

EXHIBIT 4

February 21, 2001

EFG Capital International Corp.
777 Brickell Avenue
Suite 1150
Miami, Florida 33131

Re: LETTER OF UNDERSTANDING

Gentlemen:

This will confirm our non-exclusive agreement that EFG CAPITAL INTERNATIONAL CORP. a company incorporated and existing under the laws of the State of Delaware ("The AGENCY"), will make available to institutional and individual investors the sale of interests in certain Funds sponsored by FAIRFIELD GREENWICH LIMITED on the following terms and conditions:

The AGENCY will not make funds available to clients in jurisdictions where it is unlawful to do so. The AGENCY is not authorized to disseminate any information, or make any representation, inconsistent with the information provided in the offering memoranda of the FAIRFIELD GREENWICH LIMITED Funds. The AGENCY acknowledges it has reviewed the relevant memoranda of the FAIRFIELD GREENWICH LIMITED Funds and is familiar with its contents. The AGENCY shall conduct its activities in accordance with the terms and provisions of the offering memoranda.

FAIRFIELD GREENWICH LIMITED shall provide support and assistance to the AGENCY, as may be required in the AGENCY'S efforts to make the Funds of FAIRFIELD GREENWICH LIMITED available to its clients.

I. Compensation

With regard to subscriptions from the AGENCY or its clients, the following fees will be rebated to the AGENCY:

- Arlington International Ltd.: A Management Fee of 0.25% and a Performance Fee equal to 3% of net profits.
- Balboa Fund Limited: A Management Fee of 0.25% and a Performance Fee equal to 1.35% of net profits.
- Epsilon Global Active Value Fund Limited: A Management Fee of 0.25% and a Performance Fee equal to 1.5% of net profits.
- Gulfstream International Limited: Payable pursuant to the rebate schedule for Epsilon Global Value Fund Limited and Fairfield Sentry Limited in proportion to the respective allocations from Gulfstream International Fund Limited.
- NGA Fairfield Limited: A Management Fee of 0.25% p.a. and a Performance Fee equal to 1.67% of net profits.
- Fairfield Investment Fund Limited: A Management Fee of 1% and 20% of our fees on the underlying funds.

All definitional terms such as Management Fee and Performance Fee shall be consistent with the use of such terms in the offering memorandum of each fund.

The fees will be payable to the AGENCY by FAIRFIELD GREENWICH LIMITED within 30 days of their receipt by FAIRFIELD GREENWICH LIMITED. All payments to be executed by wire transfer as follows:

[Add wire instructions]

Northern Trust Bank NA
 ABA 066009650
 FAVOR: EFG Capital Int'l
 Acct # 1017085278

2. Term of Agreement

This Agreement is effective as of this date and will remain in effect until the later of (i) its termination by either party upon thirty (30) days written notice to the other or (ii) the date on which all investments maintained by clients shall have been redeemed.

3. Representation and Warranty

FAIRFIELD GREENWICH LIMITED and the AGENCY represent and warrant that each has the legal right, power and authority to enter into this Agreement and to perform the transactions contemplated hereby.

4. Entire Agreement

This Agreement contains the entire agreement between FAIRFIELD GREENWICH LIMITED and the AGENCY and supersedes all previous agreements between the parties concerning the subject matter hereof. No representations, inducements, promises or agreements, oral or otherwise, with respect to the subject matter of this Agreement that are not embodied or referred to herein shall have any force or effect.

5. Amendments

This Agreement may be amended, only by the written consent of both parties.

6. Notices

Notices under this Agreement shall be in writing and shall be sent by registered mail, return receipt requested, or by facsimile addressed as follows:

To: FAIRFIELD GREENWICH LIMITED Mr. Jeffrey Tucker
FAIRFIELD GREENWICH LIMITED
399 Park Avenue, 36th Floor
New York, New York 10022

To: EFG CAPITAL INTERNATIONAL CORP.
Mr. Victor M. Echevarria
EFG CAPITAL INTERNATIONAL CORP.
777 Brickell Avenue, Suite 1150
Miami, Florida 33131
Tel: (305) 530 3180
Fax: (305) 530 3199

7. Jurisdictions

This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of New York.

Kindly indicate your acceptance of the foregoing terms and conditions by signing and returning to FAIRFIELD GREENWICH LIMITED the attached duplicate of this agreement.

Sincerely,

FAIRFIELD GREENWICH LIMITED

By: Jeffrey Tucker
Jeffrey Tucker, Vice-President

Agreed to and accepted:

EFG CAPITAL INTERNATIONAL CORP.

By: Victor M. Echevarria
Victor M. Echevarria

EXHIBIT 5

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO. 10-20206-CIV-MARTINEZ/BROWN

LORRENE DA SILVA FERREIRA and
ARLETE DA SILVA FERREIRA,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

EFG CAPITAL INTERNATIONAL CORP.
and EFG BANK f/k/a EFG PRIVATE BANK
SA,

Defendants.

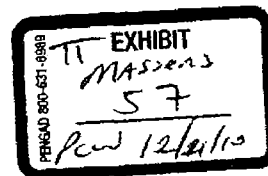
**EFG CAPITAL INTERNATIONAL CORP.'S AMENDED
RESPONSE TO PLAINTIFFS' FIRST SET OF INTERROGATORIES**

Defendant, EFG Capital International Corp. ("EFG Capital"), pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, serves this amended response to Plaintiffs' First Set of Interrogatories and states as follows.

GENERAL OBJECTIONS

The following general objections are hereby incorporated into each of the specific responses and objections set forth below:

1. The following responses and objections are based upon the facts, documents, and information presently known and available to EFG Capital. Discovery, investigation, and analysis are ongoing and may disclose the existence of additional facts, add meaning to known facts, and establish entirely new factual conclusions or legal contentions, or possibly lead to additions, variations, or changes to these responses.



2. EFG Capital expressly reserves the right, but undertakes no obligation, to supplement the response below to the extent that additional information (otherwise unavailable at the time of these responses) subsequently becomes available to EFG Capital.

3. EFG Capital objects to the Plaintiffs' requests to the extent they purport to impose obligations beyond those set forth in the Federal Rules of Civil Procedure.

4. The production of any information by EFG Capital is not an admission or denial of any fact nor of the truth or accuracy of any characterization of any kind.

5. EFG Capital's response below shall not be interpreted as supplying the complete foundation for all facts upon which EFG Capital may rely in this case.

6. EFG Capital gives the following responses subject to reservation of its rights to object to the introduction into evidence, in this or any other action, of any of the information contained herein or produced hereunder on any ground, including, but not limited to, relevancy, materiality, hearsay, and authenticity. EFG Capital makes these responses subject to the further reservation that such responses shall not waive its right to object to additional discovery in this case.

7. EFG Capital objects to each request to the extent that it seeks information protected from disclosure based on the attorney-client privilege, the attorney work product doctrine, the Federal Rules of Civil Procedure, or any other applicable privilege or substantive right, such as the right of privacy.

8. EFG Capital objects to the production of any information concerning internal self-evaluations performed by EFG Capital on the grounds that such information is privileged and protected from disclosure by the self-evaluative privilege.

9. EFG Capital objects to each request to the extent it seeks trade secrets or information containing commercially sensitive information relating to its business, internal policies, procedures, programs and/or guidelines. Information subject to this objection has been identified below and shall be produced only after the parties execute an appropriate Confidentiality Agreement.

10. EFG Capital objects to each request to the extent it seeks information contained in the personnel files or private, confidential information of any employee of EFG Capital without adequate protection. Information subject to this objection has been identified below and shall be produced only after the parties execute an appropriate Confidentiality Agreement and subject to other legal constraints -- e.g., the Gramm-Leach-Bliley Financial Modernization Act ("GLB"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), etc.

11. The foregoing General Objections are hereby incorporated by EFG Capital into its response to Plaintiffs' Interrogatories and into each and every amendment, supplement, or modification to this response hereinafter provided to the specific request propounded by Plaintiffs.

SPECIFIC RESPONSES AND OBJECTIONS

1. Identify the number of customers who purchased shares of Fairfield Sentry through you and owned some or all of those shares on December 11, 2008.

RESPONSE

Based on a good faith search of the information and records currently available in its archives, EFG Capital has identified 279 EFG Capital customers and EFG Bank customers who subscribed for shares of Fairfield Sentry through EFG Capital and held all or a portion of their shares on December 11, 2008.

2. Identify the names and addresses of each Person who purchased shares of Fairfield Sentry through EFG Capital and owned some or all of those shares on December 11, 2008.

RESPONSE

EFG Capital objects to this request to the extent that it seeks identifying information regarding individuals other than Lorrene da Silva Ferreira and Arlete da Silva Ferreira (hereinafter, "the Ferreriras") on the grounds that this request invades the privacy rights and interests of individuals who are not a party to this proceeding because a class has not yet been certified and, as such, those individuals are not a party to this proceeding. For the same reason, EFG Capital objects to this request on the grounds that it is over broad, unduly burdensome, and seeks irrelevant information.

EFG Capital further objects to this request on the grounds that is vague and ambiguous because customers did not purchase shares in Fairfield Sentry. Rather, EFG Capital subscribed for shares in Fairfield Sentry for the benefit of its customers.

3. For each Person identified in your answer to Interrogatory No. 1, identify the amount they had invested in Fairfield Sentry on December 11, 2008.

RESPONSE

Based on a good faith search of the information and records currently available in its archives, EFG Capital has prepared the attached spreadsheet listing the total net investment each customer identified in response to Interrogatory No. 1 (above) held in Fairfield Sentry on December 11, 2008. See Exhibit A, attached hereto.

4. Identify the total amount of commissions, fees or other remuneration you received from Fairfield Greenwich Group relating to investments made in Fairfield Sentry.

RESPONSE

Based on a good faith search of the information and records currently available in its archives, EFG Capital has determined that during the period of time from February 2000 through September 2008 (the period for which EFG Capital was able to locate records with relevant information) it received a total of \$2,680,687.70 in rebated fees from Fairfield Greenwich Limited relating to investments made in Fairfield Sentry by the 279 EFG Capital customers and EFG Bank customers who subscribed for shares of Fairfield Sentry through EFG Capital and held all or a portion of their shares on December 11, 2008.

The putative class in this case has been defined as "all customers of EFG Capital and/or EFG Bank who invested their assets in Fairfield Sentry and had not redeemed their interests in the Fund as of December 11, 2008." To the extent that this request purports to seek information relating to individuals who do not fall within the class definition -- e.g., EFG Capital customers who sold all of their Fairfield Sentry investment prior to December 11, 2008 -- EFG Capital objects to this request on the grounds that it is over broad, unduly burdensome, and seeks irrelevant information.

EFG Capital further objects to this request to the extent that it purports to seek information regarding Fairfield Sentry investments that were not purchased through EFG Capital. EFG Capital owed no duty to Plaintiffs with regard to any Fairfield Sentry investments Plaintiffs might have purchased through another firm. To the extent that Plaintiffs subsequently transferred those investments they purchased at another firm to EFG Capital, the commissions, fees, or other remuneration received by EFG Capital in connection with those transferred investments are not relevant to the issues in this case.

5. Identify the total amount of commissions, fees or other remuneration you received from Plaintiffs relating to investments made in Fairfield Sentry.

RESPONSE

Based on a good faith search of the information and records currently available in its archives, EFG Capital has determined that it received a total of \$900 in commissions from the Ferreriras relating to investments made in Fairfield Sentry. EFG Capital did not receive any other commissions, fees, or remuneration from the Ferreriras relating to investments made in Fairfield Sentry.

EFG Capital objects to this request to the extent that it purports to seek information relating to investments in Fairfield Sentry that were sold prior to December 11, 2008 on the grounds that this request is over broad, unduly burdensome, and seeks irrelevant information. The putative class in this case has been defined as "all customers of EFG Capital and/or EFG Bank who invested their assets in Fairfield Sentry and had not redeemed their interests in the Fund as of December 11, 2008." Complaint at ¶ 70. In seeking information regarding the total commissions, fees, or other remuneration EFG Capital received from Fairfield Greenwich Group relating to investments made in Fairfield Sentry, this request necessarily encompasses irrelevant information relating to individuals who do not fall within the class definition -- e.g., EFG Capital customers who sold their Fairfield Sentry investment prior to December 11, 2008.

EFG Capital further objects to this request to the extent that it purports to seek information regarding Fairfield Sentry investments that were not purchased through EFG Capital on the grounds that this request is over broad, unduly burdensome, and seeks irrelevant information. EFG Capital owed no duty to Plaintiffs with regard to any Fairfield Sentry investments Plaintiffs might have purchased through another firm. To the extent that Plaintiffs

subsequently transferred those investments they purchased at another firm to EFG Capital, the commissions, fees, or other remuneration received by EFG Capital in connection with those transferred investments are not relevant to the issues in this case.

6. Identify the total amount of commissions, fees or other remuneration you received from any Person(s) other than Plaintiffs relating to investments made in Fairfield Sentry.

RESPONSE

Based on a good faith search of the information and records currently available in its archives, EFG Capital has determined that it received a total of \$668,871.64 in commissions relating to investments made in Fairfield Sentry from the 279 EFG Capital customers and EFG Bank customers who subscribed for shares of Fairfield Sentry through EFG Capital and held all or a portion of their shares on December 11, 2008.

The putative class in this case has been defined as "all customers of EFG Capital and/or EFG Bank who invested their assets in Fairfield Sentry and had not redeemed their interests in the Fund as of December 11, 2008." To the extent that this request purports to seek information relating to individuals who do not fall within the class definition -- e.g., EFG Capital customers who sold all of their Fairfield Sentry investment prior to December 11, 2008 -- EFG Capital objects to this request on the grounds that it is over broad, unduly burdensome, and seeks irrelevant information.

EFG Capital further objects to this request to the extent that it purports to seek information regarding Fairfield Sentry investments that were not purchased through EFG Capital on the grounds that this request is over broad, unduly burdensome, and seeks irrelevant information: EFG Capital owed no duty to Plaintiffs with regard to any Fairfield Sentry investments Plaintiffs might have purchased through another firm. To the extent that Plaintiffs

subsequently transferred those investments they purchased at another firm to EFG Capital, the commissions, fees, or other remuneration received by EFG Capital in connection with those transferred investments are not relevant to the issues in this case.

7. Identify the total amount of commissions, fees or other remuneration you received from EFG Bank relating to investments made in Fairfield Sentry.

RESPONSE

Based on a good faith search of the information and records currently available in its archives, EFG Capital has determined that during the period of time from October 2002 through September 2008 (the period for which EFG Capital was able to locate records with relevant information) it received a total of \$977,539.44 from EFG Bank in shared custodial fees relating to investments made in Fairfield Sentry by the 279 EFG Capital customers and EFG Bank customers who subscribed for shares of Fairfield Sentry through EFG Capital and held all or a portion of their shares on December 11, 2008.

The putative class in this case has been defined as "all customers of EFG Capital and/or EFG Bank who invested their assets in Fairfield Sentry and had not redeemed their interests in the Fund as of December 11, 2008." To the extent that this request purports to seek information relating to individuals who do not fall within the class definition -- e.g., EFG Capital customers who sold all of their Fairfield Sentry investment prior to December 11, 2008 -- EFG Capital objects to this request on the grounds that it is over broad, unduly burdensome, and seeks irrelevant information.

EFG Capital further objects to this request to the extent that it purports to seek information regarding Fairfield Sentry investments that were not purchased through EFG Capital on the grounds that this request is over broad, unduly burdensome, and seeks irrelevant

information. EFG Capital owed no duty to Plaintiffs with regard to any Fairfield Sentry investments Plaintiffs might have purchased through another firm. To the extent that Plaintiffs subsequently transferred those investments they purchased at another firm to EFG Capital, the commissions, fees, or other remuneration received by EFG Capital in connection with those transferred investments are not relevant to the issues in this case.

8. Identify the total amount of commissions, fees or other remuneration you paid to EFG Bank relating to investments made in Fairfield Sentry.

RESPONSE

EFG Capital did not pay any commissions, fees, or other remuneration to EFG Bank relating to investments made in Fairfield Sentry.

9. Identify all efforts taken by EFG Capital to verify Fairfield Sentry's investment returns.

RESPONSE

Citco Fund Services (Europe) B.V., Fairfield Sentry's administrator, and PricewaterhouseCoopers, Fairfield Sentry's auditor, were responsible for verifying Fairfield Sentry's investment returns. Nevertheless, EFG Capital received and reviewed Fairfield Sentry's annual director's report and financial statements and had regular conversations with Fairfield Greenwich Limited, Fairfield Sentry's investment manager, regarding Fairfield Sentry. Additionally, beginning in or about September 2007, EFG Capital retained Greenwich Alternative Investments ("GAI"), a leading provider of global hedge fund research, to perform additional research and due diligence on Fairfield Sentry. Among other things, GAI maintained a database of the net asset values per month and returns per month of Fairfield Sentry. GAI used this information to calculate various performance analytics and to conduct a peer group analysis

of Fairfield Sentry by comparing Fairfield Sentry to a peer group of funds that employed the same or similar investment strategies.

10. Identify all efforts taken by EFG Capital to confirm the legitimacy of investments made by BMIS.

RESPONSE

Citco Fund Services (Europe) B.V., Fairfield Sentry's administrator, and PricewaterhouseCoopers, Fairfield Sentry's auditor, were responsible for confirming the legitimacy of the investments made by Fairfield Greenwich Limited, Fairfield Sentry's investment manager, for Fairfield Sentry's account custodied Citco Bank Nederland N.V. and Citgo Global Custody N.V. and sub-custodied at BMIS. Friebling & Horowitz, BMIS's custodian, and BMIS's regulators, were responsible for confirming the legitimacy of the investments made by BMIS. Nevertheless, EFG Capital received and reviewed Fairfield Sentry's annual director's report and financial statements and had regular conversations with Fairfield Greenwich Limited regarding Fairfield Sentry. Additionally, beginning in or about September 2007, EFG Capital retained GAI, a leading provider of global hedge fund research, to perform additional research and due diligence on Fairfield Sentry. Among other things, GAI maintained a database of the net asset values per month and returns per month of Fairfield Sentry. GAI used this information to calculate various performance analytics and to conduct a peer group analysis of Fairfield Sentry by comparing Fairfield Sentry to a peer group of funds that employed the same or similar investment strategies.

11. Identify all employees and agents of EFG Capital whose job duties included performing due diligence of Fairfield Sentry, Madoff, and/or BMIS.

RESPONSE

The job duties of the following employees and agents of EFG Capital included performing due diligence of Fairfield Sentry Madoff, and/or BMIS:

Michael Donnell, is a vice president of EFG Capital. Mr. Donnell's current office address is EFG Capital International Corp., 701 Brickell Avenue, 9th Floor, Miami, Florida 33131.

Leland Dart Montgomery, was EFG Capital's Compliance Officer until mid-2004. Mr. Montgomery is no longer employed by EFG Capital. His last known address is 4036 Annunciation St., New Orleans, LA 70115.

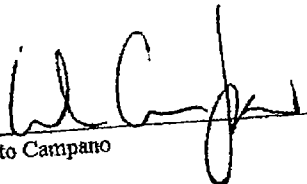
12. Identify the aggregate amount of money invested by your customers in Fairfield Sentry through you.

RESPONSE

Based on a good faith search of the information and records currently available in its archives, EFG Capital has determined that the customers identified in EFG Capital's response to Interrogatory No. 1 (above), had a total net total of \$43,407,760.74 invested in Fairfield Sentry on December 11, 2008.

EFG Capital objects to this request to the extent it purports to seek information relating to individuals other than those identified in EFG Capital's response to Interrogatory No. 1 (above) on the grounds that it is over broad, unduly burdensome, and seeks irrelevant information. The putative class in this case has been defined as "all customers of EFG Capital and/or EFG Bank who invested their assets in Fairfield Sentry and had not redeemed their interests in the Fund as of December 11, 2008." Complaint at ¶ 70. In seeking information regarding the aggregate amount of money invested by EFG Capital's customers in Fairfield Sentry through EFG Capital,

this request necessarily encompasses irrelevant information relating to individuals who do not fall within the class definition -- e.g., EFG Capital customers who sold their Fairfield Sentry investment prior to December 11, 2008.


Sixto Campano

STATE OF FL)
COUNTY OF Miami Dade) ss.:

The foregoing instrument was acknowledged before me this 10 day of December in the year 2010 by SIXTO CAMPANO, who is (personally known) to me or who has produced _____ as identification.

Notary: Diana Rivera
Print Name: Diana Rivera
Notary Public, State of FL
My commission expires: 10/19/2011



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing document is being served by e-mail and U.S. Mail this 10th day of December 2010 on all counsel of record identified on the attached Service List.

By: 
JON A. JACOBSON, ESQ.

SERVICE LIST

Lorrene Da Silva Ferreira and Arlete Da Silva Ferreira, etc., et al. v. EFG Capital
International Corp., et al.
Case No. 10-20206-Civ-Martinez/Brown
United States District Court, Southern District of Florida

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NY240,729,566.1 117444.011400

Fairfield Investors' Net Investment
in Fairfield Sentry on December 11, 2008

<u>Customer</u>	<u>Profit (Loss)</u>
Customer 277	(\$3,000,000.00)
Customer 23	(\$2,627,784.49)
Customer 149	(\$1,579,976.68)
Customer 151	(\$1,579,969.71)
Customer 56	(\$1,491,715.33)
Customer 91	(\$1,343,035.27)
Customer 99	(\$1,177,174.89)
Customer 104	(\$1,031,806.29)
Customer 126	(\$788,653.85)
Customer 95	(\$700,140.75)
Customer 243	(\$673,342.29)
Customer 51	(\$665,502.23)
Customer 200	(\$649,997.33)
Customer 55	(\$639,793.23)
Customer 90	(\$615,558.00)
Customer 63	(\$591,592.87)
Customer 249	(\$505,005.87)
Customer 245	(\$500,002.80)
Customer 34	(\$499,999.74)
Customer 43	(\$499,998.46)

Exhibit A

<u>Customer</u>	<u>Profit/(Loss)</u>
Customer 171	(\$474,416.55)
Customer 206	(\$460,011.20)
Customer 181	(\$454,943.64)
Customer 57	(\$444,266.46)
Customer 26	(\$435,595.32)
Customer 169	(\$400,000.03)
Customer 1	(\$399,999.92)
Customer 238	(\$399,997.43)
Customer 148	(\$399,782.09)
Customer 174	(\$394,341.38)
Customer 256	(\$369,999.52)
Customer 224	(\$350,010.25)
Customer 166	(\$350,001.08)
Customer 142	(\$322,197.69)
Customer 143	(\$322,197.69)
Customer 96	(\$321,039.24)
Customer 163	(\$280,003.72)
Customer 170	(\$274,999.99)
Customer 82	(\$267,507.09)
Customer 241	(\$250,010.28)
Customer 172	(\$250,004.16)
Customer 78	(\$250,002.30)
Customer 31	(\$249,991.35)

<u>Customer</u>	<u>Profit (Loss)</u>
Customer 121	(\$248,492.20)
Customer 27	(\$244,491.60)
Customer 125	(\$241,271.10)
Customer 66	(\$240,007.57)
Customer 234	(\$230,000.34)
Customer 50	(\$226,997.58)
Customer 255	(\$219,996.51)
Customer 130	(\$217,535.36)
Customer 145	(\$210,632.19)
Customer 133	(\$207,570.99)
Customer 28	(\$205,733.27)
Customer 182	(\$204,801.64)
Customer 253	(\$204,465.37)
Customer 242	(\$200,013.58)
Customer 220	(\$200,008.76)
Customer 247	(\$200,008.51)
Customer 173	(\$200,007.76)
Customer 123	(\$200,002.60)
Customer 140	(\$200,001.63)
Customer 167	(\$200,001.36)
Customer 236	(\$200,001.07)
Customer 175	(\$200,000.98)
Customer 135	(\$200,000.41)

<u>Customer</u>	<u>Profit/(Loss)</u>
Customer 134	(\$200,000.03)
Customer 235	(\$199,999.99)
Customer 252	(\$199,999.96)
Customer 81	(\$199,999.38)
Customer 233	(\$199,994.98)
Customer 65	(\$199,505.91)
Customer 20	(\$191,999.91)
Customer 179	(\$190,180.44)
Customer 86	(\$185,003.54)
Customer 144	(\$184,437.57)
Customer 49	(\$182,714.97)
Customer 122	(\$176,003.89)
Customer 215	(\$175,000.04)
Customer 248	(\$174,995.13)
Customer 161	(\$174,992.99)
Customer 153	(\$172,923.43)
Customer 195	(\$172,747.38)
Customer 44	(\$169,998.87)
Customer 162	(\$168,319.16)
Customer 207	(\$164,709.73)
Customer 25	(\$161,510.36)
Customer 54	(\$160,004.63)
Customer 14	(\$158,263.93)

<u>Customer</u>	<u>Profit/(Loss)</u>
Customer 40	(\$156,072.28)
Customer 222	(\$156,058.41)
Customer 223	(\$156,058.41)
Customer 150	(\$156,028.53)
Customer 24	(\$155,396.62)
Customer 107	(\$151,685.36)
Customer 139	(\$150,002.44)
Customer 88	(\$150,000.78)
Customer 48	(\$150,000.27)
Customer 33	(\$150,000.01)
Customer 17	(\$150,000.00)
Customer 197	(\$149,999.95)
Customer 127	(\$149,999.94)
Customer 89	(\$149,996.38)
Customer 13	(\$141,457.74)
Customer 226	(\$134,998.45)
Customer 229	(\$134,994.58)
Customer 219	(\$129,993.96)
Customer 102	(\$120,017.77)
Customer 251	(\$120,002.53)
Customer 98	(\$120,000.10)
Customer 35	(\$111,998.93)
Customer 159	(\$110,002.27)

<u>Customer</u>	<u>Profit/(Loss)</u>
Customer 250	(\$109,992.92)
Customer 189	(\$109,437.67)
Customer 177	(\$107,386.70)
Customer 240	(\$106,044.57)
Customer 218	(\$100,003.40)
Customer 18	(\$100,002.03)
Customer 80	(\$100,001.95)
Customer 204	(\$100,001.30)
Customer 227	(\$100,001.26)
Customer 246	(\$100,000.44)
Customer 42	(\$100,000.32)
Customer 7	(\$100,000.09)
Customer 3	(\$100,000.07)
Customer 4	(\$100,000.07)
Customer 2	(\$100,000.06)
Customer 137	(\$100,000.05)
Customer 131	(\$100,000.03)
Customer 210	(\$99,999.99)
Customer 152	(\$99,999.99)
Customer 6	(\$99,999.98)
Customer 8	(\$99,999.96)
Customer 9	(\$99,999.96)
Customer 128	(\$99,999.96)

<u>Customer</u>	<u>Profit/(Loss)</u>
Customer 71	(\$99,999.96)
Customer 165	(\$99,999.95)
Customer 52	(\$99,999.91)
Customer 254	(\$99,999.86)
Customer 45	(\$99,999.32)
Customer 188	(\$99,991.50)
Customer 22	(\$95,611.51)
Customer 100	(\$95,036.50)
Customer 79	(\$94,996.80)
Customer 60	(\$94,989.35)
Customer 117	(\$93,218.88)
Customer 119	(\$91,499.92)
Customer 84	(\$89,996.78)
Customer 160	(\$89,908.58)
Customer 77	(\$89,658.71)
Customer 176	(\$88,227.29)
Customer 16	(\$87,811.34)
Customer 192	(\$86,956.99)
Customer 237	(\$85,530.09)
Customer 115	(\$84,675.53)
Customer 62	(\$79,998.52)
Customer 87	(\$78,546.74)
Customer 209	(\$78,308.34)

<u>Customer</u>	<u>Profit/(Loss)</u>
Customer 101	(\$78,071.96)
Customer 198	(\$75,599.73)
Customer 225	(\$75,529.31)
Customer 39	(\$75,289.91)
Customer 19	(\$75,043.19)
Customer 231	(\$75,003.46)
Customer 132	(\$75,000.07)
Customer 184	(\$74,999.84)
Customer 41	(\$74,999.46)
Customer 244	(\$74,369.18)
Customer 116	(\$71,590.68)
Customer 113	(\$70,676.16)
Customer 136	(\$67,535.45)
Customer 59	(\$65,999.33)
Customer 21	(\$65,735.87)
Customer 93	(\$61,999.29)
Customer 94	(\$61,999.29)
Customer 92	(\$61,999.29)
Customer 228	(\$60,407.77)
Customer 191	(\$60,106.73)
Customer 257	(\$60,000.04)
Customer 114	(\$59,994.98)
Customer 70	(\$59,941.02)

<u>Customer</u>	<u>Profit/(Loss)</u>
Customer 129	(\$59,400.00)
Customer 208	(\$59,109.57)
Customer 190	(\$58,894.55)
Customer 230	(\$53,006.64)
Customer 164	(\$50,004.88)
Customer 155	(\$50,001.66)
Customer 168	(\$50,000.42)
Customer 106	(\$50,000.14)
Customer 185	(\$50,000.05)
Customer 138	(\$50,000.05)
Customer 156	(\$50,000.05)
Customer 158	(\$50,000.03)
Customer 211	(\$50,000.03)
Customer 5	(\$50,000.02)
Customer 10	(\$49,999.98)
Customer 214	(\$49,999.95)
Customer 212	(\$49,999.94)
Customer 213	(\$49,999.94)
Customer 205	(\$49,999.17)
Customer 196	(\$49,998.46)
Customer 75	(\$49,996.15)
Customer 221	(\$49,994.80)
Customer 32	(\$49,994.13)

<u>Customer</u>	<u>Profit(Loss)</u>
Customer 120	(\$49,498.69)
Customer 118	(\$47,799.86)
Customer 47	(\$46,131.60)
Customer 187	(\$45,637.70)
Customer 146	(\$45,000.08)
Customer 154	(\$44,993.29)
Customer 203	(\$43,623.55)
Customer 36	(\$43,020.57)
Customer 108	(\$42,700.44)
Customer 111	(\$42,001.81)
Customer 112	(\$40,000.20)
Customer 141	(\$40,000.04)
Customer 67	(\$39,999.99)
Customer 83	(\$39,994.28)
Customer 97	(\$39,487.95)
Customer 147	(\$38,777.36)
Customer 232	(\$38,555.83)
Customer 239	(\$35,419.91)
Customer 109	(\$35,133.92)
Customer 69	(\$35,071.61)
Customer 61	(\$34,996.43)
Customer 72	(\$34,000.00)
Customer 37	(\$32,221.26)

<u>Customer</u>	<u>Profit/(Loss)</u>
Customer 64	(\$30,004.79)
Customer 217	(\$30,000.02)
Customer 11	(\$29,999.98)
Customer 186	(\$29,999.97)
Customer 12	(\$29,999.16)
Customer 157	(\$25,000.02)
Customer 58	(\$25,000.00)
Customer 216	(\$24,999.95)
Customer 199	(\$24,998.98)
Customer 73	(\$24,996.78)
Customer 194	(\$23,541.15)
Customer 68	(\$23,002.80)
Customer 76	(\$21,815.45)
Customer 201	(\$21,768.77)
Customer 110	(\$20,000.07)
Customer 29	(\$20,000.02)
Customer 124	(\$19,999.95)
Customer 178	(\$19,204.16)
Customer 74	(\$18,593.21)
Customer 103	(\$17,277.49)
Customer 105	(\$15,401.74)
Customer 183	(\$14,999.82)
Customer 46	(\$13,453.53)

<u>Customer</u>	<u>Profit (Loss)</u>
Customer 15	(\$13,082.98)
Customer 85	(\$12,499.34)
Customer 193	(\$11,612.03)
Customer 30	(\$10,486.84)
Customer 180	(\$9,800.88)
Customer 202	(\$9,553.99)
Customer 53	(\$7,037.20)
Customer 38	(\$4,480.08)
Customer 278	\$0.00
Customer 279	\$0.00
Customer 258	\$11,031.78
Customer 270	\$14,999.97
Customer 267	\$17,194.02
Customer 268	\$22,294.46
Customer 272	\$31,520.04
Customer 274	\$54,999.83
Customer 273	\$94,760.50
Customer 262	\$96,581.95
Customer 271	\$123,484.95
Customer 275	\$158,007.45
Customer 259	\$170,468.79
Customer 265	\$284,584.48
Customer 264	\$289,848.12

<u>Customer</u>	<u>Profit/(Loss)</u>
Customer 263	\$303,927.07
Customer 266	\$332,291.64
Customer 260	\$402,449.14
Customer 269	\$470,018.83
Customer 261	\$1,306,382.21
Customer 276	\$2,746,682.12

NY 240,725,000v1 11-15-10


EXHIBIT 6


From: DE LA ESPRIELLA, Arturo <arturo.delaespriella@efgcapital.com>
Sent: Wednesday, March 7, 2007 5:02 PM
To: DONNELL, Michael <michael.donnell@efgcapital.com>
Subject:
Attach: Miami Approved January 2007.pdf; Latest Delisted HFN.pdf


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MIAMI APPROVED LIST JANUARY 2007

INVESTMENT MASTER NAME
ABACO FEEDER FUND EURO CLASS
ALPHANUMERIC FUND
AP HEDGED COMMODITY FUND
ARGENT LOWLEV CONVERTIBLE ARBITRAGE
ARLINGTON INTERNATIONAL FUND
CHESTER GLOBAL STRATEGY FUND
CREDIT SUISSE ABSOLUTE FUND
DORIC FOCUS FUND
EDISON FUND LIMITED
EFG FOCUS HIGH PERFORMANCE FUND
EFG HEALTHCARE LONG SHORT EQUITY LTD CLASS A1
EFG NAVIGATOR LOW VOLATILITY
EFG NAVIGATOR MEDIUM VOLATILITY
EFG VIKING FUND
ELITE PERFORMANCE ARGENT LOW LEVEL COVERTIBLE ARBITRAGE
ELITE PERFORMANCE LONG SHORT EQUITIES (OMEGA)
FAIRFAX FUND LTD CLASS A
FAIRFIELD REDSTONE FUND, LTD
FAIRFIELD RENAISSANCE OFFSHORE LTD FUND
FAIRFIELD SENTRY
FORUM ABSOLUTE RETURN FUND
ILEX CREDIT FUND FEEDER
IRONAGATE
JOLLY ROGER OFFSHORE FUND LTD
KROS SPECTRUM FUND
LAURUS FUND
LION FUND
LUMINIS ENERGY PARTNERS
NEW CASTLE OFFSHORE FUND
PERMAL EUROPEAN HOLDINGS
PERMAL FIXED INCOME HOLDINGS
PERMAL FIXED INCOME SPECIAL OPPORTUNITIES
PERMAL FX FINANCIAL & FUTURES
PERMAL GLOBAL OPPORTUNITY FUND
PERMAL INVESTMENT HOLDINGS
PERMAL JAPAN HOLDINGS
PERMAL NATURAL RESOURCES
POLAR CAPITAL JAPAN ABSOLUTE RETURN FUND
POLAR CAPITAL MARKET NEUTRAL ABSOLUTE RETURN FUND
QUEST TRADING MANAGERS CLASS C
RAMIUS FUND LTD
VR DISTRESSED ASSETS FUND
WEST SIDE OFFSHORE PARTNERS
WINTON FUTURES FUND

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From: Schonbachler Jerome <jerome.schonbachler@efggroup.com>
Sent: Tuesday, August 16, 2005 11:30 AM
To: DONNELL Michael <MDonnell@EFGCapitalMiami.COM>
Subject: RE: Fairfield Sentry
Attach: Ongoing 28_07_05.doc

Dear Mikael,

Thank you very much, I add the last ongoing report whcihc clearly mentions the risks. Please see if you may want to rephrase the different points.

I understand that you are very busy and we will discuss the proposal later. We create portfolios, the cro charges 1.5%, he/she gets 0.75% and we split the other 0.75% between you and us.

On Sentry, you may want to check with Sixto and Victor as I know Lonnie and/or S Latsis asked somebody in Miami many years ago to have a full due diligence.

See you soon.

Jerome

From: DONNELL Michael
Sent: Tuesday, August 16, 2005 2:57 PM
To: Schonbachler Jerome
Subject: RE: Fairfield Sentry

Dear Jerome,

I will send you what we have on Sentry – at that time, a formal due diligence report was not prepared. I wrote one in March and also have aassembled some of the relevant original work papers.

On another note, at the end of July DKR Funds were delisted from HFN Recommended List for poor performance / operational & manager risk. We have 8 CRO's with a total of 42 positions across the 3 funds. Do you have a write-up on DKR which I can use to put together a letter that the CRO's have requested to forward to clients?

I spoke to Sixto briefly about your proposal – then DLFA merger, Bahamas KYC and IPO presentation hit. He said we will talk about it upon his return next week. He asked for a memo outlining the terms – basically I said Michael, you and I would split up the Managers on the Recommended list and cover them using shared templates, reporting standards and a database in invision. We would then share the 75 bps. The only question I have is what is the source of the 75 bps? Is it in the case of an advisory account or does GIS get some part of the fees when a CRO makes an investment in a Recommended Fund?

I will get back to you on this on Monday.

Also, has Chester / Irongate been reviewed by Credit and how about Jolly Roger Fund?

Thanks.

-----Original Message-----

From: Schonbachler Jerome
Sent: Tuesday, August 16, 2005 4:37 AM
To: DONNELL Michael
Cc: CAMPANO, Sixto; Baldin Olivier

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Subject: Fairfield Sentry

Dear Michael,

As you may know, we really on the due diligence of Miami re: Fairfield Sentry. I understand the due diligence was done by Marcelo few years ago.

We would like to have a copy of this due diligence in order to clean up our files on Madoff. Do you think you could send it to us by email?

Thankyou very much and have a nice day.

Best,
Jerome

PS: did you have time to discuss my proposal with Sixto?

Jerome Schonbachler
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Alternative Investment Head

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