

Name: \_\_\_\_\_

Copy No.: \_\_\_\_\_

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**ARGONAUT 2000 PARTNERS, L.P.**

*A Delaware Limited Partnership*

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SUPPLEMENT

Dated January 1, 2019 to

PRIVATE PLACEMENT MEMORANDUM

Dated January 1, 2019, as amended

**CLASS A**

Limited Partnership Interests

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General Partner:           MILLENNIUM ASSET MANAGEMENT, L.L.C.

This supplement (“Supplement”) corresponds to the Private Placement Memorandum of **ARGONAUT 2000 PARTNERS, L.P.** (the “Partnership”), dated September 2013, as amended, (the “Memorandum”) and relates to an offering of limited partnership interests (the “Interests”) in a designated class of the Partnership (“Class A,” and each Interests therein, a “Series B Interest”) and amends the Memorandum as specified herein. Any information in the Memorandum that applies to a designated class of the Partnership and the Interests shall continue to apply subject to the express amendments in this Supplement.

The Memorandum is an integral part of, and should be reviewed together with this Supplement. The Memorandum and any exhibits thereto will be deemed amended, superseded, and/or supplemented by this Supplement with respect to the holders of Series B only. Accordingly, the information and terms set forth in this Supplement will be controlling with respect to Series B in the event of any conflict with the terms or information set forth in the Memorandum

**THIS SUPPLEMENT IS SUBMITTED TO YOU ON A CONFIDENTIAL BASIS SOLELY IN CONNECTION WITH YOUR CONSIDERATION OF AN INVESTMENT IN SERIES B OF ARGONAUT 2000 PARTNERS, L.P. BECAUSE OF THE CONFIDENTIAL NATURE OF THIS SUPPLEMENT, ITS USE FOR ANY OTHER PURPOSE MIGHT INVOLVE SERIOUS LEGAL CONSEQUENCES. IT MAY NOT BE REPRODUCED IN WHOLE OR IN PART, AND IT MAY NOT BE DELIVERED TO ANY PERSON WITHOUT THE PRIOR WRITTEN CONSENT OF MILLENNIUM ASSET MANAGEMENT, L.L.C.**

## GENERAL NOTICES

THIS SUPPLEMENT SHOULD BE READ IN CONJUNCTION WITH THE MEMORANDUM WHICH PROVIDE MORE DETAILED INFORMATION REGARDING THE PARTNERSHIP AND THE CLASS, AND WHICH SHOULD BE READ IN ITS ENTIRETY. ALL CAPITALIZED TERMS USED HEREIN BUT NOT OTHERWISE DEFINED WILL HAVE THE MEANING SET FORTH IN THE MEMORANDUM. THE INFORMATION AND TERMS SET FORTH IN THIS SUPPLEMENT WILL BE CONTROLLING WITH RESPECT TO CLASS A IN THE EVENT OF ANY CONFLICT WITH THE TERMS OR INFORMATION SET FORTH IN THE MEMORANDUM.

EACH CLASS MAY HAVE SEPARATE RIGHTS, POWERS AND DUTIES WITH RESPECT TO SPECIFIED PROPERTY OR OBLIGATIONS OF THE PARTNERSHIP, OR PROFITS AND LOSSES ASSOCIATED WITH SPECIFIED PROPERTY OR OBLIGATIONS; AND EACH CLASS MAY HAVE A SEPARATE BUSINESS PURPOSES OR INVESTMENT OBJECTIVE.

THIS SUPPLEMENT HAS NOT BEEN FILED WITH OR REVIEWED BY THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR ANY OTHER FEDERAL OR STATE AGENCY. NEITHER THE SEC NOR ANY STATE OR FEDERAL AGENCY HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS SUPPLEMENT OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THE INTERESTS OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), BECAUSE THEY WILL BE OFFERED ONLY TO A LIMITED NUMBER OF QUALIFIED INVESTORS. IT IS ANTICIPATED THAT THE INTERESTS WILL BE EXEMPT FROM THE REGISTRATION PROVISIONS OF THE SECURITIES ACT PURSUANT TO SECTION 4(2) THEREOF. EACH INVESTOR IN THE PARTNERSHIP MUST BE AN "*ACCREDITED INVESTOR*", AS THAT TERM IS DEFINED IN REGULATION D UNDER THE SECURITIES ACT AND "*QUALIFIED CLIENT*", AS THAT TERM IS DEFINED IN PARAGRAPH (D) OF RULE 205-3 UNDER THE INVESTMENT ADVISORS ACT OF 1940, AS AMENDED (THE "ADVISORS ACT").

THERE WILL BE NO PUBLIC OFFERING OF CLASS A INTERESTS. THIS SUPPLEMENT DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY JURISDICTION IN WHICH AN OFFER OR SOLICITATION IS NOT AUTHORIZED. IN ADDITION, THIS SUPPLEMENT CONSTITUTES AN OFFER ONLY IF A NAME AND MEMORANDUM IDENTIFICATION NUMBER APPEAR IN THE APPROPRIATE SPACE ON THE COVER PAGE HERETO.

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND ARE INTENDED OR SHOULD BE INFERRED WITH RESPECT TO THE ECONOMIC RETURN OR THE TAX CONSEQUENCES RESULTING FROM AN INVESTMENT IN CLASS A INTERESTS. NO ASSURANCE CAN BE GIVEN THAT EXISTING LAWS WILL NOT BE CHANGED OR INTERPRETED ADVERSELY. PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THIS SUPPLEMENT AS LEGAL OR TAX ADVICE. EACH INVESTOR SHOULD CONSULT ITS OWN COUNSEL AND ACCOUNTANT FOR ADVICE CONCERNING THE VARIOUS LEGAL, TAX AND ECONOMIC MATTERS RELATED TO ITS INVESTMENT IN CLASS A INTERESTS. EACH INVESTOR IS RESPONSIBLE FOR THE FEES AND EXPENSES OF ITS PERSONAL COUNSEL, ACCOUNTANTS AND OTHER ADVISORS.

NO OFFERING LITERATURE OR ADVERTISING IN ANY FORM SHALL BE EMPLOYED IN THE OFFERING OF THE CLASS A INTERESTS DESCRIBED HEREIN EXCEPT FOR THIS SUPPLEMENT, THE MEMORANDUM AND OTHER MATERIAL TO BE PROVIDED BY THE GENERAL PARTNER. NO PERSONS OTHER THAN THE GENERAL PARTNER HAVE BEEN

AUTHORIZED TO MAKE REPRESENTATIONS OR GIVE ANY INFORMATION WITH RESPECT TO THE INTERESTS, AND ANY INFORMATION OR REPRESENTATION NOT CONTAINED HEREIN OR OTHERWISE SUPPLIED BY THE GENERAL PARTNER MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE PARTNERSHIP OR ANY OF ITS LIMITED PARTNERS. ANY DISTRIBUTION OR REPRODUCTION OF THIS SUPPLEMENT, IN WHOLE OR IN PART, OR THE DIVULGENCE OF ANY OF ITS CONTENTS IS PROHIBITED.

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PARTNERSHIP AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE CLASS A INTERESTS HAVE NOT BEEN RECOMMENDED BY ANY U.S. FEDERAL OR STATE SECURITIES COMMISSION OR ANY U.S. OR NON-U.S. REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS SUPPLEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE PARTNERSHIP SHALL MAKE AVAILABLE TO EACH INVESTOR OR ITS REPRESENTATIVE, DURING THIS OFFERING AND PRIOR TO THE SALE OF ANY CLASS A INTERESTS, THE OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM A PERSON AUTHORIZED TO ACT ON BEHALF OF THE PARTNERSHIP CONCERNING ANY ASPECT OF THE PARTNERSHIP AND ITS PROPOSED BUSINESS AND TO OBTAIN ANY ADDITIONAL INFORMATION TO THE EXTENT THE PARTNERSHIP POSSESSES SUCH INFORMATION. A PROSPECTIVE INVESTOR SHOULD NOT SUBSCRIBE FOR A CLASS A INTEREST UNLESS SATISFIED THAT ITS AND/OR ITS REPRESENTATIVE HAVE ASKED FOR AND RECEIVED ALL INFORMATION THAT WOULD ENABLE THEM TO EVALUATE THE MERITS AND RISKS OF THE PROPOSED INVESTMENT.

THE INTERESTS OFFERED PURSUANT TO THIS SUPPLEMENT ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND THE APPLICABLE STATE SECURITIES LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM, AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE REQUIREMENTS AND CONDITIONS SET FORTH IN THIS SUPPLEMENT, THE MEMORANDUM AND IN THE LIMITED PARTNERSHIP AGREEMENT OF THE PARTNERSHIP, AS IT MAY BE AMENDED AND RESTATED FROM TIME TO TIME. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

IN THIS SUPPLEMENT (1) "BUSINESS DAY" MEANS ANY DAY OTHER THAN SATURDAY OR SUNDAY ON WHICH BANKS ARE OPEN FOR BUSINESS IN NEW YORK CITY AND/OR SUCH DAY OR DAYS AS THE GENERAL PARTNER MAY FROM TIME TO TIME DETERMINE AND (2) "DOLLARS" OR "\$" MEANS U.S. DOLLARS.

#### **INVESTMENTS BY TAX-EXEMPT INVESTORS:**

IN ADDITION TO THE FOREGOING, AN INVESTOR THAT IS SUBJECT TO THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), OR THAT IS AN EDUCATIONAL INSTITUTION OR OTHER ENTITY EXEMPT FROM TAXATION UNDER SECTION 501 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), IS URGED TO CONSULT WITH ITS LEGAL, FINANCIAL AND TAX ADVISORS CONCERNING CERTAIN CONSIDERATIONS APPLICABLE TO MAKING AN INVESTMENT IN THE

PARTNERSHIP. SEE IN THE MEMORANDUM “*APPENDIX B - TAXATION*” AND “*ERISA AND APPENDIX C – ERISA CONSIDERATIONS.*”

NO ASSETS OF ANY ERISA PLAN OR QUALIFIED PLAN (AS DEFINED IN “*APPENDIX C – ERISA CONSIDERATIONS*”) MAY BE USED TO PURCHASE SERIES A INTERESTS IF THE GENERAL PARTNER OR ANY OF ITS AFFILIATES (I) HAS INVESTMENT DISCRETION WITH RESPECT TO SUCH ASSETS OF THE ERISA OR QUALIFIED PLAN’S ASSETS OR (II) REGULARLY GIVES INDIVIDUALIZED INVESTMENT ADVICE THAT SERVES AS THE PRIMARY BASIS FOR THE INVESTMENT DECISIONS MADE WITH RESPECT TO SUCH ASSETS.

**SPECIAL NOTICE TO FLORIDA PROSPECTIVE INVESTORS:**

THE FOLLOWING NOTICE IS PROVIDED TO SATISFY THE NOTIFICATION REQUIREMENT SET FORTH IN SUBSECTION 11 (A)(5) OF SECTION 517.061 OF THE FLORIDA STATUTES, 1987, AS AMENDED:

IF THE PROSPECTIVE INVESTOR IS NOT A BANK, A TRUST COMPANY, A SAVINGS INSTITUTION, AN INSURANCE COMPANY, A DEALER, AN INVESTMENT COMPANY AS DEFINED IN THE ICA, A PENSION OR PROFIT-SHARING TRUST, OR A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE 1933 ACT), THE PROSPECTIVE INVESTOR ACKNOWLEDGES THAT ANY SALE OF AN INTEREST TO THE PROSPECTIVE INVESTOR IS VOIDABLE BY THE PROSPECTIVE INVESTOR EITHER WITHIN THREE (3) DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY THE PROSPECTIVE INVESTOR TO THE PARTNERSHIP, OR AN AGENT OF THE PARTNERSHIP, OR WITHIN THREE (3) DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO THE PROSPECTIVE INVESTOR, WHICHEVER OCCURS LATER.

**ARGONAUT 2000 PARTNERS, LLC**

**CLASS A**

**Limited Partnership Interests**

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**AN INVESTMENT IN CLASS A INTERESTS OF THE PARTNERSHIP IS SPECULATIVE, INVOLVES A HIGH DEGREE OF RISK AND IS SUITABLE ONLY FOR A LIMITED PORTION OF THE RISK SEGMENT OF AN INVESTOR'S PORTFOLIO. NO INVESTOR SHOULD, IN ANY EVENT, CONSIDER INVESTING ANY AMOUNT IN CLASS A OF THE PARTNERSHIP THAT SUCH INVESTOR CANNOT AFFORD TO LOSE**

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**ARGONAUT 2000 PARTNERS, L.P.**

**SUPPLEMENTAL TERMS  
RELATING TO THE OFFERING OF  
CLASS A LIMITED PARTNERSHIP INTERESTS**

*The following supplemental terms supplement or replace, with respect to Class A Interests, the Interests, and the terms governing the Interests of the Partnership, as set forth in the Memorandum. The terms and information set forth in this Supplement will be controlling with respect to the Class A Interests in the event of any conflict with the terms or information set forth in the Memorandum. All capitalized terms used herein but not otherwise defined have the meaning set forth in the Memorandum.*

**General**

The Partnership has established a separate class of partnership interests (the “Class A Interests”) to provide holders thereof that will make minimum investments of at least \$250,000 U.S. Dollars ( \$250,000 ) in the Partnership and retain such investments for periods of at least three (3) years (the “Class A Limited Partners”) with rights to participate in the management and performance compensation paid and/or allocated by the Limited Partners to the General Partner.

The only differences between the Class A Interests and the ordinary Interests are those set forth in this Supplement.

**Minimum Investment**

Subscriptions for Class A Interests may be accepted as of the first day of each month (or at other times in the General Partner’s discretion), subject to the receipt of cleared funds on or before the acceptance date.

The minimum investment for a subscription for Class A Interests is \$250,000 U.S. Dollars ( \$250,000 ) (the “Class A Minimum Investment”). The entire Class A Minimum Investment must be contributed by a Class A Limited Partner at the date of subscription. The General Partner, in its sole discretion, may increase the required Class A Minimum Investment for a subscription for Class A Interests at any time, and for any reason or for no reason.

**Lock-Up Period; Limitation on Withdrawals**

Each Class A Limited Partner is required hold their Class A Minimum Investment in the Partnership for a period of at least three (3) years following the date of subscription (the “Lock-Up Period”).

The Class A Limited Partners may subscribe for additional Class A Interests; *provided, however*, that (i) any additional investment for such additional Class A Interests will be determined by the General Partner, in its sole discretion, and (ii) such additional investment will be subject to a Lock-Up Period following the date of the subscription for such additional Class A Interests.

A Class A Limited Partner is permitted to make withdrawals (other than Special Situation Investments) as of each March 31, June 30, September 30 and December 31 (each such date a “Quarterly Withdrawal Date”) beginning on the first Quarterly Withdrawal Date following the applicable Lock-up Period.

A Class A Limited Partner may elect to withdraw all or part of its Class A Interests (other than Special Situation Investments) prior to the expiration of the Lock-Up Period, and such withdrawal will be subject to a fee in the amount of five percent (5%) of the withdrawal proceeds otherwise payable in respect of such withdrawal ( "waived" ). At the General Partner's sole discretion, the Early Withdrawal Fee will be either deducted from the withdrawal proceeds or paid by the Limited Partner to the Partnership.

### **Class A Limited Partner Participation of General Partner Compensation**

For each \$250,000 U.S. Dollar ( \$250,000 ) investment made for Class A Interests, a Class A Limited Partner will be entitled to receive one percent (1%) of the management and performance compensation paid and/or allocated by the Limited Partners pursuant to the Limited Partnership Agreement to the General Partner (the "Class A Participation").

Any additional incremental investment of less than \$250,000 U.S. Dollars ( \$250,000 ) above the Class A Minimum Investment ("Incremental Investment") will be exchanged for ordinary Interests and not Class A Interests unless otherwise determined by the General Partner in its sole discretion<sup>1</sup>. Should the General Partner accept any Incremental Investment, such investment will also be subject to a Lock-Up Period.

A Class A Participation will start to accrue at the date of initial investment the General Partner accepts a subscription for Class A Interests and will continue to accrue for so long as a Class A Limited Partner retains its Class A Interests in the Partnership; *provided, however*, that should a Class A Limited Partner withdraw its Class A Interest prior to the expiration of a Lock-Up Period, such Partner will forfeit its right to its entire percentage of a Class A Participation.

Each Class A Limited Partner will be responsible for including in its own income its percentage of Class A Participation taxable income, whether or not any cash is distributed. In the event that a Class A Limited Partner forfeits its right to a Class A Participation, it will still remain responsible for including in its own income its percentage of Class A Participation taxable income during the period that Class A Interests are held.

At the General Partner's sole discretion, the accrued amount attributable to a Class A Participation may be allocated to a sub-account and reinvested in the Partnership until such time that it is available for distribution to a Class A Limited Partner. A Class A Participation will not be available for distribution to a Class A Limited Partner until after the expiration of the Lock-Up Period; *provided, however*, that such Partner holds its Class A Interest until the expiration of the Lock-Up Period.

After the expiration of a Lock-Up Period, the amount accrued from a Class A Participation will be made available for distribution to a Class A Limited Partner as soon as practical after the close of the fiscal year. In the event that a Class A Limited Partner continues to hold its Class A Interests for successive periods of one (1) year after the anniversary of the Lock-Up Period, amounts accrued from a Class A Participation will be made available for distribution a Class A Limited Partner as soon as practical after the close of the applicable fiscal year (after the Lock-Up Period).

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<sup>1</sup> For example, an investor who makes an investment of One Million Five Hundred Thousand U.S. Dollars (\$1,500,000) in the Partnership will subscribe for One Million U.S. Dollars (\$1,000,000) of Class A Interests and Five Hundred Thousand U.S. Dollars (\$500,000) of ordinary Interests; and such investor will be entitled to a one percent (1%) Class A Participation.

During each year after the expiration of the Lock-Up Period (each, an “Anniversary Year”) that a Class A Limited Partner retains its Class A Interests, amounts accrued during the Anniversary Year from a Class A Participation will be made available for distribution to such Class A Limited Partner as soon as practical after the close of the applicable fiscal year (after the Anniversary Year)..

The General Partner may, at its sole discretion, (i) re-allocate the Class A Participation attributable to the Performance Allocation to the Class A Limited Partners and/or (ii) offset the Class A Participation attributable to the Performance Allocation against the Performance Allocation debited against the Capital Accounts of the Class A Limited Partners. The General Partner may, at its sole discretion, offset the Class A Participation attributable to the management fee against the management fee paid by the Class A Limited Partners. The General Partner may, at its sole discretion, directly pay the Class A Limited Partners the Class A Participation. The General Partner’s decision with respect to whether to re-allocation, offset and/or make direct payment of the Class A Participation will be made on a case-by-case basis, on a year-by-year basis, and separately with respect each form of revenue.

At the General Partner’s sole discretion, the Class A Participation may be made in cash, cash equivalents or securities. Each Class A Limited Partner may elect to reinvest the amount of the Class A Participation in the Partnership in exchange for ordinary Interests.

The Class A Participation is a contractual right, and the Class A Limited Partners is not equity owners or debt holders of the General Partner.

### **Reports**

The fiscal year-end of the General Partner is December 31<sup>st</sup>. The General Partner will use reasonable efforts to provide the Class A Limited Partners with a financial statement for the Class A Participation as soon as practicable following the close of each fiscal year.

### **Miscellaneous**

Except as expressly or by necessary implication modified above, all other terms governing the Interests of the Partnership (including, without limitation, organizational and operating expenses, management fees, performance allocation, sales charges, withdrawals, etc.) as set forth in the Memorandum, shall remain in full force and effect.



**ARGONAUT 2000 PARTNERS, L.P.**

**RISK FACTORS  
RELATING TO THE OFFERING OF  
CLASS A INTERESTS**

***Multiple Classes of Limited Partnership Interests.*** The Partnership as a whole, including any separate classes, is one legal entity. Thus all of the assets of the Partnership are available to meet all of the liabilities of the Partnership, regardless of the class to which such assets or liabilities are attributable. In practice, cross-class liability will usually only arise where any class becomes insolvent and is unable to meet all of its liabilities. In this case, all of the assets of the Partnership attributable to other classes may be applied to cover the liabilities of any insolvent class. A liquidator of the Partnership, however, may not always comply with or enforce the segregation of assets attributable to each class.

***Limited Operating History of the General Partner.*** The General Partner has limited operating history upon which prospective investors may evaluate the General Partner's future performance. This limited operating history carries a high degree of risk and may require additional financing, which may not be available or may lead to dilution of the General Partner. The General Partner is privately held and with a possible need for substantial additional capital to set up infrastructure, hire or replace management and personnel, construct infrastructure, support expansion or to achieve or maintain a competitive position.

***No Assurance of Success of the General Partner.*** The General Partner cannot provide assurance on its success, including, without limitation, any amount of the Class A Participation made to the Limited Partners. The General Partner's future prospects must be weighed against the risks and difficulties frequently encountered by companies in the early stages of a business enterprise. The General Partner cannot provide any assurances that it will be successful in addressing these risks or achieving its objectives.

***Future and Past Performance of the General Partner.*** The performance of the General Partner's and/or its principal's prior or other endeavors is not necessarily indicative of the General Partner future results. While the General Partner intends for the General Partner to develop, there can be no assurances that the targeted Class A Participation will be achieved.

***Principal's Right to Dissolve the General Partner.*** The Principal has the right to dissolve the Partnership at any time. Should the General Partner dissolve, the Class A Limited Partners will no longer receive a right to receive the Class A Participation.

***Limited Resource Against the General Partner.*** The Class A Participation is a contractual right, which is limited and may be subject to forfeiture in certain circumstances. The Class A Limited Partners is not equity owners or debt holders of the General Partner. In the event of a breach by the General Partner to make any Class A Participation, the Class A Limited Partners may have limited recourse against the General Partner, its principal and their respective affiliates.

***Limited Financial Statements from the General Partner.*** The General Partner is solely obligated to furnish the Class A Limited Partners with financial statements relating to management and/or performance compensation paid and/or allocated by the Limited Partners to the General Partner. The Class A Limited Partners is not entitled to receive audited financial statements of the General Partner, and the Class A Limited Partners hold no right the audit such statements.

***Taxation.*** Each Class A Limited Partner will be responsible for including in its own income its percentage of Class A Participation taxable income, whether or not any cash is distributed. In the event that a Class A Limited Partner forfeits its right to a Class A Participation, it will still remain responsible for including in its own income its percentage of Class A Participation taxable income during the period that Class A Interests are held.

The Class A Participation may be paid as an offset, payment and/or reallocation, which may result in difference tax consequences for each Class A Limited Partner. The General Partner has no obligation to consider the tax consequences of the Class A Limited Partners with respect to determining the methods of making the Class A Participation.

All other income earned by the Partnership and attributable to the Class A Interests will be treated the same as the ordinary Interests.

PROSPECTIVE INVESTORS ARE URGED TO CONSULT THEIR TAX ADVISORS WITH SPECIFIC REFERENCE TO THEIR OWN TAX SITUATIONS UNDER FEDERAL LAW AND THE PROVISIONS OF THE APPLICABLE STATE LAW BEFORE SUBSCRIBING FOR CLASS A INTERESTS.

THE FOREGOING RISK FACTORS DO NOT PURPORT TO BE A COMPLETE EXPLANATION OF ALL OF THE RISKS INVOLVED IN THE OFFERING. POTENTIAL INVESTORS SHOULD READ THIS SUPPLEMENT AND THE MEMORANDUM IN ITS ENTIRETY BEFORE DETERMINING WHETHER TO SUBSCRIBE FOR SERIES A INTERESTS.

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## DIRECTORY

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### Partnership

**ARGONAUT 2000 PARTNERS, L.P.**  
c/o Millennium Asset Management, L.L.C.  
22287 Mulholland Highway, Suite 417  
Calabasas, California 91302

### General Partner

**MILLENNIUM ASSET MANAGEMENT, LLC**  
22287 Mulholland Highway, Suite 417  
Calabasas, California 91302  
Attention: Robert M. Maltbie, Jr.  
Telephone: (818) 222-6915  
Facsimile: (818) 222-6915  
Email: rmaltbie@millennium-.com

### Auditor

Richey May  
Richey May Headquarters  
9780 S Meridian Blvd., Suite 500  
Englewood, CO 80112  
(720) 740-6046  
info@richeymay.com  
303-721-6232

### Administrator

**GOLDFINGER TSIKMAN ACCOUNTANCY CORPORATION**  
5455 Wilshire Boulevard, Suite 914  
Los Angeles, California 90036  
Attention: Polina Tsikman, CPA  
Telephone: (323) 456-1888 x104  
Facsimile: (323) 803-7190  
Email: polina@bgtcpa.com

### Introducing Broker

### Clearing Broker / Custodian

Interactive Brokers

**United States Counsel**

**JEFFREY G. ABER, P.C.**

301 Beach Avenue, Third Floor

Mamaroneck, New York 10543

Attention: Jeffrey G. Aber, Esq.

Telephone: (914) 381-1331

Email: jeff@AberLawNY.com

Written inquiries relating to the Partnership should be addressed to **ARGONAUT 2000 PARTNERS, L.P.** at the address of the Partnership's general partner set forth above.

IN WITNESS WHEREOF, the undersigned Partners have hereunto executed this Agreement under this seal this \_\_\_\_ day of \_\_\_\_\_, 20\_.

GENERAL PARTNER:

MILLENNIUM ASSET MANAGEMENT, L.L.C.

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

Name:

Title: Managing Member

LIMITED PARTNERS:

FOR INDIVIDUALS:

\_\_\_\_\_  
(Signature of Individual)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature of Individual)

\_\_\_\_\_  
(Printed Name)

FOR ENTITIES:

\_\_\_\_\_  
(Printed Name of Entity)

By: \_\_\_\_\_  
(Signature of Officer, Director, Trustee or Partner)

\_\_\_\_\_  
(Printed Name of Officer, Director, Trustee or Partner)