ARTICLE 23 AIFMD DISCLOSURE STATEMENT

in relation to

GEMSTONE I AND GEMSTONE I FEEDER

IMPORTANT NOTICES

This AIFMD disclosure statement (the **AIFMD Disclosure**) and all information disclosed herein is not an offer to the public to purchase or subscribe to participations in Gemstone I, a Dutch law governed fund for joint account (*fonds voor gemene rekening*) (the **Master Fund**) or Gemstone I Feeder, a Dutch law governed fund for joint account (*fonds voor gemene rekening*) (the **Feeder Fund**, and together with the **Master Fund**, the **Fund**) nor an offer to any person or entity in any jurisdiction in which such an offer is unlawful. The Feeder Fund will solely invest in participations in the Master Fund and the information included in this AIFMD Disclosure document therefore relates to the Fund as a whole, unless explicitly stated otherwise.

Gilde Equity Management (GEM) Benelux Partners B.V., (the **AIFM**) will be appointed as the alternative investment fund manager (*beheerder*) of the Fund. The Fund will appoint Gemstone Capital Partners B.V. as managing director (*bestuurder*) of the Fund (the **Director**).The AIFM holds a license from the Dutch Authority for the Financial Markets (*Autoriteit financiële markten*, **AFM**) pursuant to section 2:65 of the Act on Financial Supervision (*Wet op het Financieel toezicht*, **AFS**) implementing section 6 (1) of the Alternative Investment Fund Managers Directive (2011/61/EC, **AIFMD**) and is included in the public register kept by the AFM on its website under license number 15003751. Therefore, the AIFM is subject to: (i) the provisions of the AIFMD and the rules and regulations promulgated thereunder, as implemented in the Netherlands, and (ii) the supervision of the AFM and the Dutch Central Bank (*De Nederlandsche Bank N.V.*, **DNB**) pursuant to Part 3, Prudential Supervision Financial Undertakings, and Part 4, Conduct of Business Supervision Financial Undertakings, of the AFS.

This AIFMD Disclosure is strictly confidential and has been prepared for the purpose of providing certain summary information about an investment in the Fund, as required pursuant to Article 23 of AIFMD.

In the Netherlands, interests in the Fund (the **Interests**) may only be offered, sold, transferred or delivered, directly or indirectly, to investors which qualify as professional investors within the meaning of section 4 subsection 1 ag) of the AIFMD as implemented in the Netherlands, or to non-professional investors for a nominal value of at least EUR 100,000 per investor, this amount to be provided at once.

In the EEA, the Interests in the Fund may only be offered, sold, transferred or delivered, directly or indirectly, to investors which are based in certain EEA jurisdictions[1] (the **Passported EEA Jurisdictions**) and which qualify as professional investors within the meaning of section 4 subsection 1 (ag) of AIFMD, as implemented in the relevant EEA jurisdictions.

No approved prospectus is required pursuant to the Prospectus Regulation (EU) 2017/1129) as amended or superseded as the Interests are offered for a nominal value of at least EUR 100,000 per investor.

A key information document in respect of the Fund pursuant to Regulation (EU) no. 1286/2014 (the **PRIIPS Regulation**) will be prepared, which will be provided on paper and free of charge by the AIFM

[1] Such jurisdictions as of the date of this AIFMD Disclosure are: Belgium and Luxembourg.

at the request of the investors and will be available via email and within the data room accessible by the investors. The website of the AIFM is: www.gembenelux.com/en.

This AIFMD Disclosure should only be read in conjunction with the terms and conditions to the Master Fund (the **Master Terms & Conditions**), the terms and conditions to the Feeder Fund (the **Feeder Terms & Conditions**, and together with the Master Terms & Conditions also referred to as the **Terms & Conditions**), and the investor's subscription agreements to the Master Fund and the Feeder Fund (the **Subscription Agreement**) (together referred to as, the **Fund Documents**). For a full overview of the rights and obligations of investors, please be referred to the Fund Documents which will be provided to investors prior to an investment in the Fund.

All statements contained in this AIFMD Disclosure that are not statements of historical fact constitute "forward-looking statements." Some of these statements can be identified by forward-looking terms, such as "anticipate," "believe," "can," "could," "should," "estimate," "expect," "intend," "may," "plan," "will" and "would" or similar words. However, these words are not the exclusive means of identifying forward-looking statements. All statements regarding the Fund's expected financial condition and results of operations, business, plans and prospects are forward-looking statements. These forward-looking statements include statements as to the Fund's business strategy, planned projects and other matters discussed in this AIFMD Disclosure regarding matters that are not historical fact. These forward-looking statements and any other projections contained in this AIFMD Disclosure (whether made by the Fund, the AIFM and any of their affiliates or any other third party) involve known and unknown risks, uncertainties and other factors that may cause the Fund's actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements or other projections.

In considering the performance information contained in this AIFMD Disclosure, prospective investors should bear in mind that past, targeted or projected performance is not necessarily indicative of future results, and there can be no assurance that targeted or projected returns will be achieved, that the Fund will achieve comparable results or that the Fund will be able to implement its investment strategy or achieve its investment objectives. The factors that could cause the Fund's actual results, performance and achievements to be materially different than so projected include, but are not limited to, those described in the Subscription Agreement which prospective investors should carefully read.

Except as required by mandatory Dutch law, the Fund and the AIFM expressly disclaim any obligation or undertaking to release any updates or revisions to any information contained herein to reflect any changes in its expectations with regard thereto or any change in events, conditions or circumstances on which any such information is based.

An investment in the Fund will involve risks due, among other things, to the nature of the Fund's investments. Investors should have the financial ability and willingness to accept the risks that are described herein. No assurance can be given that the Fund's investment objective will be achieved or that investors will receive a return of their capital.

The Interests are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the AFS. Additionally, the Interests may not be sold, transferred, assigned or hypothecated, in whole or in part, except as provided in the Terms & Conditions and the Articles (as applicable). There will be no public market for the Interests. Investing in the Fund is appropriate only for sophisticated investors and requires the financial ability and willingness to accept the investment risks, such as the risk of losing the entire amount invested.

Prospective investors are not to construe the contents of this AIFMD Disclosure or any prior or subsequent communication as legal, tax, accounting or investment advice. Each prospective investor should consult with and rely on its own personal legal advisor, tax advisor, accountant, counsel or other advisors as to legal, tax, accounting and economic implications of the investment described herein and its suitability for such investor.

The distribution of this AIFMD Disclosure in certain jurisdictions may be restricted by law and it is the responsibility of the recipient hereof to ensure compliance with such laws. This AIFMD Disclosure should not be construed as an offer in any jurisdiction where such offer is not allowed. The AIFM does not accept any responsibility for contravention of any legal restrictions in such jurisdiction. Any subscription for Interests by an investor may be rejected, in whole or in part at the sole discretion of the AIFM.

No person has been authorized in connection with this offering to give any information or make any representations other than as contained in this AIFMD Disclosure and any representation or information not contained herein must not be relied upon as having been authorized by the Fund, the AIFM or any of their partners or affiliates.

The information contained in this AIFMD Disclosure has not been independently verified. Certain of the economic and market information contained herein has been obtained from published sources and/or prepared by other parties. While such sources are believed to be reliable, none of the Fund, the AIFM or their respective affiliates or any of their respective directors, officers and employees assumes any responsibility for the accuracy of such information.

This AIFMD Disclosure is being published in English only and is governed by Dutch law and any dispute in relation thereto shall be referred to and finally resolved by arbitration under the rules of the Netherlands Arbitration Institute (*Nederlands Arbitrage Instituut*) (**NAI**), taking into account Clause 33 of the Master Terms & Conditions or Clause 30 of the Feeder Terms & Conditions.

All personal data of investors contained in any document provided by such investors and any further personal data collected in the course of the relationship with the AIFM and/or the Fund may be collected, recorded, stored, adapted, transferred or otherwise processed and used by the AIFM. All personal data shall be controlled and processed by the Fund and the AIFM in accordance with Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the General Data Protection Regulation, **GDPR**), as well as the applicable national data protection legislation, for the purposes of inter alia account administration, anti-money laundering identification and the development of the business relationship. To this end, data may be transferred to companies appointed by the AIFM to support the AIFM's related activities.

Capitalised terms in this AIFMD Disclosure have the meanings given to them in the Terms & Conditions unless otherwise defined herein.

This AIFMD Disclosure is prepared for the sole purpose of compliance with Article 23 of the AIFMD and is not intended to be complete or provide a full overview of the Fund.

I. ARTICLE 23 AIFMD DISCLOSURE SCHEDULE

No.	AIFMD reference	Disclosure
1.	***A description of the investment strategy and objectives of the AIF.*** ***Art. 23(1a)***	The investment objective of the Master Fund (the **Investment Objective**) is (i) to invest in Real Property and to incorporate and participate in other enterprises, partnerships and legal entities that invest in Real Property and to realize income from investments in Real Property and (ii) to engage in such other activities as the Managing Director deems necessary, advisable, convenient or incidental to the foregoing, including but not limited to the entering into of borrowings, granting of security rights and otherwise providing guarantees, indemnities, warranties covenants and undertakings in connection with or for the purposes of the Investment Objective. The Feeder Fund invests solely in participations in the Master Fund as a feeder entity. Further information on the purpose of the Master Fund is included in Clause 4.1 of the Master Terms & Conditions. Further information on the purpose of the Feeder Fund is included in Clause 4.1 of the Feeder Terms & Conditions.
2.	***If the AIF is a feeder AIF, information on where the master AIF is established.*** ***Art. 23(1a)***	The Master Fund is structured as a Dutch law governed fund for joint account (*fonds voor gemene rekening*).
3.	***If the AIF is a fund of funds, information on where the underlying funds are established.*** ***Art. 23(1a)***	Not applicable.
4.	***A description of the types of assets in which the AIF may invest, the investment techniques that the AIF, or the AIFM on behalf of the AIF, may employ and all associated risks.*** ***Art. 23(1a)***	Type of assets: The Master Fund shall invest in Real Property. The Feeder Fund shall solely invest in the Master Fund. Techniques: The techniques the Master Fund may employ are set out in the investment policy with respect to the Master Fund as set out in

		Clause 4 of the Master Terms & Conditions. The Feeder Fund does not apply such investment techniques. Risks: The investments of the Fund involve a high degree of business and financial risk that can result in substantial losses. The Fund's investment performance may be volatile, and investors could potentially lose all amounts invested. The main risks associated with an investment in the Fund are described in the Subscription Agreement.
5.	***Any applicable investment restrictions.*** ***Art. 23(1a)***	The Master Fund shall invest in Real Property in accordance with the Investment Objective. Further information on the applicable investment strategy, including restrictions, of the Fund is included in *inter alia* the Clauses 4.2 and 4.3 of the Master Terms & Conditions. The Feeder Fund shall solely invest in the Master Fund as set out in Cause 4 of the Feeder Terms & Conditions.
6.	***The circumstances in which the AIF may use leverage. The types and sources of leverage permitted and the associated risks. Any restrictions on the use of leverage and any collateral and asset reuse arrangements.*** ***Art. 23(1a)***	The Master Fund may attract debt financing for the co-financing of the Fund Assets. The targeted loan-to-value of the Master Fund is 50% of the intrinsic value (*intrinsieke waarde*) of the assets of the Fund. In addition, the Fund shall only borrow amounts on a short-term basis (i.e. for a period less than twelve months) as bridge financing in anticipation of future drawdowns. The assets of the Fund may be made subject to a pledge, mortgage, usufruct, charge, lien retention or other encumbrance of any nature as security for obligations incurred under the financing arrangements set out above. Further information on the use of leverage by the Master Fund is included in Clause 5 of the Master Terms & Conditions. The Feeder Fund may not borrow money or grant guarantees, which is further detailed in Clause 5 of the Feeder Terms & Conditions.
7.	***The maximum level of leverage which the AIFM is entitled to employ on behalf of the AIF.*** ***Art. 23(1a)***	The maximum level of leverage which the AIFM is entitled to employ on behalf of the Master Fund is 50% of the intrinsic value (*intrinsieke waarde*) of the assets of the Master Fund.

8.	***A description of the procedures by which the AIF may change its investment strategy or investment policy, or both.*** ***Art. 23(1b)***	The Terms & Conditions stipulate that amendments are only valid if made in writing and effected pursuant to a joint decision by the Managing Director and the Custodian. Further information on the procedure for amending the investment strategy or investment policy of the Master Fund is included in Clause 30 of the Master Terms & Conditions. Further information on the procedure for amending the investment strategy or investment policy of the Feeder Fund is included in Clause 27 of the Feeder Terms & Conditions.
9.	***A description of the main legal implications of the contractual relationship entered into for the purpose of investment, including information on jurisdiction, on the applicable law and on the existence or not of any legal instruments providing for the recognition and enforcement of judgments in the territory where the AIF is established.*** ***Art. 23(1c)***	The Fund investors will become participants in a Dutch fund for joint account (*fonds voor gemene rekening*), with the rights, duties and obligations as set out in the Terms & Conditions and the Subscription Agreement of the Fund. This applies to both the Master Fund and the Feeder Fund as both funds are a Dutch fund for joint account (*fonds voor gemene rekening*). The Fund Documents is governed by the laws of the Netherlands. Each Fund investor acknowledges that any disputes arising out of or in connection with the Fund Documents and any non-contractual obligations arising out of or in connection therewith shall be referred to and finally resolved by arbitration under the rules of the Netherlands Arbitration Institute. In the Netherlands, judgments of a foreign court or arbitration tribune cannot be enforced directly, unless it is on the basis of either a treaty, or EU law (applicable in The Netherlands). In this respect, there are two principal instruments, being the EU Execution regulation (**EEX**) and the Lugano Convention. On the basis of these instruments, judgments given in all EU Member States, Iceland, Norway and Switzerland are enforceable in the Netherlands with a leave given by the District Court (the preliminary relief judge). The applicant must provide the judge with a certified copy of the judgment, and a certificate of the court of origin, identifying the court and the parties to the judgment. The preliminary relief judge will not look into the (limited) grounds on which an application for enforcement can be denied, but only tests if all formalities have been met. The court is not allowed to review the case on the merits. In the absence of an applicable treaty with the Netherlands, a judgment rendered by a court in a country that has no treaty with the Netherlands will not be enforced by the courts in the

		Netherlands. In order to obtain a judgment which is enforceable in the Netherlands the claim must be relitigated before a competent Dutch court in accordance with Section 431 of the Dutch Code of Civil Procedure. A Dutch court will, under current practice, generally grant the same judgment without relitigation on the merits (a) if that judgment results from proceedings compatible with Dutch concepts of due process, (b) if that judgment does not contravene public policy (openbare orde) of the Netherlands and (c) the jurisdiction of the court that has rendered the original judgment has been based on an internationally acceptable ground.
10.	***The identity of the AIFM, the AIF's depositary, auditor and any other service providers and a description of their duties and the investors' rights*** ***Art. 23(1d)***	The AIFM will be Gilde Equity Management (GEM) Benelux Partners B.V. The AIFM will manage the Fund, and in particular will conduct portfolio and risk management functions and other tasks set forth in Annex I of the AIFMD. The agreement with the AIFM does not afford the Fund investors any rights.
		The AIFM will under the terms of a depositary agreement engage Vistra Depositary Services B.V. as depositary of the Fund (the **Depositary**). The Depositary shall be responsible for performing the duties of a depositary as set forth in section 21 AIFMD and the rules and regulations promulgated thereunder, as implemented in the Netherlands, among other things, ownership verification ensuring that the Fund's cash flows are properly monitored and that certain Fund-related procedures are implemented in accordance with the provisions of the Terms & Conditions and applicable laws. The Depositary intends to delegate none of its safekeeping duties. The Depositary shall only be liable towards the Fund or the Investors for a loss suffered by them as a result of the depositary's negligent or intentional failure to properly fulfil its obligations.
		The auditor of the Fund is Mazars, or any replacement thereof, (the **Auditor**). The Auditor is responsible for auditing the annual financial statements of the Fund. The agreements with the Auditors do not afford the Fund investors any rights.
		Other service providers may be engaged on behalf of the Fund from time to time. Any agreements with such service providers do not afford the Fund investors any rights.
11.	***A description of how the AIFM is***	In order to comply with article 9(7) of the AIFMD, the AIFM

	complying with the requirements of Article 9(7) of the AIFMD ***Art.23(1e)***	holds additional own funds within the meaning of article 9(7) (a) of the AIFMD.
12.	***A description of any delegated management function as referred to in Annex I by the AIFMD and of any safe-keeping function delegated by the depositary, the identity of each delegate and any conflicts of interest that may arise from such delegation.*** ***Art. 23(1f)***	The AIFM will delegate the valuation of investment properties held by the Fund or its subsidiaries to an independent appraiser, which will be an external valuer within the meaning of 19 sub 4 (a) AIFMD. The External Valuer has not been selected yet. The AIFM will inform investors of the identity of the external valuator and any conflicts of interest that may arise from such delegation as soon as the external valuator has been selected.
13.	***A description of the AIF's valuation procedure and of the pricing methodology for valuing assets, including the methods used in valuing any hard-to-value assets, in accordance with Article 19 of the AIFMD (Valuation).*** ***Art. 23(1g)***	In accordance with the Fund Documents, the investment properties held by the Fund or its subsidiaries are subject to a comprehensive valuation. Valuations will be performed once a year as of the end the calendar year by an external independent appraiser and each quarter on the basis of desk-top valuations by the Managing director and the GEM team. Valuations will be done in accordance with RICS standards, for example using the comparative value or discounted cash flow procedure, whereby a period of not more than one year may have expired since the previous comprehensive valuation. These valuations will be updated by the valuator at the request of GEM if this is required due to relevant changes on the basis of inter alia new market and property figures. For the avoidance of doubt, such an independent appraiser is a fully mandated external valuer in accordance with the AIFMD, and will provide a final valuation figure. The valuator will therefore be a formally delegated valuer. To further quality and transparency of the valuations, GEM will periodically (every 3-5 years) re-appoint the appraiser. Further information on the valuation procedure of the Master Fund is included in Clause 20 of the Master Terms & Conditions. Further information on the valuation procedure of the Feeder Fund is included in Clause 20 of the Feeder Terms & Conditions.
14.	***A description of the AIF's liquidity risk management, including the redemption rights***	Not applicable. The Fund is a closed-ended fund investing in primarily illiquid assets. Investors do not have the right to redeem their investment at

	both in normal and in exceptional circumstances, and the existing redemption arrangements with investors. ***Art. 23(1h)***	any time prior to liquidation of the Fund and may only request, subject to the discretion of the AIFM, to redeem their interests on an annual basis after a lock-in period of seven years. The AIFM shall use its commercially reasonable efforts to find existing or new investors who may subscribe to new interests in the Fund to substitute the interests that are requested to be redeemed pursuant to the redemption request. In case no acceptable substitute investors can be found (to be determined by the AIFM at its sole discretion), and for the avoidance of doubt, neither the AIFM nor the Fund is obliged to redeem any interests. As the redemption of interests is at the discretion of the AIFM and there is no requirement to grant a redemption request, it is not anticipated that the Fund will be subject to any material liquidity risk. Leverage shall be calculated in accordance with the methods and procedures as set out in article 6 to article 11 of the Commission's Delegated Regulation (EU) No 231/2013 of 19 December 2012 promulgated pursuant to the AIFMD.
15.	***A description of all fees, charges and expenses and of the maximum amounts thereof which are directly or indirectly borne by investors.*** ***Art. 23(1i)***	All fees, charges and expenses are included in the Fund Documents. Please be referred to Clause 8.3 and Clause 14 of the Master Terms & Conditions for a description of fees, charges and expenses and of the maximum amounts thereof which are (inter alia) directly or indirectly borne by investors in the Master Fund. Please be referred to Clause 8.3 and Clause 14 of the Feeder Terms & Conditions for a description of fees, charges and expenses and of the maximum amounts thereof which are (inter alia) directly or indirectly borne by investors in the Feeder Fund.
16.	***A description of how the AIFM ensures a fair treatment of investors and whenever an investor obtains preferential treatment or the right to obtain preferential treatment, a description of that preferential treatment, the type of investors who obtain such preferential treatment and, where relevant, their legal or economic links with***	To ensure fair treatment, all investors in the Fund invest on the terms of the Terms & Conditions. However, the AIFM may enter into side letters or side agreements with certain investors that have the effect of establishing rights under, or altering or supplementing the terms of, the Terms & Conditions. If the AIFM enters into any such side letter or other agreement with respect to the Fund with any Participant (other than an Affiliated Participant or the Original Participants) that establishes rights or benefits in favour of such Participant that

	the AIF or AIFM. ***Art. 23(1j)***	are more favourable in any material respect to such Participant than the rights and benefits established in favour of the other Participants, the AIFM will offer to those Participants that have made a Commitment that is equal or greater than the Commitment of the Participant to which such terms are offered the same rights or benefits except for any matters which address particular regulatory, corporate policy or tax constraints specifically applicable to such Participant. In connection with such offer the AIFM will provide a copy of all side letters or other agreements to such eligible Participants within 30 days after the relevant Subsequent Closing and each eligible Participant will have the opportunity to elect within 30 days after receipt thereof to receive such rights and benefits established by such side letter provisions or other agreements. We refer to Clause 29 of the Master Terms & Conditions and Clause 26 of the Feeder Terms & Conditions for more information on this. The AIFM may from time to time receive non-monetary benefits paid or provided to or by a third party or a person acting on behalf of a third party, such as gifts, invites to meetings and events and hospitality enjoyed during such events. The AIFM will handle such non-monetary benefits in accordance with its policies and procedures established in this respect, which are designed to ensure that such provision of the non-monetary benefit enhance the quality of the relevant service and not impair compliance with the AIFM's duty to act in the best interests of the Fund or the investors in the Fund. The AIFM commits to disclose further details at the request of the investor in the Fund and provided that it fulfils this commitment.
17.	***The latest annual report referred to in Article 22 of the AIFMD (Annual Report).*** ***Art. 23(1k)***	The Fund will be newly established when it accepts commitments from investors. As such, there is no annual report available.
18.	***The procedure and conditions for the issue and sale of units or shares.*** ***Art. 23(1l)***	Offers to subscribe for interests in the Fund can be made through providing the AIFM with a completed and executed Subscription Agreement. Offers to subscribe for interests in the Fund may be accepted at the discretion of the AIFM and will be subject to the completion of satisfactory client due diligence on the basis of the Act for the Prevention of Money Laundering and the Financing of Terrorism (*Wet ter voorkoming van witwassen en financiering van terrorisme*), the Dutch Sanctions Act 1977

		(*Sanctiewet 1977*) and the rules and regulations promulgated thereunder, or any similar anti-money laundering requirements. Prospective investors should carefully review this AIFMD Disclosure and the Fund Documents, and seek their own investment, legal and tax advice as to the suitability of an investment in the Fund. Investors wishing to acquire an interest in the Fund should submit a Subscription Agreement (and related information) in accordance with the instructions set out therein.
19.	***The latest net asset value of the AIF or the latest market price of the unit or share of the AIF, in accordance with Article 19 of the AIFMD (Valuation).*** ***Art. 23(1m)***	The Fund is newly established. As such, there is no net asset value of the AIF available.
20.	***Where available, the historical performance of the AIF.*** ***Art. 23(1n)***	The Fund is newly established. As such, there is no historical performance. Details on the performance of the Fund will be provided in the annual report of the Fund.
21.	***The identity of the prime broker. A description of any material arrangements of the AIF with its prime broker and the way any conflicts of interest in relation thereto are managed and the provision in the contract with the depositary on the possibility of transfer and reuse of AIF assets. Information about any transfer of liability to the prime broker that may exist.*** ***Art. 23(1o)***	Not applicable. The Fund has not appointed a prime broker.
22.	***A description of how and when the information required under paragraphs 4 and 5 of Article 23 will be disclosed.*** ***Art. 23(1p)***	The Annual Report will be provided to investors in the Fund. The Annual Report will include applicable information required under section 23 paragraphs 4 and 5 AIFMD, which includes: - with respect to the Fund: (a) the percentage of the Fund's assets which are subject to special arrangements arising from their illiquid

		nature; (b) any new arrangements for managing the liquidity of the Fund; (c) the current risk profile of the Fund and the risk management systems employed by the AIFM to manage those risks; and - in case the Fund employs leverage: (d) any changes to the maximum level of leverage which the AIFM may employ on behalf of the Fund as well as any right of the reuse of collateral or any guarantee granted under the leveraging arrangement; (e) the total amount of leverage employed by the Fund.
23.	***Any arrangement made by the depositary to contractually discharge itself of liability in accordance with Article 21(13).*** ***Art.23(2)***	The Fund shall not invest in financial instruments which can be held in custody within the meaning of article 21 sub 8 a) AIFMD. Accordingly, an arrangement made by the Depositary to contractually discharge itself of liability in accordance with Article 21(13) AIFMD will not be relevant, as this discharge is only relevant if the Fund invests in financial instruments which can be held in custody (which is not the case).

II. SUSTAINABLE FINANCE DISCLOSURE REGULATION

As of 10 March 2021, the new sustainable finance disclosure regulation (**SFDR**)[2] is effective and Gilde Equity Management (GEM) Benelux Partners B.V. (**GEM**) would like to inform you as follows in relation thereto. The SFDR stems from the European Commission's initiative to promote sustainable investment across the European Union and is part of the EU's 2018 Action Plan on Sustainable Finance.[3]

In order to comply with the SFDR, GEM has assessed the environmental, social and governance (**ESG**) related characteristics of Gemstone I (the **Master Fund**) and Gemstone I Feeder (the **Feeder Fund**, together with the Master Fund referred to as, the **Fund**) and makes the following disclosures in order to comply with the SFDR:

Integration of sustainability risks (article 6(1) (a) SFDR)

A sustainability risk means "*an environmental, social or governance event or condition that, if it occurs, could cause an actual or potential material negative impact on the value of the investment*".

Integration of sustainability risks in investment processes

GEM aims to integrate sustainability risk assessment in the investment decision-making and portfolio management process as further described below.

Due diligence

GEM conducts ESG (Environmental, Social, Governance factors) due diligence for each potential investment. Part of the due diligence that GEM carries out in the context of a potential investment is a technical investigation. This study also examines environmental aspects, such as: presence of asbestos, soil contamination and technical. Also, as part of the due diligence, investments are assessed that can be made to mitigate identified sustainability risks and the impact this has on the total investment return. For example, investments to comply with (future) legislation and regulations in the field of ESG.

Likely impact of sustainability risks on return (article 6(1) (b) SFDR)

Due to the broad and diversified nature of the investment portfolio of the Fund, GEM deems it unlikely that the negative impact of incorrectly assumed sustainability risks from one investment can affect the return of the full portfolio. Therefore, at present no sustainability risks have been identified in respect of the portfolio, however the impact of one or more sustainability risks may occur suddenly and if any of these risks transpire, there is a likelihood that the returns on such investments could be affected negatively. Investors should note that it

[2] Regulation (EU) 2019/2088

[3] We refer to the website of the European Commision for more background information: Renewed sustainable finance strategy and implementation of the action plan on financing sustainable growth | European Commission (europa.eu)

is difficult to assess with any reasonable certainty the likely outcome of any sustainability risk on investments and/or the risk of occurrence of any such risk.

Transparency of adverse sustainability impacts at entity level (article 7(2) SFDR)

GEM does not take into account the principle adverse impact of investment decisions on sustainability factors. The investments underlying this financial product do not take into account the EU criteria for environmentally sustainable economic activities. Given the size of the organisation of GEM, the disclosures as set forth in article 4 sub 1 (a) of the SFDR and the administrative burden in connection therewith would not be proportional.

In line with the above, the Fund does not promote environmental or social characteristics nor does it target sustainable investment as referred to in Articles 8 and 9 of the SFDR.

The disclosures as set out herein form an integral part of the Fund Documents in relation to the Fund as provided to you.