



## **Sovereign Wealth Reserve (SWR)**

A private investment fund solely operated, enabled, and supported by the finest of management, expertise, and outlook in the realms of finance and investment

### **CapB**

Public Disclosure  
Special Issue: Class D

# Sovereign Wealth Reserve, LP

## Summary of Terms & Initiative

The following Summary of Terms & Initiative sets out the principal terms related to an *actual* or *hypothetical* investment in the Sovereign Wealth Reserve, LP (the "*Partnership*"), an investment partnership formed to invest in a portfolio of conventional and alternative investments (the "*Portfolio Investment*"). Capitalized terms used herein but not defined herein have the meanings ascribed to such terms in the amended and restated limited partnership agreement of the Partnership.

**The Partnership:** Sovereign Wealth Reserve, LP, a Cayman Islands exempted limited partnership

**General Partner:** CapB, LLC, a Lebanese limited liability company

**Purpose:** The primary purpose of the Partnership is to provide a select group of investors with the opportunity to realize medium and long-term appreciation through adequate investments in the Portfolio Investment.

**Investment Commitment Amount:** Each Limited Partner will make a capital commitment with respect to the Partnership (the "*Investment Commitment Amount*").

**Capital Contributions:** All of each Limited Partner's Investment Commitment Amount, will be called by the General Partner and will be required to be made to the Partnership upon the admission of such Limited Partner.

**Fund Life:** Indefinite term, subject to the General Partner's discretionary right to permanently terminate or temporarily suspend all activities upon informing Limited Partners within six months of planned execution and/or application. Such requires the approval of a majority of Limited Partners and the General Partner through a vote that must be held within a two-week time frame upon decree.

**Management Fee:** 0.25% of Capital Contributions upon admission per year.

**Expenses:** The Partnership will be responsible for all expenses incurred by or on behalf of itself which are not reimbursed by entity or entities comprising the Portfolio Investment, including, but not limited to: legal and accounting fees and expenses; expenses associated with the Partnership's reports; the Partnership's tax returns; expenses of any litigation or indemnification; any taxes, fees or other governmental charges levied against the Partnership; and all costs incurred in connection with its organization and offering of the partnership interests ("*Partnership Expenses*").

**Distributions:** The General Partner may elect from time to time to make distributions to the Limited Partners, whether in the form of cash, Tokens or Securities, and the amount and timing of such distributions will be determined by the General Partner in its sole discretion. Immediately prior to any distribution in kind, the Deemed Gain or Deemed Loss of any Tokens or Securities, as applicable, distributed shall be allocated to the Capital Accounts of the Limited Partners, as Profit or Loss. Subject to the establishment of reasonable reserves for Partnership Expenses and actual or contingent liabilities, the entire amount available for distribution will be initially apportioned to the Limited

Partner (including the General Partner, as applicable) pro rata based upon the partnership interests held as an interim step in determining final distribution amounts (the "Interim Amounts"). Any Interim Amount apportioned to the General Partner will be distributed to the General Partner.

**Suitability:** Investors in the Partnership must be an "accredited investor" and meet other customary suitability requirements. The General Partner may decline to admit any investor in its sole discretion.

**Risk Factors:** An investment in the Partnership involves risks in addition to those associated with more conventional investment alternatives. Purchase of an interest in the Partnership is a non-speculative investment and is not intended as a complete investment program. An investment in the Partnership is designed only for investors who have adequate means of providing for their needs and contingencies without relying on distributions or withdrawals from their partnership interests, who are financially able to maintain their investment, and who can afford the loss of their investment. There can be no assurance that the partnership interests will achieve the investment objective, and investors may lose a substantial portion or all of their investment. Each investor acknowledges that such investor is not relying upon the Partnership, the General Partner, the Management Company nor or any of its General Partners, agents, advisers or affiliates, for investment advice, analysis or recommendations regarding the investment opportunity contemplated hereby. Any historical performance data of other funds provided to an investor represents past performance. Past performance does not guarantee future results. Current performance may be materially different than the historical performance data presented. The Partnership is not required by law to follow any standard methodology when calculating and representing historical performance data. Information about the investments in any portfolio presented to investors and calculation methodology will be provided upon request. The performance of the Partnership may not be directly comparable to the performance of any other past or private or registered funds or companies.

**Subscription Allocation:** Subscriptions to the Partnership's for partnership interests will be made by the General Partner at its sole discretion. If this offering is over-subscribed, the General Partner will allocate, at its sole discretion, the sale of the partnership interests.

**Transferability of Interests; No Withdrawal:** An investor may not assign, sell, exchange, pledge, hypothecate or otherwise transfer its interest in the Partnership without the consent of the General Partner (which consent may be given or withheld in its sole discretion). A Limited Partner may not withdraw an investment in the Partnership until the Partnership experiences a liquidity event, as determined by the General Partner.



**SWR**

# Special Inquiry

Phone: [+961-81-343-722](tel:+961-81-343-722)

Email: [info@capb.me](mailto:info@capb.me)

Website: [capb.me](http://capb.me)

*Free Enterprise*

**Bab Idriss, Beirut, Lebanon**

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