific Capital Markets (Multi-Arbitrage Fund) in LDC.	
Purchase Price	AU\$6	AU\$1.00 per Contract, with the total Purchase Price being AU\$600,000.00. The Purchase Price per Contract will be confirmed in the Confirmation Notice.	
Subscription Date	3 November 2008 or next available subscription date prescribed by Pacific Capital Markets.		
Completion Date	The earliest to occur-of:		
· •	(a)	The last business day of each calendar month that EMA International receives a Completion Request from the Manager; or	
	(b)	the date specified in the Completion Notice.	

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

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<u>(</u>

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided;
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- (b) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (a), then the delivery assets will be streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (b), then the delivery assets will be securities listed in the Top 50 securities listed on the ASX; or
- (d) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the Income Tax Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the Income Tax Assessment Act 1936 (that is, the stock exchange listed method).

DAP

Delivery Asset Parcel	RA	

Where:

RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

(Contracts / Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

Delivery Asset Price

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The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager **TBA** 

**Business Day** 

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

- Cayman Islands
- Sydney, Australia

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of the party's authorised representative or a copy thereof shall be sufficient evidence of the authorised representative's signature for purposes of this Resolution.

Please confirm that the foregoing correctly sets forth the terms of our Agreement by:

- 1. sending a return fax to such effect to the attention of [person] of the Manager; and
- signing and returning one of the two executed counterparts of this Supplemental Agreement.

Regards

Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By: EMA International Limited

Signature of Authorised Representative Name in print: Marc Boudreau

Position:

Director

Signed By: ANZ Nominees Limited

Signature of Authorised Representative Name in print: Position:

Absolute Alpha Pty Ltd

Signature of Authorised Representative Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative Name in print: Marc Boudreau

Position:

Director

Signed By:

**ANZ Nominces Limited** 

Signature of Authorised Representative Name in print:

Position:





Ref: 8-3/08

# Supplemental Agreement

Dear Mr Marc Boudreau,

This Supplemental Agreement is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

**EMA International Limited** of PO Box 3175, Road Town, Tortilla, British Virgin Islands (*EMA International*)

and

Absolute Alpha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (*Manager*), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

ANZ Nominees Limited (ACN 005 357 568) with registered office address at GPO Box 2842AA, Melbourne, VIC, (Custodian), as custodian for Astarra Capital Limited

dated 10 October 2008.

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying	Pacific Capital Markets Cayman LDC	
	Re: Shares in Pacific Capital Markets (Multi-Arbitrage Fund) Cayman LDC.	
Purchase Price	AU\$1.00 per Contract, with the total Purchase Price being AU\$400,000.00. The Purchase Price per Contract will be	

. confirmed in the Confirmation Notice.

Subscription Date 15 October 2008 or next available subscription date prescribed

by Pacific Capital Markets.

Completion Date

The earliest to occur of:

(a) The last business day of each calendar month that EMA International receives a Completion Request from the Manager; or

(b) the date specified in the Completion Notice.

Deferred Purchase Agreement

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- (b) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (a), then the delivery assets will be
  streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (b), then the delivery assets will be
  securities listed in the Top 50 securities listed on the
  ASX; or
- (d) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the Income Tax Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the Income Tax Assessment Act 1936 (that is, the stock exchange listed method).

Delivery Asset Parcel	

RA

DAP

Where:

RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

(Contracts / Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

Delivery Asset Price

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager **TBA** 

**Business Day** 

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

- Cayman Islands
- Sydney, Australia

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of the party's authorised representative or a copy thereof shall be sufficient evidence of the authorised representative's signature for purposes of this Resolution.

Please confirm that the foregoing correctly sets forth the terms of our Agreement by:

- 1. sending a return fax to such effect to the attention of [person] of the Manager; and
- 2. signing and returning one of the two executed counterparts of this Supplemental Agreement.

Regards

Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative

Name in print: Marc Boudreau

Position:

Director

Signed By:

( \*

**ANZ Nominees Limited** 

Signature of Authorised Representative Name in print:
Position:

Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA** International Limited

Signature of Adthorised Representative Name in print: Marc Boudreau

Position:

Director

Signed By:

**ANZ Nominees Limited** 

Signature of Authorised Representative

Name in print:

Position:





Ref: 8-2/08



# Supplemental Agreement

Dear Mr Marc Boudreau,

This Supplemental Agreement is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

Absolute Alpha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (*Manager*), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

ANZ Nominees Limited (ACN 005 357 568) with registered office address at GPO Box 2842AA, Melbourne, VIC, (Custodian), as custodian for Astarra Capital Limited

dated 29 June 2008.

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying

Pacific Capital Markets Cayman LDC

Re: Shares in Pacific Capital Markets (Multi-Arbitrage Fund) Cayman LDC.

Purchase Price

AU\$1.00 per Contract, with the total Purchase Price being AU\$500,000.00. The Purchase Price per Contract will be confirmed in the Confirmation Notice.

Subscription Date

30 June 2008 or next available subscription date prescribed by Pacific Capital Markets.

Completion Date

The earliest to occur of:

- (a) The last business day of each calendar month that EMA International receives a Completion Request from the Manager: or
- (b) the date specified in the Completion Notice.

Deferred Purchase Agreement

Ref: 8-2/08

# Supplemental Agreement

Dear Mr Marc Boudreau,

This Supplemental Agreement is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

Absolute Alpha Pty Lirnited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (Manager), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

ANZ Nominees Limited (ACN 005 357 568) with registered office address at GPO Box 2842AA, Melbourne, VIC, (Custodian), as custodian for Astarra Capital Limited

dated 29 June 2008.

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying	Pacific Capital Markets Cayman LDC	
8	Re: Shares in Pacific Capital Markets (Multi-Arbitrage Fund) Cayman LDC.	
Purchase Price	AU\$1.00 per Contract, with the total Purchase Price being AU\$500,000.00. The Purchase Price per Contract will be confirmed in the Confirmation Notice.	
Subscription Date	30 June 2008 or next available subscription date prescribed by Pacific Capital Markets.	
Completion Date	The earliest to occur of:	
	(a) The last business day of each calendar month that EMA International receives a Completion Request from the Manager; or	
	(b) the date specified in the Completion Notice.	

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- (b) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (a), then the delivery assets will be streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (b), then the delivery assets will be
  securities listed in the Top 50 securities listed on the
  ASX; or
- if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the Income Tax Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the Income Tax Assessment Act 1936 (that is, the stock exchange listed method).

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-	_	_	_	_	_	_	 _~

DAP

Where:

RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

(Contracts / Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

**Delivery Asset Price** 

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager TBA

**Business Day** 

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

- Cayman islands
- · Sydney, Australia

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of the party's authorised representative or a copy thereof shall be sufficient evidence of the authorised representative's signature for purposes of this Resolution.

Please confirm that the foregoing correctly sets forth the terms of our Agreement by:

- 1. sending a return fax to such effect to the attention of [person] of the Manager; and
- 2. signing and returning one of the two executed counterparts of this Supplemental Agreement.

We are very pleased to have executed this transaction with you.

Regards

Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative

Name in print: Marc Boudreau

Position:

Director

Signed By:

**ANZ Nominees Limited** 

Signature of Authorised Representative Name in print:
Position:

We are very pleased to have executed this transaction with you

Regards

Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print; Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative Name in print: Marc Boudreau

Position:

Director

Signed By:

ANZ Nominees Limited

Signature of Authorised Representative

Name in print:

Position:

SEMESTIC PROPERTY.

Deferred Purchase Agreement





Schedule 1

Ref: 8-2/09

## **Supplemental Agreement**

Dear Mr Marc Boudreau,

This Supplemental Agreement is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

Absolute Alpha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (Manager), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

Astarra Capital Limited ACN 001 277 256 of Level 1, 540 Swift Street, Albury NSW (Astarra), as Responsible Entity for the Alpha Strategic Fund

dated 9 July 2009

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying Pacific Capital Markets Cayman LDC

Re: Shares in Pacific Capital Markets (Multi-Arbitrage Fund)

Cayman LDC.

Purchase Price AU\$1.00 per Contract, with the total Purchase Price being

AU\$1,500,000.00. The Purchase Price per Contract will be

confirmed in the Confirmation Notice.

Subscription Date 15 July 2009 or next available subscription date prescribed by

Pacific Capital Markets.

Completion Date The earliest to occur of:

(a) The last business day of each calendar month that EMA International receives a Completion Request

from the Manager; or

(b) the date specified in the Completion Notice.

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- (b) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (a), then the delivery assets will be
  streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (b), then the delivery assets will be
  securities listed in the Top 50 securities listed on the
  ASX; or
- (d) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the Income Tax Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the Income Tax Assessment Act 1936 (that is, the stock exchange listed method).

RA				
	DAP			

Where:

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Deferred Purchase Agreement

RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

(Contracts / Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

Delivery Asset Price

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager 1 x street TRACKS S&P/ASX 200 unit.

Business Day

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

Australia, Cayman Islands

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of the party's authorised representative or a copy thereof shall be sufficient evidence of the authorised representative's signature for purposes of this Resolution.

Please confirm that the foregoing correctly sets forth the terms of our Agreement by:

- 1. sending a return fax to such effect to the attention of Shawn Richard; and
- signing and returning one of the two executed counterparts of this Supplemental Agreement.

We are very pleased to have executed this transaction with you.

Regards Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative

Name in print: Marc Boudreau

Position:

Director

Signed By:

**Astarra Capital Limited** 

Signature of Authorised Representative Name in print: NEX PHICLPOTT

Position:

MANACING DIRECTOR







#### Schedule 1

Ref: 12-1/09

#### Supplemental Agreement

Dear Mr Marc Boudreau,

This Supplemental Agreement is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA international Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

Absolute Alpha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (Manager), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

Astarra Capital Limited ACN 001 277 256 of Level 1, 540 Swift Street, Albury NSW (Astarra), as Responsible Entity for the Alpha Strategic Fund

dated 3 March 2009

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to seil the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying

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Absolute Alpha Pty Ltd., Suite 5302, Level 53, MLC Centre, 29-29 Martin Place, Sydney NSW 2000

Re: Class A Shares in the Tailwind Investment Fund, Cayman Islands

Purchase Price

AU\$1.00 per Contract, with the total Purchase Price being AU\$700,000.00. The Purchase Price per Contract will be confirmed in the Confirmation Notice.

Subscription Date

6 March 2009 or next available subscription date prescribed by the Tailwind Investment Fund.

Completion Date

The earliest to occur of:

(a) The last business day of each calendar month that EMA International receives a Completion Request from the Manager; or

Deferred Purchase Agreement

358946\SYDDMS\PMC

(b) the date specified in the Completion Notice.

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

(

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty
  Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- if, in spite of the best endeavours of EMA
   International, it is not possible to deliver the assets in paragraph (a), then the delivery assets will be streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (b), then the delivery assets will be
  securities listed in the Top 50 securities listed on the
  ASX; or
- if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (c), then the Delivery Assets will be any
  assets that are not interests in foreign investment funds
  (as defined in section 481 of the Income Tax
  Assessment Act 1936) or assets that are shares in
  foreign companies that satisfy section 499 of the
  Income Tax Assessment Act 1936 (that is, the stock
  exchange listed method).

Delivery A	sset Parcel
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RA

DAP

Where:

RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

(Contracts / Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

Delivery Asset Price

( )

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager 1 x street TRACKS S&P/ASX 200 unit.

**Business** Day

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

Australia, Cayman Islands

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of the party's authorised representative or a copy thereof shall be sufficient evidence of the authorised representative's signature for purposes of this Resolution.

Please confirm that the foregoing correctly sets forth the terms of our Agreement by:

- 1. sending a return fax to such effect to the attention of Shawn Richard; and
- 2. signing and returning one of the two executed counterparts of this Supplemental Agreement.

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We are very pleased to have executed this transaction with you.

Regards Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative

Name in print: Marc Boudreau

Position:

Director

Signed By:

**Astarra Capital Limited** 

Signature of Authorised Representative

Name in print: Rex Phillpott

Position:

Director (CEO)

:



# Schedule 1

Ref: 11-1/09

# Supplemental Agreement

Dear Mr Marc Boudreau,

This Supplemental Agreement is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

 $(\cdot, t)$ 

Absolute Alpha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (Manager), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

Astarra Capital Limited (CAN 001 277 256) with registered office address at Level 1, 540 Swift Street, Albury, NSW (Responsible Entity), as Responsible Entity for Alpha Strategic Fund (ARSN 115 962 368)

dated 17 February 2009

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying

Progressive Capital Partners Ltd., Neuhofstrasse 8, P.O. Box

2262 CH-6342 Baar, Switzerland

Re: Class C USD Shares in the Tulip Trend Fund, Cayman

Islands)

Purchase Price

AU\$1.00 per Contract, with the total Purchase Price being US Dollars US\$100,000.00. The Purchase Price per Contract will

be confirmed in the Confirmation Notice.

Subscription Date

19 February 2009 or next available subscription date prescribed by the Tulip Trend Fund.

Completion Date

The earliest to occur of:

The last business day of each calendar month that EMA International receives a Completion Request (a)

Deferred Purchase Agreement

from the Manager; or

(b) the date specified in the Completion Notice.

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

(°.)

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- (b) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (a), then the delivery assets will be streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (b), then the delivery assets will be
  securities listed in the Top 50 securities listed on the
  ASX; or
- if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the Income Tax Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the Income Tax Assessment Act 1936 (that is, the stock exchange listed method).

Delivery Asset Parcel

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DAP

-2-

Where:

RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

(Contracts / Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

Delivery Asset Price

( · )

( )

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager

1 x street TRACKS S&P/ASX 200 unit.

**Business Day** 

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

Australia, Cayman Islands

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of the party's authorised representative or a copy thereof shall be sufficient evidence of the authorised representative's signature for purposes of this Resolution.

Please confirm that the foregoing correctly sets forth the terms of our Agreement by:

- 1, sending a return fax to such effect to the attention of Shawn Richard; and
- 2. signing and returning one of the two executed counterparts of this Supplemental Agreement.

We are very pleased to have executed this transaction with you.

Regards Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative

Name in print: Marc Boudreau

Position:

Director

Signed By:

Astarra Capital Limited

Signature of Authorised Representative

Name in print: Rex Phillpott Position:

Director (CEO)



1 5 OCT 2009

BY:\_\_\_\_

Schedule 1

Ref: 13-1/09

## **AMENDING Supplemental Agreement**

Dear Mr Marc Boudreau,

This Supplemental Agreement amends the following DPA Schedule 1 set out in the table below and consolidates such DPA Schedules into this DPA Schedule 1 Ref 13-1/09 in favour of the Underlying.

DPA Ref No.	Underlying Manager	Underlying Fund	Purchase Price
10-1/07	Cheshire Asset Management	SBS Dynamic Opportunities Fund Limited class B Participating shares	\$1,500,000.00
10-2/07	Cheshire Asset Management	SBS Dynamic Opportunities Fund Limited class B Participating shares	\$2,000,000.00
10-3/07	Cheshire Asset Management	SBS Dynamic Opportunities Fund Limited class B Participating shares	\$1,200,000.00
10-1/08	Cheshire Asset Management	SBS Dynamic Opportunities Fund Limited class B Participating shares	\$1,000,000.00
10-2/08	Cheshire Asset Management	SBS Dynamic Opportunities Fund Limited class B Participating shares	\$400,000.00
10-3/08	Cheshire Asset Management	SBS Dynamic Opportunities Fund Limited class B Participating shares	\$1,000,000.00
10-4/08	Cheshire Asset Management	SBS Dynamic Opportunities Fund Limited class B Participating shares	\$1,000,000.00
10-5/08	Cheshire Asset Management	SBS Dynamic Opportunities Fund Limited class B Participating shares	\$600,000.00
10-1/09	Cheshire Asset Management SBS Dynamic Opportunities Fund Limited class B Participating shar		\$1,300,000.00
10-2/09	Cheshire Asset Management	SBS Dynamic Opportunities Fund Limited class B Participating shares	\$750,000.00
10-3/09	Cheshire Asset Management	SBS Dynamic Opportunities Fund Limited class B Participating shares	\$500,000.00
10-4/09	Cheshire Asset Management	SBS Dynamic Opportunities Fund Limited class B Participating shares	\$600,000.00
10-5/09	Cheshire Asset Management	SBS Dynamic Opportunities Fund Limited class B Participating shares	\$1,000,000.00

and is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

Astarra Asset Management Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (Manager), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

Astarra Capital Limited ACN 001 277 256 of Level 1, 540 Swift Street, Albury NSW (Astarra), as Responsible Entity for the Alpha Strategic Fund

## dated 28 August 2009

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying

Fortune Asset Management Limited, UK c/ Citco Fund Services (Dublin) Ltd, Custom House Plaza, Block 6, IFSC, Dublin 1, Ireland

Re: Class of Shares in the (Astarra) Montfort Fund within the Fortune Capital Limited Fund, Cayman Islands

Purchase Price

AU\$1.00 per Contract, with the total Purchase Price being the total amount of AU\$12,850,000.00 or current amount in the shares of the SBS Dynamic Opportunities Fund Limited class B participating shares. The Purchase Price per Contract will be confirmed in the Confirmation Notice.

Subscription Date

30 September 2009 or next available subscription date prescribed by the above Underlying Fund.

Completion Date

The earliest to occur of:

- (a) The last business day of each calendar month that EMA International receives a Completion Request from the Manager; or
- (b) the date specified in the Completion Notice.

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it

being impossible or illegal for EMA
International to deliver, or no event beyond the
control of the Manager has occurred which
results in it being impossible or illegal for the
Manager to accept delivery of units in the ASF
MIS (including, without limitation, due to any
law, regulation or court order, but excluding
market conditions); or

- (b) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (a), then the delivery assets will be
  streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (b), then the delivery assets will be
  securities listed in the Top 50 securities listed on the
  ASX; or
- (d) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the Income Tax Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the Income Tax Assessment Act 1936 (that is, the stock exchange listed method).

**Delivery Asset Parcel** 

RA

DAP

Where:

RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

(Contracts /Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

Delivery Asset Price

The total cost of subscription and delivery for a single Delivery

Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager 1 x street TRACKS S&P/ASX 200 unit.

**Business Day** 

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

Australia, Cayman Islands

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of the party's authorised representative or a copy thereof shall be sufficient evidence of the authorised representative's signature for purposes of this Resolution.

Please confirm that the foregoing correctly sets forth the terms of our Agreement by:

- 1. sending a return fax to such effect to the attention of Shawn Richard; and
- 2. signing and returning one of the two executed counterparts of this Supplemental Agreement.

We are very pleased to have executed this DPA Schedule 1 Ref 13-1/09 transaction with you.

## Regards

Astarra Asset Management Pty Limited

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative

Name in print: Marc Boudreau

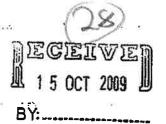
Position:

Director

Signed By:

Astarra Capital Limited

Signature of Authorised Representative Name in print: Position:





Schedule 1

Ref: 13-2/09

## **AMENDING Supplemental Agreement**

Dear Mr Marc Boudreau,

This Supplemental Agreement amends and replaces Schedule 1 Ref 7-1/09 in respect of the Global Financial Managers Limited and the Exploration Fund Participating Class A shares and is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

Absolute Alpha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (*Manager*), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

Astarra Capital Limited ACN 001 277 256 of Level 1, 540 Swift Street, Albury NSW (Astarra), as Responsible Entity for the Alpha Strategic Fund

dated 28 August 2009

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying

Fortune Asset Management Limited, UK

c/ Citco Fund Services (Dublin) Ltd, Custom House Plaza,

Block 6, IFSC, Dublin 1, Ireland

Re: Class of Shares in the (Astarra) Montfort Fund within

the Fortune Capital Limited Fund, Cayman Islands

Purchase Price

AU\$1.00 per Contract, with the total Purchase Price being the total amount of AU\$4,087,997.70 or current amount in participating A shares of the Exploration Fund. The Purchase Price per Contract will be confirmed in the

Confirmation Notice.

Subscription Date

30 September 2009 or next available subscription date

prescribed by the above Underlying Fund.

#### Completion Date

#### The earliest to occur of:

- (a) The last business day of each calendar month that EMA International receives a Completion Request from the Manager; or
- (b) the date specified in the Completion Notice.

#### Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

## Delivery Asset

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided;
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- (b) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (a), then the delivery assets will be streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (b), then the delivery assets will be securities listed in the Top 50 securities listed on the ASX; or
- (d) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the Income Tax Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the Income Tax Assessment Act 1936 (that is, the stock

exchange listed method).

Delivery Asset Parcel

RA

DAP

Where:

RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

(Contracts / Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

**Delivery Asset Price** 

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager 1 x street TRACKS S&P/ASX 200 unit.

Business Day

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

Australia, Cayman Islands

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of the party's authorised representative or a copy thereof shall be sufficient evidence of the authorised representative's signature for purposes of this Resolution.

Please confirm that the foregoing correctly sets forth the terms of our Agreement by:

- 1. sending a return fax to such effect to the attention of Shawn Richard; and
- 2. signing and returning one of the two executed counterparts of this Supplemental Agreement.

We are very pleased to have executed this DPA Schedule 1 Ref 13-2/09 transaction with you.

## Regards

Astarra Asset Management Pty Limited

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative

Name in print: Marc Boudreau

Position:

Director

Signed By:

**Astarra Capital Limited** 

Signature of Authorised Representative Name in print: Position:





Schedule 1

Ref: 13-3/09

## **AMENDING Supplemental Agreement**

Dear Mr Marc Boudreau.

This Supplemental Agreement amends the following DPA Schedule 1 set out in the table below and consolidates such DPA Schedules into this DPA Schedule 1 Ref 13-3/09 in favour of the Underlying.

DPA Ref No.	Underlying Manager	Underlying Fund	Purchase Price
1/06	Global Financial Managers	Exploration Fund (formerly	\$1,961,919.00
	Limited (formerly Huntleigh	Huntleigh Investment Fund	İ
	Investment Fund Limited)	Limited) Participating C shares	
2/06	Global Financial Managers	Exploration Fund (formerly	\$307,000.00
	Limited (formerly Huntleigh	Huntleigh Investment Fund	}
	Investment Fund Limited)	Limited) Participating C shares	
3/06	Giobal Financial Managers	Exploration Fund (formerly	\$700,000.00
	Limited (formerly Huntleigh	Huntleigh Investment Fund	
	Investment Fund Limited)	Limited) Participating C shares	
5/06	Global Financial Managers	Exploration Fund (formerly	\$6,674,672.00
	Limited (formerly Huntleigh	Huntleigh Investment Fund	90
	Investment Fund Limited)	Limited) Participating C shares	
7/06	Global Financial Managers	Exploration Fund (formerly	\$2,000,000.00
	Limited (formerly Huntleigh	Huntleigh Investment Fund	1
	Investment Fund Limited)	Limited) Participating C shares	
7-3/09	Global Financial Managers	Exploration Fund (formerly	\$7,400,000.00
	Limited (formerly Huntleigh	Huntleigh Investment Fund	Į.
	Investment Fund Limited)	Limited) Participating C shares	

and is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

**EMA International Limited** of PO Box 3175, Road Town, Tortilla, British Virgin Islands (*EMA International*)

and

 $(\cdot)$ 

Astarra Asset Management Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (*Manager*), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

Astarra Capital Limited ACN 001 277 256 of Level 1, 540 Swift Street, Albury NSW (Astarra), as Responsible Entity for the Alpha Strategic Fund

dated 28 August 2009

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying

Fortune Asset Management Limited, UK c/ Citco Fund Services (Dublin) Ltd, Custom House Plaza, Block 6, IFSC, Dublin 1, Ireland

Re: Class of Shares in the (Astarra) Montfort Fund within the Fortune Capital Limited Fund, Cayman Islands

Purchase Price

AU\$1.00 per Contract, with the total Purchase Price being the total amount of AU\$19,043,546.00 or current amount in participating C shares of the Exploration Fund. The Purchase Price per Contract will be confirmed in the Confirmation Notice.

Subscription Date

30 September 2009 or next available subscription date prescribed by the above Underlying Fund.

Completion Date

The earliest to occur of:

- (a) The last business day of each calendar month that EMA International receives a Completion Request from the Manager; or
- (b) the date specified in the Completion Notice.

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF

MIS (including, without limitation, due to any law, regulation or court order, but excluding market conditions); or

- (b) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (a), then the delivery assets will be
  streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (b), then the delivery assets will be
  securities listed in the Top 50 securities listed on the
  ASX; or
- (d) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the Income Tax Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the Income Tax Assessment Act 1936 (that is, the stock exchange listed method).

Delivery Asset Parcel

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RA

DAP

Where:

RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

(Contracts / Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

Delivery Asset Price

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for 1 x street TRACKS S&P/ASX 200 unit.

## the benefit of the Manager

**Business Day** 

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

Australia, Cayman Islands

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of the party's authorised representative or a copy thereof shall be sufficient evidence of the authorised representative's signature for purposes of this Resolution.

Please confirm that the foregoing correctly sets forth the terms of our Agreement by:

- 1. sending a return fax to such effect to the attention of Shawn Richard; and
- 2. signing and returning one of the two executed counterparts of this Supplemental Agreement.

We are very pleased to have executed this DPA Schedule 1 Ref 13-3/09 transaction with you.

Regards

Astarra Asset Management Pty Limited

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative

Name in print: Marc Boudreau

Position:

Director

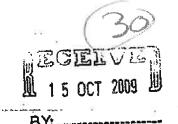
Signed By:

**Astarra Capital Limited** 

Signature of Authorised Representative

Name in print: Position:





Schedule 1

Ref: 13-4/09

## **AMENDING Supplemental Agreement**

Dear Mr Marc Boudreau,

This Supplemental Agreement amends the following DPA Schedule 1 set out in the table below and consolidates such DPA Schedules into this DPA Schedule 1 Ref 13-4/09 in favour of the Underlying.

DPA Ref No.	Underlying Manager	Underlying Fund	Purchase Price
8/06	Pacific Capital Markets Cayman LDC	Pacific Capital Markets Caymen LDC shares	\$2,000,000.00
8-1/07	Pacific Capital Markets Cayman LDC	Pacific Capital Markets Caymen LDC shares	\$1,000,000.00
8-2/07	Pacific Capital Markets Cayman LDC	Pacific Capital Markets Caymen LDC shares	\$1,000,000.00
8-3/07	Pacific Capital Markets Cayman LDC	Pacific Capital Markets Caymen LDC shares	\$750,000.00
8-1/08	Pacific Capital Markets Cayman LDC	Pacific Capital Markets Caymen LDC shares	\$800,000.00
8-2/08	Pacific Capital Markets Cayman LDC	Pacific Capital Markets Caymen LDC shares	\$500,000.00
8-3/08	Pacific Capital Markets Cayman LDC	Pacific Capital Markets Caymen LDC shares	\$400,000.00
8-4/08	Pacific Capital Markets Cayman LDC	Pacific Capital Markets Caymen LDC shares	\$600,000.00
8-5/08	Pacific Capital Markets Cayman LDC	Pacific Capital Markets Caymen LDC shares	\$750,000.00
8-1/09	Pacific Capital Markets Cayman LDC	Pacific Capital Markets Caymen LDC shares	\$800,000.00
8-2/09	Pacific Capital Markets Cayman LDC	Pacific Capital Markets Caymen LDC shares	\$1,500,000.00
8-3/09	Pacific Capital Markets Cayman LDC	Pacific Capital Markets Caymen LDC shares	\$1,400,000.00
8-4/09	Pacific Capital Markets Cayman LDC	Pacific Capital Markets Caymen LDC shares	\$1,200,000.00

and is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

( 2 .

Astarra Asset Management Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (Manager), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

Astarra Capital Limited ACN 001 277 256 of Level 1, 540 Swift Street, Albury NSW (Astarra), as Responsible Entity for the Alpha Strategic Fund

## dated 28 August 2009

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying

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€,

Fortune Asset Management Limited, UK c/ Citco Fund Services (Dublin) Ltd, Custom House Plaza, Block 6, IFSC, Dublin 1, Ireland

Re: Class of Shares in the (Astarra) Montfort Fund within the Fortune Capital Limited Fund, Cayman Islands

Purchase Price

AU\$1.00 per Contract, with the total Purchase Price being the total amount of AU\$12,700,000.00 or current amount in the shares of the Pacific Capital Markets Cayman LDC. The Purchase Price per Contract will be confirmed in the Confirmation Notice.

Subscription Date

30 September 2009 or next available subscription date prescribed by the above Underlying Fund.

Completion Date

The earliest to occur of:

- (a) The last business day of each calendar month that EMA International receives a Completion Request from the Manager; or
- (b) the date specified in the Completion Notice.

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it

being impossible or illegal for EMA International to deliver, or no event beyond the control of the Manager has occurred which results in it being impossible or illegal for the Manager to accept delivery of units in the ASF MIS (including, without limitation, due to any law, regulation or court order, but excluding market conditions); or

- (b) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (a), then the delivery assets will be
  streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (b), then the delivery assets will be securities listed in the Top 50 securities listed on the ASX; or
- (d) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the *Income Tax Assessment Act 1936*) or assets that are shares in foreign companies that satisfy section 499 of the *Income Tax Assessment Act 1936* (that is, the stock exchange listed method).

Delivery Asset Parcel

RA

DAP

Where:

RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

(Contracts / Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

Delivery Asset Price

The total cost of subscription and delivery for a single Delivery

Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager 1 x street TRACKS S&P/ASX 200 unit.

Business Day

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

Australia, Cayman Islands

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of the party's authorised representative or a copy thereof shall be sufficient evidence of the authorised representative's signature for purposes of this Resolution.

Please confirm that the foregoing correctly sets forth the terms of our Agreement by:

- 1. sending a return fax to such effect to the attention of Shawn Richard; and
- 2. signing and returning one of the two executed counterparts of this Supplemental Agreement.

We are very pleased to have executed this DPA Schedule 1 Ref 13-4/09 transaction with you.

## Regards

Astarra Asset Management Pty Limited

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative Name in print: Marc Boudreau

Position:

Director

Signed By:

**Astarra Capital Limited** 

Signature of Authorised Representative Name in print: Position:



L 15 OCT 2009

Schedule 1

Ref: 13-5/09

## **AMENDING Supplemental Agreement**

Dear Mr Marc Boudreau,

This Supplemental Agreement amends Schedule 1 Ref 11-1/09 and is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

Absolute Alpha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (*Manager*), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

Astarra Capital Limited ACN 001 277 256 of Level 1, 540 Swift Street, Albury NSW (Astarra), as Responsible Entity for the Alpha Strategic Fund

dated 22 September 2009

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying

Fortune Asset Management Limited, UK c/ Citco Fund Services (Dublin) Ltd, Custom House Plaza,

Block 6, IFSC, Dublin 1, Ireland

Purchase Price

Re: Class of Shares in the Montfort Fund, Cayman Islands AU\$1.00 per Contract, with the total Purchase Price being US Dollars US\$100,000.00 or current amount in the Tulip Trend Fund. The Purchase Price per Contract will be

confirmed in the Confirmation Notice.

Subscription Date

30 September 2009 or next available subscription date prescribed by the above Underlying Fund.

Completion Date

The earliest to occur of:

(a) The last business day of each calendar month that EMA International receives a Completion Request from the Manager; or

(b) the date specified in the Completion Notice.

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- (b) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (a), then the delivery assets will be streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (b), then the delivery assets will be securities listed in the Top 50 securities listed on the ASX; or
- (d) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the Income Tax Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the Income Tax Assessment Act 1936 (that is, the stock exchange listed method).

Delivery Asset Parcel	RA	
	DAP	

<u>(:</u>

Where:

RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

(Contracts / Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

Delivery Asset Price

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager 1 x street TRACKS S&P/ASX 200 unit.

**Business** Day

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

• Australia, Cayman Islands

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of the party's authorised representative or a copy thereof shall be sufficient evidence of the authorised representative's signature for purposes of this Resolution.

Please confirm that the foregoing correctly sets forth the terms of our Agreement by:

- 1. sending a return fax to such effect to the attention of Shawn Richard; and
- signing and returning one of the two executed counterparts of this Supplemental Agreement.

Regards

Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By: EMA International Limited

Signature of Authorised Representative Name in print: Marc Boudreau

Position:

Director

Signed By:

Astarra Capital Limited

Signature of Authorised Representative Name in print:

Position:





Ref: 13-6/09

#### **AMENDING Supplemental Agreement**

Dear Mr Marc Boudreau,

This Supplemental Agreement amends the DPA Schedule 1 Ref No. 8-5/09 to substitute the Underlying and is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

(

Astarra Asset Management Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (Manager), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

Astarra Capital Limited ACN 001 277 256 of Level 1, 540 Swift Street, Albury NSW (Astarra), as Responsible Entity for the Alpha Strategic Fund

dated 29 September 2009

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying

Fortune Asset Management Limited, UK

c/ Citco Fund Services (Dublin) Ltd, Custom House Plaza,

Block 6, IFSC, Dublin 1, Ireland

Re: Class of Shares in the (Astarra) Montfort Fund within

the Fortune Capital Limited Fund, Cayman Islands

Purchase Price

AU\$1.00 per Contract, with the total Purchase Price being the total amount of AU\$1,500,000.00 or current amount in the shares of the Pacific Capital Markets Cayman LDC. The Purchase Price per Contract will be confirmed in the

Confirmation Notice.

Subscription Date

30 October 2009 or next available subscription date prescribed

by the above Underlying Fund.

#### Completion Date

The earliest to occur of:

- (a) The last business day of each calendar month that EMA International receives a Completion Request from the Manager; or
- (b) the date specified in the Completion Notice.

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- (b) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in paragraph (a), then the delivery assets will be streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (b), then the delivery assets will be
  securities listed in the Top 50 securities listed on the
  ASX; or
- (d) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the Income Tax Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the Income Tax Assessment Act 1936 (that is, the stock

exchange listed method).

Delivery Asset Parcel

RA

DAP

Where:

RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

(Contracts /Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

Delivery Asset Price

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager 1 x street TRACKS S&P/ASX 200 unit.

**Business Day** 

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

Australia, Cayman Islands

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of the party's authorised representative or a copy thereof shall be sufficient evidence of the authorised representative's signature for purposes of this Resolution.

Please confirm that the foregoing correctly sets forth the terms of our Agreement by:

1. sending a return fax to such effect to the attention of Shawn Richard; and

2. signing and returning one of the two executed counterparts of this Supplemental Agreement.

We are very pleased to have executed this DPA Schedule 1 Ref 13-6/09 transaction with you.

Regards

Astarra Asset Management Pty Limited

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative Name in print: Marc Boudreau

Position:

 $\left( \frac{1}{2} \left( \frac{1}{2} \right)^{2} \right)$ 

Director

Signed By:

**Astarra Capital Limited** 

Signature of Authorised Representative Name in print: Position:





Ref: 10-3/08

### Supplemental Agreement

Dear Mr Marc Boudreau,

This Supplemental Agreement is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

Absolute Alpha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (*Manager*), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

ANZ Nominees Limited (ACN 005 357 568) with registered office address at GPO Box 2842AA, Melbourne, VIC, (Custodian), as custodian for Astarra Capital Limited

dated 17 June 2008.

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying

Cheshire Asset Management of 201 Rogers Office Building, Edwin Wallace Rey Drive, George Hill, Anguilla

Edwin Wanace Rey Drive, George Pini, Angunia

Re: Class B participating shares in the SBS Dynamic Opportunities Fund Limited B (PO Box 32338 SMB, Grand

Cayman, Cayman Islands)

Purchase Price

AU\$1.00 per Contract, with the total Purchase Price being AU\$1,000,000.00. The Purchase Price per Contract will be confirmed in the Confirmation Notice.

Subscription Date

18 June 2008 or next available subscription date prescribed by SBS Dynamic Opportunities Fund Limited.

Completion Date

The earliest to occur of:

(a) The last business day of each calendar month that EMA International receives a Completion Request

Deferred Purchase Agreement

from the Manager; or

(b) the date specified in the Completion Notice.

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- (b) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (a), then the delivery assets will be streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (b), then the delivery assets will be securities listed in the Top 50 securities listed on the ASX; or
- (d) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the Income Tax Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the Income Tax Assessment Act 1936 (that is, the stock exchange listed method).

Delivery	Acces	Parcel
Delivery	<b>713362</b>	r urcei

RA

DAP

Regards
Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative

Name in print: Marc Boudreau

Position:

Director

Signed By:

**ANZ Nominees Limited** 

Signature of Authorised Representative Name in print:
Position:

Regards

Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

EMA International Limited

Signature of Authorised Representative Name in print: Marc Bondreau

Position:

Director

Signed By:

ANZ Nominees Limited

Signature of Authorised Representative

Name in print:

Position.





Ref: 8-1/08

#### Supplemental Agreement

Dear Mr Marc Boudreau,

This Supplemental Agreement is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

Absolute Alpha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (Manager), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

ANZ Norninees Limited (ACN 005 357 568) with registered office address at GPO Box 2842AA, Melbourne, VIC, (Custodian), as custodian for Astarra Capital Limited

dated 17 June 2008.

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying

Pacific Capital Markets Cayman LDC

Re: Shares in Pacific Capital Markets (Multi-Arbitrage Fund) Cayman LDC.

Purchase Price

AU\$1.00 per Contract, with the total Purchase Price being AU\$800,000.00. The Purchase Price per Contract will be confirmed in the Confirmation Notice.

Subscription Date

18 June 2008 or next available subscription date prescribed by Pacific Capital Markets.

Completion Date

The earliest to occur of:

- (a) The last business day of each calendar month that EMA International receives a Completion Request from the Manager: or
- (b) the date specified in the Completion Notice.

Deferred Purchase Agreement

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- (b) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (a), then the delivery assets will be streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (b), then the delivery assets will be securities listed in the Top 50 securities listed on the ASX; or
- if, in spite of the best endeavours of EMA international, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the Income Tax Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the Income Tax Assessment Act 1936 (that is, the stock exchange listed method).

Delivery	Asset	Parcel
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RA	
************	
DAP	

Where:

RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

(Contracts / Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

Delivery Asset Price

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager **TBA** 

**Business Day** 

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

- Cayman Islands
- Sydney, Australia

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of the party's authorised representative or a copy thereof shall be sufficient evidence of the authorised representative's signature for purposes of this Resolution.

Please confirm that the foregoing correctly sets forth the terms of our Agreement by:

- 1. sending a return fax to such effect to the attention of [person] of the Manager; and
- signing and returning one of the two executed counterparts of this Supplemental Agreement.

Regards

Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard Position: Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative

Name in print: Marc Boudreau

Position:

Director

Signed By:

**ANZ Nominees Limited** 

Signature of Authorised Representative Name in print: Position:

Regards Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard ..

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative Name in print: Marc Boudreau

Position:

Director :

Signed By: ANZ Nominces Limited

Signature of Authorised Representative Name in print:

Position:





Ref: 9-2/08

### Supplemental Agreement

Dear Mr Marc Boudreau.

This Supplemental Agreement is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

Absolute Alpha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (*Manager*), as investment manager and agent for the Responsible Entity, Astarta Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

ANZ Nominees Limited (ACN 005 357 568) with registered office address at GPO Box 2842AA, Melbourne, VIC, (Custodian), as custodian for Astarra Capital Limited

dated 22 May 2008

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying	ECI Ma	anagers Limited
	Re: Sha	ares in the Sierra Multi Strategy Fund Ltd
Purchase Price	AU\$1.00 per Contract, with the total Purchase Price being AU\$500,000.00. The Purchase Price per Contract will be confirmed in the Confirmation Notice.	
Subscription Date	26 May 2008 or next available subscription date prescribed by Sierra Multi Strategy Fund.	
Completion Date	The earliest to occur of:	
	(a)	The last business day of each calendar month that EMA International receives a Completion Request from the Manager; or
	<b>ሴ</b> ን	the date specified in the Completion Notice

#### Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

( ...

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- (b) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (a), then the delivery assets will be streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (b), then the delivery assets will be
  securities listed in the Top 50 securities listed on the
  ASX; or
- (d) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the Income Tax Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the Income Tax Assessment Act 1936 (that is, the stock exchange listed method).

•	
RA	_
DAP	

Where:

RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

(Contracts / Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

Delivery Asset Price

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager **TBA** 

**Business Day** 

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

• Anguilla

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of the party's authorised representative or a copy thereof shall be sufficient evidence of the authorised representative's signature for purposes of this Resolution.

Please confirm that the foregoing correctly sets forth the terms of our Agreement by:

- 1. sending a return fax to such effect to the attention of Shawn Richard; and
- 2. signing and returning one of the two executed counterparts of this Supplemental Agreement.

Regards
Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Anthorised Representative Name in print: Marc Boudreau

Position:

S

Director

Signed By:

ANZ Nominees Limited

Signature of Authorised Representative

Name in print:

Position:

Regards
Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative

Name in print: Marc Boudreau

Position:

Director

Signed By:

**ANZ Nominees Limited** 

Signature of Authorised Representative Name in print:

Position:

Ref: 9-1/08

### Supplemental Agreement

Dear Mr Marc Boudreau,

This Supplemental Agreement is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

Absolute Alpha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (*Manager*), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

ANZ Nominees Limited (ACN 005 357 568) with registered office address at GPO Box 2842AA, Melbourne, ViC, (Custodian), as custodian for Astarra Capital Limited

dated 24 April 2008

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying ...

**ECI Managers Limited** 

Re: Shares in the Sierra Multi Strategy Fund Ltd

Purchase Price

AU\$1.00 per Contract, with the total Purchase Price being AU\$300,000.00. The Purchase Price per Contract will be confirmed in the Confirmation Notice.

Subscription Date

28 April 2008 or next available subscription date prescribed by Sierra Multi Strategy Fund.

Completion Date

The earliest to occur of:

- (a) The last business day of each calendar month that EMA International receives a Completion Request from the Manager; or
- (b) the date specified in the Completion Notice,

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
    - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
    - (iii) no event beyond the control of EMA
      International has occurred which results in it
      being impossible or illegal for EMA
      International to deliver, or no event beyond the
      control of the Manager has occurred which
      results in it being impossible or illegal for the
      Manager to accept delivery of units in the ASF
      MIS (including, without limitation, due to any
      law, regulation or court order, but excluding
      market conditions); or
- (b) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (a), then the delivery assets will be streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (b), then the delivery assets will be
  securities listed in the Top 50 securities listed on the
  ASX; or
- if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the Income Tax Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the Income Tax Assessment Act 1936 (that is, the stock exchange listed method).

Delivery Asset Parcel	RA	
	DAP	

Where:

RA = Completion Amount

DAP = Delivery Asset Price.

Completion Amount

(Contracts /Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

Delivery Asset Price

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager **TBA** 

**Business** Day

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

• Anguilla

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of the party's authorised representative or a copy thereof shall be sufficient evidence of the authorised representative's signature for purposes of this Resolution.

Please confirm that the foregoing correctly sets forth the terms of our Agreement by:

- sending a return fax to such effect to the attention of Shawn Richard; and
- signing and returning one of the two executed counterparts of this Supplemental Agreement.

# Regards Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative

Name in print: Mare Boudreau

Position:

Director

Signed By:

**ANZ Numinees Limited** 

Signature of Authorised Representative

Name in print:

Position:

-4-

Regards

Absolute Alpha Pty Ltd

Signature of Authorised Representative

Name in print: Shawn Richard

Position:

Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative

Name in print: Marc Boudreau

Position:

Director

Signed By:

**ANZ Nominees Limited** 

Signature of Authorised Representative Name in print:
Position:





Ref: 10-2/08

#### Supplemental Agreement

Dear Mr Marc Boudreau.

This Supplemental Agreement is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

Absolute Alpha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (*Manager*), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

ANZ Nominees Limited (ACN 005 357 568) with registered office address at GPO Box 2842AA, Melbourne, VIC, (Custodian), as custodian for Astarra Capital Limited

dated 26 February 2008.

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying

Cheshire Asset Management of 201 Rogers Office Building, Edwin Wallace Rey Drive, George Hill, Anguilla

Re: Class B participating shares in the SBS Dynamic Opportunities Fund Limited B (PO Box 32338 SMB, Grand

Cayman, Cayman Islands)

Purchase Price

AU\$1.00 per Contract, with the total Purchase Price being AU\$400,000.00. The Purchase Price per Contract will be confirmed in the Confirmation Notice.

Subscription Date

27 February 2008 or next available subscription date prescribed by SBS Dynamic Opportunities Fund Limited.

Completion Date

The earliest to occur of:

(a) The last business day of each calendar month that EMA International receives a Completion Request





Ref: 10-1/08

#### Supplemental Agreement

Dear Mr Marc Boudreau,

This Supplemental Agreement is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

Absolute Alpha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (*Manager*), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

ANZ Nominees Limited (ACN 005 357 568) with registered office address at GPO Box 2842AA, Melbourne, VIC, (Custodian), as custodian for Astarra Capital Limited

dated 16 January 2008.

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying

Cheshire Asset Management of 201 Rogers Office Building, Edwin Wellege Pay Deive George Will Appelling

Edwin Wallace Rey Drive, George Hill, Anguilla

Re: Class B participating shares in the SBS Dynamic Opportunities Fund Limited B (PO Box 32338 SMB, Grand

Cayman, Cayman Islands)

Purchase Price

AU\$1.00 per Contract, with the total Purchase Price being AU\$1,000,000.00. The Purchase Price per Contract will be confirmed in the Confirmation Notice.

Subscription Date

17 January 2008 or next available subscription date prescribed by SBS Dynamic Opportunities Fund Limited.

Completion Date

The earliest to occur of:

(a) The last business day of each calendar month that EMA International receives a Completion Request

Deferred Purchase Agreement

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#### from the Manager; or

(b) the date specified in the Completion Notice.

Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- (b) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (a), then the delivery assets will be
  streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (b), then the delivery assets will be
  securities listed in the Top 50 securities listed on the
  ASX; or
- (d) if, in spite of the best endeavours of EMA International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment funds (as defined in section 481 of the Income Tax Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the Income Tax Assessment Act 1936 (that is, the stock exchange listed method).

Delivery Asset Parcel	

DAP

RA



Ref: 8-1/09

### Supplemental Agreement

Dear Mr Marc Boudreau,

This Supplemental Agreement is entered into in accordance with and subject to the Master Deferred Purchase Agreement between:

EMA International Limited of PO Box 3175, Road Town, Tortilla, British Virgin Islands (EMA International)

and

Absolute Alpha Pty Limited (ACN 113 940 953) of Level 2, 123 Clarence Street, Sydney NSW (*Manager*), as investment manager and agent for the Responsible Entity, Astarra Capital Limited (ACN 001 277 256) in respect of the Alpha Strategic Fund (ARSN 115 962 368)

and

Astarra Capital Limited ACN 001 277 256 of Level 1, 540 Swift Street, Albury NSW (Astarra), as Responsible Entity for the Alpha Strategic Fund

dated 3 June 2009

In return for the Manager paying the Purchase Price to EMA International, EMA International agrees to sell the Delivery Asset Parcel to the Manager on a deferred basis, in accordance with this Agreement. Terms not defined in this Supplemental Agreement have the meaning given in the Master Deferred Purchase Agreement.

We are pleased to confirm this transaction with the following final terms and conditions:

Underlying Pacific Capital Markets Cayman LDC

Re: Shares in Pacific Capital Markets (Multi-Arbitrage Fund)

Cayman LDC.

Purchase Price AU\$1.00 per Contract, with the total Purchase Price being

AU\$800,000.00. The Purchase Price per Contract will be

confirmed in the Confirmation Notice.

Subscription Date 15 June 2009 or next available subscription date prescribed by

Pacific Capital Markets.

Completion Date The earliest to occur of:

(a) The last business day of each calendar month that EMA International receives a Completion Request from the Manager; or

(b) the date specified in the Completion Notice.

#### Settlement Date

The Completion Date plus thirty (30) days, or such other date as agreed by the parties.

Delivery Asset

- (a) units in an Astarra managed investment scheme domiciled in Australia with Absolute Alpha Pty Limited as investment manager and which has essentially the same mandate as the Alpha Strategic Fund (ASF MIS) provided:
  - (i) ASF MIS is registered as a managed investment scheme under the Australian Corporations Act;
  - (ii) units in the ASF MIS are able to be purchased by EMA International and delivered to the Manager on the Settlement Date;
  - (iii) no event beyond the control of EMA
    International has occurred which results in it
    being impossible or illegal for EMA
    International to deliver, or no event beyond the
    control of the Manager has occurred which
    results in it being impossible or illegal for the
    Manager to accept delivery of units in the ASF
    MIS (including, without limitation, due to any
    law, regulation or court order, but excluding
    market conditions); or
- (b) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (a), then the delivery assets will be
  streetTRACKS S&P/ASX 200 units;
- (c) if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in
  paragraph (b), then the delivery assets will be
  securities listed in the Top 50 securities listed on the
  ASX; or
- if, in spite of the best endeavours of EMA
  International, it is not possible to deliver the assets in paragraph (c), then the Delivery Assets will be any assets that are not interests in foreign investment fimds (as defined in section 481 of the Income Tax
  Assessment Act 1936) or assets that are shares in foreign companies that satisfy section 499 of the
  Income Tax Assessment Act 1936 (that is, the stock exchange listed method).

DAP

Delivery Asset Parcel	RA ·
_	

Where:

358946\SYDDMS\PMC

Deferred Purchase Agreement

RA = Completion Amount

DAP - Delivery Asset Price.

Completion Amount

(Contracts / Contracts x UNAV) - Delivery Costs and Taxes

Where:

Contracts = the number of Contracts being completed on the Completion Date;

Contracts = the total number of Contracts on issue under this Agreement as at the Completion Date;

UNAV = the net asset value of the Underlying.

Delivery Asset Price

The total cost of subscription and delivery for a single Delivery Asset paid by EMA International.

Portion of, and type of, the Delivery Assets to be held by EMA International for the benefit of the Manager 1 x street TRACKS S&P/ASX 200 unit.

Business Day

For the purpose of the definition of Business Day in the Master Deferred Purchase Agreement, the relevant jurisdictions are:

Australia, Cayman Islands

Please check this Supplemental Agreement carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified.

This Supplemental Agreement may be signed in counterparts. All counterparts taken together will be deemed to constitute one document.

A facsimile bearing the signature of the party's authorised representative or a copy thereof shall be sufficient evidence of the authorised representative's signature for purposes of this Resolution.

Please confirm that the foregoing correctly sets forth the terms of our Agreement by:

- 1. sending a return fax to such effect to the attention of Shawn Richard; and
- signing and returning one of the two executed counterparts of this Supplemental Agreement.

Regards Absolute Alpha Pty Ltd

Signature of Authorised Representative
Name in print: Shawn Richard
Position: Director

Signed By:

**EMA International Limited** 

Signature of Authorised Representative

Name in print: Marc Boudreau

Position:

Director

Signed By:

Astarra Capital Limited

Signature of Authorised Representative
Name in print: Rex Pullion.
Position: 
MANAGING DIRECTOR.