

**THE COMPANIES ACTS 1963 TO 2009**

**A PUBLIC COMPANY LIMITED BY SHARES**

**SALAR FUND  
PUBLIC LIMITED COMPANY**

**AN INVESTMENT COMPANY WITH VARIABLE CAPITAL**

**MEMORANDUM OF ASSOCIATION**

**(as amended by a special resolution on 28 December 2011)**

**Dechert**

**Riverside Two  
Sir John Rogerson's Quay  
Dublin 2  
Ireland**

**THE COMPANIES ACTS 1963 TO 2009**  
**A PUBLIC COMPANY LIMITED BY SHARES**  
**AN INVESTMENT COMPANY WITH VARIABLE CAPITAL**

**MEMORANDUM OF ASSOCIATION**  
**OF**  
**SALAR FUND PUBLIC LIMITED COMPANY**

1. The name of the Company is “Salar Fund Public Limited Company”.
2. The Company is a public limited company being a Company with variable capital established pursuant to the Companies Acts 1963 to 2009.
3. The sole object for which the Company is established is the collective investment in:
  - (a) transferable securities; and/or
  - (b) other liquid financial assets referred to in Regulation 68 of the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011 (SI No. 352 of 2011), as may from time to time be amended (the “Regulations”) of capital raised from the public and which operates on the principle of risk spreading.

The powers of the Company to attain the said object are:

- (c) To carry on the business of an investment company and for that purpose to acquire, dispose of, invest in and hold by way of investment either in the name of the Company, or in that of any nominee, shares, stocks, warrants, debentures, debenture stock, loan stock, bonds, notes, obligations, futures contracts, options contracts, swap contracts, repurchase agreements, reverse repurchase agreements, contracts for differences, certificates of deposit, treasury bills, trade bills, bank acceptances, bills of exchange, money market instruments, fixed rate securities, units, variable or floating rate securities, securities in respect of which the return and/or redemption amount is calculated by reference to any index, price or rate, commercial paper, promissory notes, obligations and securities and financial instruments of all kinds created, issued or guaranteed by any government, sovereign, state, ruler, dominion, colony, commissioners, public body or authority, supreme, trust, municipal, local, supranational authority or otherwise, in any part of the world, or by any company, bank, association or partnership, whether with limited or unlimited liability constituted or carrying on business or activities in any part of the world, units of or participation in any unit trust scheme, mutual Company or collective investment scheme in any part of the world, policies of assurance and insurance, domestic and foreign currency and any present or future rights and interests to or in any of the foregoing, and from time to time to sell, exchange, lend, vary or dispose of and grant and dispose of options over any of the foregoing and to deposit money (or place money on current account) with such persons in such currencies and otherwise on such terms as may seem expedient.

- (d) To acquire and dispose of any such shares, stocks, warrants, debentures, debenture stock, loan stock, bonds, notes, obligations, futures contracts, options contracts, swap contracts, repurchase agreements, reverse repurchase agreements, contracts for differences, certificates of deposit, treasury bills, trade bills, bank acceptances, bills of exchange, money market instruments, fixed rate securities, units, variable or floating rate securities, securities in respect of which the return and/or redemption amount is calculated by reference to any index, price or rate, commercial paper, promissory notes, obligations and securities and financial instruments of all kinds, units of or participation shares in unit trust schemes, mutual funds or collective investment schemes, policies of assurance and insurance, domestic and foreign currency, rights or interests aforesaid by original subscription, tender, purchase, exchange, underwriting, participation in syndicates or otherwise, and whether or not fully paid up and whether or not payment is to be made at the time of issue or on a delayed delivery basis and to subscribe for the same, either conditionally or otherwise, subject to such terms and conditions (if any) as may be thought fit, to enter into underwriting and similar contracts with respect thereto and to exercise and enforce all rights and powers conferred by or incidental to the ownership thereof.
- (e) To advance, deposit or lend money, securities and/or property (being those items which the Company is empowered to invest or otherwise deal in pursuant to Clause 3 (a) above) to or with such persons, and on such terms as may seem expedient and to discount, buy and sell bills, notes, warrants, coupons and other negotiable or transferable instruments, securities or documents of whatsoever nature.
- (f) To exercise and enforce all rights and powers conferred by or incidental to the ownership of any such shares, stock, obligations, bonds, notes, financial instruments or other securities.
- (g) To carry on business as capitalists and financiers, and to undertake and carry on all kinds of financial, trust, agency, broking, and other operations including underwriting, issuing on commission or otherwise of stocks and securities of all kinds.
- (h) To promote and aid in promoting, constitute, form or organise companies, syndicates or partnerships of all kinds for the purpose of acquiring and undertaking any property and liabilities of the Company, or of advancing directly or indirectly the objects thereof, or for any other purpose which the Company may think expedient.
- (i) To receive moneys on loan and to borrow or raise money in any currency and secure or discharge any debt or obligation of or binding on the Company in any manner and in particular by the issue of, bonds, debentures or debenture stock, perpetual or redeemable, and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien against the whole or any part of the Company's undertaking, property or assets (whether present or future) including its uncalled capital or generally in any other manner as the Directors shall from time to time determine, and also by a similar mortgage charge or lien to secure or guarantee the performance of any obligation or liability undertaken by the Company or any person or company.
- (j) To acquire (by way of investment or otherwise) by purchase, exchange, lease, hire, fee farm grant or otherwise, either for an estate in fee simple or for any less estate or other estate or interest, whether immediate or reversionary and whether vested or contingent, any lands, tenements or hereditaments of any tenure, whether subject or not to any charges or incumbrances, real or personal property wheresoever situate of any kind or of any tenure or any interest in the same; and to hold, farm, work and

manage and to let, sublet, mortgage or charge land and buildings of any kind, reversions, interests, annuities, life policies, and any other property real or personal, movable or immovable, either absolutely or conditionally, and either subject or not to any mortgage, charge, ground rent or other rents or incumbrances.

- (k) To erect or secure the erection or construction of buildings of any kind with a view to occupying or letting them and to enter into any contracts or leases and to grant any licences necessary to effect the same.
- (l) To promote and aid in promoting, constitute, form or organise any company or companies, syndicates or partnerships of all kinds in any part of the world and to subscribe shares therein or other securities thereof for the purpose of carrying on any business which the Company is authorised to carry on or of advancing directly or indirectly the objects thereof, or for any other purpose which may seem directly or indirectly calculated to benefit the Company.
- (m) To create, issue, make, draw, accept, endorse, execute, discount, negotiate and otherwise deal with redeemable debentures, bonds or other obligations, bills of exchange, promissory notes, letters of credit or other negotiable or transferable instruments.
- (n) To redeem or otherwise acquire in any manner permitted by law and on such terms and in such manner as the Company may think fit any shares in the capital of the Company.
- (o) To guarantee, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by both such methods the performance of the obligations of and the repayment or payment of the principal amounts of and the premiums, interest and dividends on any security of any person, firm or company including (without prejudice to the generality of the foregoing) any company which is for the time being the Company's holding company or subsidiary as defined by Section 155 of the Companies Act 1963 or another subsidiary as defined by the said Section of the Company's holding company or otherwise associated with the Company in business.
- (p) To lend the funds of the Company with or without security and at interest or free of interest and on such terms and conditions as the Directors shall from time to time determine.
- (q) To issue loan stock on such terms as the Company may deem appropriate including rights to convert such loan stock into shares in the Company.
- (r) To acquire and carry on all or any part of the business, goodwill or property, and to undertake any liabilities of any person, firm, association or company possessed of property suitable for any of the purposes of the Company, or carrying on or proposing to carry on any business which the Company is authorised to carry on, and as the consideration for the same to pay cash or to issue any fully paid up shares, debentures, or obligations of the Company or undertake all or any of the liabilities of such person, firm, association or company.
- (s) To accumulate capital for any of the purposes of the Company, and to appropriate any of the Company's assets to specific purposes, either conditionally or unconditionally, and to admit any class or section of those who have any dealings with the Company

to any share in the profits thereof or in the profits of any particular branch of the Company's business or to any other special rights, privileges, advantages or benefits.

- (t) To reduce the share capital of the Company in any manner permitted by law.
- (u) To make gifts or grant bonuses to officers or other persons who are or have been in the employment of the Company and to allow any such persons to have the use and enjoyment of such property, chattels or other assets belonging to the Company upon such terms as the Company shall think fit.
- (v) To guarantee the payment of money by or the performance of any contracts, liabilities, obligations, or engagements of any company, firm or person and to grant guarantees and indemnities of every description, and to undertake obligations of every description.
- (w) To enter into any arrangements with any government, or authority, supreme, municipal, local or otherwise, and to obtain from any such government or authority any rights, concessions and privileges that may seem conducive to the objects of the Company or any of them.
- (x) To employ any person, firm, company or other body to investigate and examine the conditions, prospects, values, character and circumstances of any business concern or undertaking and generally of any assets, concessions, properties or rights.
- (y) To amalgamate or enter into partnership or into any arrangement for sharing profits, union of interest, joint venture, reciprocal concessions or co-operation with any person or company carrying on, engaged in, or about to carry on or engage in any business or transaction which the Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company, and to take or otherwise acquire and hold, sell, re-issue, or otherwise deal with shares or stock in or securities or obligations of, and to subsidise or otherwise assist any such securities or obligations or any dividends upon any such shares or stock.
- (z) To apply for, purchase or otherwise acquire any patents, trademarks, copyrights, designs, licences, and like rights, conferring an exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop, sell, mortgage, grant licences in respect of, or otherwise turn to account the rights and information so acquired.
- (aa) To establish and/or carry on any other business or businesses which may seem to the Company capable of being conveniently carried on in connection with any business which the Company is authorised to carry on, or may seem to the Company calculated directly or indirectly to benefit the Company or to enhance the value of or render profitable any of the Company's properties or rights.
- (bb) To distribute among the members of the Company in specie any assets of the Company or any proceeds of sale or disposal of any assets of the Company and in particular to repay any surplus or premiums on any shares of the Company.
- (cc) To sell, let, develop, dispose of or otherwise deal with the undertaking or all or any part of the property real or personal, rights or privileges of the Company upon such terms as the Company may think fit, with power to accept as the consideration, any

shares, stocks, debentures, securities or obligations of or interest in any other company.

- (dd) To remunerate any companies, firm or person for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital or any debentures or other securities of the Company or in or about the promotion of the Company or the conduct of its business and whether by cash payment or by the allotment to him or them of stocks, shares, debentures, bonds or other securities of the Company, credited as paid up in full, in part or otherwise.
- (ee) To promote any company or companies for the purpose of its or their acquiring all or any of the property, rights and liabilities of the Company, or for any other purpose which may seem directly or indirectly calculated to benefit the Company and to pay all the expenses of or incidental to such promotion.
- (ff) To pay out of the funds of the Company all expenses which the Company may lawfully pay incidental to the formation, registration and advertising of or raising money for the Company and the issue of its capital or any class thereof, including brokerage and commissions for obtaining applications for or taking, placing or procuring the underwriting of shares, stocks, debentures, bonds or other securities of the Company and any other expenses which the Directors shall consider to be in the nature of preliminary expenses.
- (gg) To pay for any property or rights acquired by the Company either in cash or by the issue of fully or partly paid shares of the Company.
- (hh) To exercise all or any of the powers aforesaid in any part of the world, and as principals, agents, contractors, trustees or otherwise and by or through trustees, agents, attorneys or otherwise, and either alone or in conjunction with others.
- (ii) To do all such other things as the Company may deem incidental or conducive to the attainment of any of the objects of the Company.
- (jj) To procure the Company to be registered or recognised in any part of the world outside Ireland.

And it is hereby declared that the word "company" (except where used in reference to this Company) in this Clause shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated.

4. The liability of the members is limited.

5.

- (a) The Participating Share capital of the Company shall be equal to the value for the time being of the issued Participating Share capital of the Company; and
- (b) The share capital of the Company is €2 divided into 2 Subscriber Shares of €1 each and 500,000,000,000 Shares of no par value initially designated as unclassified shares. The number of Shares in issue shall not be less than such number as is required by law.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, Addresses and Descriptions of Subscribers	Number of Subscriber Shares taken by each Subscriber
Wilton Secretarial Limited Fitzwilton House Wilton Place Dublin 2  Limited Liability Company	One
Lower Mount Limited Fitzwilton House Wilton Place Dublin 2  Limited Liability Company	One
<b>TOTAL SHARES TAKEN</b>	<b>Two</b>

Dated      November 2007

Witness to the above signatures:

**THE COMPANIES ACTS 1963 TO 2009**  
**A PUBLIC COMPANY LIMITED BY SHARES**  
**SALAR FUND PUBLIC LIMITED COMPANY**  
**AN INVESTMENT COMPANY WITH VARIABLE CAPITAL**

**ARTICLES OF ASSOCIATION**

**As amended by Special Resolution dated 28 December 2011**

**Dechert**

**Riverside Two  
Sir John Rogerson's Quay  
Dublin 2  
Ireland**



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**THE COMPANIES ACTS 1963 TO 2009**  
**A PUBLIC COMPANY LIMITED BY SHARES**  
**AN INVESTMENT COMPANY WITH VARIABLE CAPITAL**  
**ARTICLES OF ASSOCIATION**

- of -

**SALAR FUND PUBLIC LIMITED COMPANY**

**PART I - PRELIMINARY**

**1. Interpretation**

(a) The regulations contained in Table A in the First Schedule to the Companies Act 1963 of Ireland shall not apply to the Company.

(b) In these Articles the following expressions shall have the following meanings:

“Acts”, the Companies Acts, 1963-2009 and every statute or other provision of law modifying, extending or re-enacting them or any of them.

“1963 Act”, the Companies Act 1963 of Ireland.

“1983 Act”, the Companies (Amendment) Act 1983 of Ireland.

“Administration Agreement”, any Agreement for the time being subsisting to which the Company and the Administrator are parties and relating to the appointment and duties of the Administrator.

“Administrator”, any person, firm or corporation appointed and for the time being acting as Administrator of the Company.

these “Articles”, the Articles of Association of the Company as originally adopted or as altered from time to time by Special Resolution.

“Auditors”, the Auditors for the time being of the Company.

“Base Currency”, in respect of any class of shares means the currency in which the shares are issued.

“Board”, the board of Directors of the Company from time to time including a duly authorised committee thereof.

“Business Day”, in relation to any Company or class of Share, shall bear the same meaning as set out in any Prospectus relating thereto.

“Central Bank”, the Central Bank of Ireland or any successor regulatory authority authorised with responsibility for the authorisation and supervision of the Company.

“Clear Days”, in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

“Client Agreement”, an agreement between the Investment Manager and a Shareholder, under which the Shareholder has appointed the Investment Manager to carry out investment management or advisory services on its behalf.

“Collective Investment Scheme”:

- (i) any arrangement made for the purpose, or having the effect, of providing facilities for the participation by persons, as beneficiaries under a trust, in profits or income arising from the acquisition, holding, management or disposal of investments or any other property whatsoever; and
- (ii) any other investment vehicle of a similar nature to that described in paragraph (i) of this definition (including, without limitation, any open-ended investment company, mutual fund or fonds commun de placement)

and, in relation to any such collective investment scheme, “unit” means any unit, share or other interest (however described) of similar nature in such collective investment scheme.

“Company”, the Company whose name appears on the heading to these Articles.

“Custodian”, any person firm or corporation appointed and for the time being acting as custodian and trustee of all the assets of the Company pursuant to these Articles under the terms and provisions of the Custodian Agreement with powers to appoint sub-custodians.

“Custodian Agreement”, any agreement for the time being subsisting between the Company and the Custodian and relating to the appointment and duties of the Custodian and giving the Custodian power to appoint sub-custodians.

“Dealing Day”, shall bear the same meaning as set out in the Prospectus or such other day as the Directors may from time to time determine in the case of any Company, provided always that there shall be at least two Dealing Days in each calendar month carried out at regular intervals.

“Directive”, Council Directive of 20 December 1985 (85/611/EEC) on the co-ordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities as amended by Council Directive of 22 March 1988 (88/220/EEC), Directive No. (95/26/EC) of the Council and of the European Parliament of 29 June 1995, Directive No. 2001/108/EC of the Council and of the European Parliament of 21 January 2002, Directive No. 2001/107/EC of the Council and of the European Parliament of 21 January 2002, Directive No. 2007/16/EC of the Council and of the European Parliament of 19 March 2007, Directive No. 2009/65/EC of the Council and of the European Parliament of 13 July 2009, Directive No. 2010/43/EC of the Council and of the European Parliament of 1 July 2010 and Directive No. 2010/44/EC of the Council and of the European Parliament as applicable and any amendment thereto.

“Directors”, the Directors of the Company for the time being, or as the case may be, the Directors present at a meeting of the Board.

“Duties and Charges”, in relation to any Company, all stamp and other duties, taxes, governmental charges, brokerage, bank charges, foreign exchange spreads, interest, custodian or sub-custodian charges (relating to sales and purchases), transfer fees, registration fees and other duties and charges whether in connection with the original acquisition or increase of the assets of the relevant Company or the creation, issue, sale, conversion or repurchase of shares or the sale or purchase of Investments or in respect of certificates or otherwise which may have become or may be payable in respect of or prior to or in connection with or arising out of or upon the occasion of the transaction or dealing in respect of which such duties and charges are payable which, for the avoidance of doubt, includes, when calculating subscription and redemption prices, any provision for spreads (to take into account the difference between the price at which assets were valued for the purposes of calculating the net asset value and the price at which assets were bought as a result of subscription and sold as a result of a redemption) but shall not include any commission payable to agents on sales and purchases of shares or any commission, taxes, charges or costs which may have been taken into account in ascertaining the Net Asset Value of Participating Shares in the relevant Company.

“EEA State” the European Economic Area States (European Union, Member States, Norway, Iceland and Liechtenstein).

“Equalisation Accounts”, such accounts (a separate account for each Company) as may be maintained at the discretion of the Directors in accordance with Article 127.

“Euro” or “Eur” or “€”, the currency unit referred to in the second sentence of Council Regulation (EC) No.974/98 of 3 May 1998, on the introduction of the Euro.

“Holder”, a holder of shares.

“In writing”, any written, printed or lithographed or photographed material or represented by any other substitute for writing or partly one and partly another.

“Initial Offer Period”, the period set by the Directors in relation to any class of Participating Shares as the period during which such Participating Shares are initially on offer.

“Initial Offer Price(s)”, the price(s) at which Participating Shares in any Company are offered for purchase or subscription during the Initial Offer Period.

“Investment”, any investment authorised by the Memorandum of Association of the Company and which is permitted by the Regulations and these Articles.

“Investment Management Agreement”, any Agreement for the time being subsisting to which the Company and the Investment Manager are a party and relating to the appointment and duties of the Investment Manager.

“Investment Manager”, any person, firm or corporation appointed and for the time being acting as the Investment Manager of the Company or any Company.

“Member”, a person who is registered in the Register as the holder of Participating Shares or Subscriber shares of the Company.

“Member State”, a member state of the European Union.



“Minimum Holding”, a holding of Participating Shares in any Company having an aggregate value of such minimum amount as determined by the Directors.

“Minimum Investment Amount”, such amount or number of Participating Shares as the Directors may from time to time prescribe in a Prospectus in respect of any Company as the minimum initial subscription amount for Participating Shares or number of Participating Shares of the relevant class.

“Minimum Additional Investment Amount”, such amount or number of Participating Shares as the Directors may from time to time prescribe in a Prospectus in respect of any Company as the minimum amount of any subscription by any Member for additional Participating Shares or additional number of Participating Shares of the relevant class.

“Net Asset Value” or “Net Asset Value of Participating Shares”, in respect of any Company, the amount determined in accordance with Articles 16 to 18 inclusive of these Articles.

“Offer Price”, the sum of the Subscription Price and the preliminary charge (if any) applicable to Participating Shares of the particular Company.

“Office”, the registered office of the Company.

“Ordinary Resolution”, a resolution of the Company in general meeting passed by a simple majority of the votes cast.

“Participating Share” or “Share”, a share of no par value in the capital of the Company issued in accordance with these Articles and with the rights provided for under these Articles.

“Prospectus”, any prospectus or supplement thereto issued by the Company from time to time in connection with the purchase of or subscription for Participating Shares of any class.

“Qualified Holder”, shall bear the same meaning as set out in any Prospectus.

“Redemption”, shall include repurchase and “redeemed” shall be construed accordingly.

“Redemption Price”, in respect of any Company the price at which Participating Shares can be repurchased or redeemed, calculated in accordance with Article 20.

“Register”, the Register of Members to be kept pursuant to Section 116 of the 1963 Act.

“Registration Number”, the registration allotted to each Participating Share.

“Regulated Markets”, the stock exchanges and other regulated markets set out in the Prospectus.

“Regulations”, the European Communities (Undertakings for Collective Investments and Transferable Securities) Regulations, 2011 (S.I. No. 352 of 2011) as same may be amended and any notices or regulations issued by the Central Bank pursuant thereto.

“Relevant Time”, the day and hour set out as the time limit for certain events as may be specified by the Directors in the Prospectus.

“Seal”, the Common Seal of the Company.

“Secretary”, any person appointed by the Directors to perform any of the duties of the Secretary of the Company.

“Shareholder”, the registered holder of shares of any class of the Company.

“Signed”, includes a signature or representation of a signature affixed by mechanical means.

“Special Resolution”, a Special Resolution of the Company passed in accordance with Section 141 of the 1963 Act.

“State”, Ireland.

“Subscriber Share”, shares of € each in the capital of the Company designated as “Subscriber Shares” in these Articles and subscribed by or on behalf of the Investment Manager for the purpose of incorporation of the Company.

“Subscription Price”, the price at which Participating Shares of any class can be subscribed as calculated and determined in accordance these Articles.

“The Irish Stock Exchange”, the Irish Stock Exchange Limited.

“UCITS”, Undertakings for Collective Investment in Transferable Securities as defined in the UCITS Directive.

“Valuation Point”, such time and day as the Directors may from time to time determine, with the approval of the Administrator, in relation to the valuation of the assets and liabilities of a Company.

- (c) Unless specifically defined in these Articles or the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Acts but excluding any statutory modification thereof not in force when these Articles become binding on the Company.
- (d) References to Articles are to Articles of these Articles and any reference in an Article to a paragraph or sub-paragraph shall be a reference to a paragraph or sub-paragraph of the Article in which the reference is contained unless it appears from the context that a reference to some other provision is intended.
- (e) The headings and captions included in these Articles are inserted for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of these Articles.
- (f) In these Articles, the masculine gender shall include the feminine and neuter, and vice versa, and the singular number shall include the plural, and vice versa, and words importing persons shall include firms or companies (whether corporate or not).
- (g) References to enactments and to provisions of enactments shall include reference to any modifications or re-enactments thereof for the time being in force.

- (h) Except as otherwise expressly provided, references to times of day shall be to local time in Ireland.
- (i) The word “currency” shall refer to the currency in which the Participating Shares concerned are designated.

## **2. Establishment Expenses**

All fees and expenses relating to the establishment of the Company (including listing costs) and the fees of the advisers to the Company have been borne by the Company. Each class of Participating Shares will bear its own direct establishment costs and, where relevant, costs of listing its Shares on The Irish Stock Exchange and be amortised over such period as the Directors may determine. The fees and expenses of the Company or subsequent classes of Participating Shares established by the Company will be amortised on such terms and in such manner as the Directors (with the consent of the Custodian) deem fair and equitable and provided that each class of Participating Shares will bear its own direct establishment costs and costs of listing on the Irish Stock Exchange.

## **PART II - SHARE CAPITAL AND RIGHTS**

### **3. Share Capital**

- (a) The initial share capital of the Company is €2 divided into 2 Subscriber Shares of €1 each and 500,000,000,000 shares of no par value initially designated as unclassified shares each having the rights appearing in these Articles.
- (b) The number of Shares in issue shall not be less than 2 Subscriber Shares nor more than 500,000,000,000 Shares of no par value.
- (c) The actual value of the paid up share capital of the Company shall be at all times equal to the value of the assets of any kind of the Company after the deduction of its liabilities.
- (d) The Participating Shares of the Company shall, at the request of any of the holders thereof but subject to any restrictions contained in these Articles, be purchased by the Company directly or indirectly out of the Company’s assets.

### **4. Allotment of Shares**

- (a) The Directors may issue any of the Participating Shares in the capital of the Company as Participating Shares in a particular Company and, if required, a particular class in a Company. The Directors may divide the Participating Shares into different classes in such currencies as they deem fit. On or before the issue of any Participating Share the Directors shall specify the class in relation to which such Participating Share is designated.

Participating Shares in relation to the Company (and classes thereof) may be issued and designated from time to time by the Directors with the prior approval of the Central Bank. Shares in relation to new classes of the Company approved by the Central Bank may be issued and designated in accordance with the requirements of the Central Bank.

All monies payable for or in respect of Participating Shares (including without limitation the subscription and repurchase monies in respect thereof) shall be paid in the currency in which such Participating Share is designated or in such other currency

as the Directors shall determine either generally or in relation to a particular class of Participating Shares or in any specific case.

- (b) The Directors may in their absolute discretion refuse to accept any application for Participating Shares in the Company or accept any application in whole or in part without assigning any reason therefor.
- (c) The Directors are hereby generally and unconditionally authorised to exercise all the powers of the Company to allot relevant securities within the meaning of Section 20 of the 1983 Act. The maximum amount of relevant securities which may be allotted under the authority hereby conferred shall be the number of the authorised but unissued relevant securities in the capital of the Company from time to time and for the time being, provided however that any shares which have been repurchased shall be deemed never to have been issued for the purpose of calculating the maximum amount of shares which may be issued.
- (d) Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the Company may be issued with such preferred, deferred, or other rights or restrictions, whether in regard to dividends, voting, return of capital or otherwise, as the Directors may from time to time determine.
- (e) Subject to the foregoing, the Participating Shares of the Company shall be at the disposal of the Directors and (subject to the provisions of the Acts) they may allot, grant options over or otherwise dispose of them to such persons on such terms and conditions and at such times as they may consider to be in the best interests of the Company and the Members.

## **5. Participating Shares**

- (a) Participating Shares may only be issued fully paid and shall have no par value.
- (b) The actual value of the paid up share capital of the Company shall at all times be equal to the Net Asset Value of the Company. The actual value of the paid up share capital of each class of Participating Shares in the Company shall at all times be equal to the Net Asset Value attributable to such class of Participating Shares.
- (c) The rights and restrictions attaching to Participating Shares shall be as follows:
  - (i) the holder of each whole Participating Share shall, on a vote taken on a show of hands, be entitled to one vote per holder and, on a poll, be entitled to one vote per Participating Share;
  - (ii) a holder of more than one vote need not cast all his votes or cast all the votes he uses in the same way;
  - (iii) the holder of each Participating Share shall be entitled to such dividends as the Directors may from time to time declare;
  - (iv) in the event of a winding up or dissolution of the Company the holder of each Participating Share shall have the rights referred to in Article 120(b).

## **6. Subscriber Shares**

- (a) Subscriber Shares shall only be issued at their par value of € each.

- (b) Any Subscriber Shares not held by the Investment Manager or its nominees shall be subject to requisition under Article 28 of these Articles.
- (c) The holder of a Subscriber Share shall on a vote taken on a show of hands, be entitled to one vote and, on a poll, be entitled to one vote per Subscriber Share.
- (d) The holders of the Subscriber Shares shall not be entitled to any dividends whatsoever in respect of their holding of Subscriber Shares.
- (e) In the event of a winding up or dissolution of the Company, the holder of a Subscriber Share shall have the rights referred to in Article 120(b).

## **7. Variation of Rights**

- (a) The rights attached to any class of shares may, whether or not the Company is being wound up, be varied or abrogated with the consent in writing of the holders of three-fourths of the issued and outstanding shares of that class, or with the sanction of a Special Resolution passed at a separate general meeting of the holders of the shares of the class. To every such separate general meeting the provisions of these Articles relating to general meetings shall apply but so that the necessary quorum at any such meeting other than an adjourned meeting shall be two persons holding or representing by proxy shares of the class in question and, at an adjourned meeting, one person holding shares of the class or series in question or his proxy. Any holder of shares of the class or series in question present in person or by proxy may demand a poll.
- (b) The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

## **8. Trusts Not Recognised**

Except as required by law, no person shall be recognised by the Company as holding any shares upon any trust, and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or (except only as by these Articles or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder. This shall not preclude the Company from requiring a Member or a transferee of shares to furnish the Company with information as to the beneficial ownership of any share when such information is reasonably required by the Company.

## **PART III - PARTICIPATING SHARES**

### **9. Issue of Participating Shares**

- (a) Subject as hereinafter provided, the Company, on receipt by it or its authorised agents of the following:
  - (i) an application for Participating Shares in such form and sent by such means as the Directors may from time to time determine;
  - (ii) such declarations as to the applicant's status, residence or otherwise as the Directors from time to time may require;

may issue any Participating Shares at the Offer Price for each class of Participating Share determined in accordance with Article 11 of these Articles, or provided that the

application referred to in sub-paragraph (a)(i) above has been received may allot such Participating Shares pending receipt of cleared funds and/or such information and declarations referred to in sub-paragraph (a)(ii) above. Failure to provide all application information/documentation shall, at the discretion of the Administrator, result in the compulsory redemption of the relevant Participating Shares in accordance with these Articles.

- (b) Payment for Participating Shares shall be made in such currency at such time, place and manner and to such person on behalf of the Company as the Directors may from time to time determine.
- (c) If payment in full in cleared funds in respect of a subscription has not been received by the Relevant Time during usual time limits the Company may (and in the event of non-clearance, shall) cancel the allotment of Participating Shares made in respect of such application. In such event and notwithstanding cancellation of the application, the Directors may charge the applicant for any expense incurred by it or the Company for any loss to any Company arising out of such non-receipt or non-clearance. In addition, the Company shall have the right to sell or redeem all or part of the applicant's holding of the Shares in the Company or any other Company in order to meet such charges.
- (d) The issue or allotment of Participating Shares pursuant to this Article shall be made on the Dealing Day on which the application is received provided that such application is received, in respect of an application to be made during the Initial Offer Period, before the expiry of such period and, in respect of an application made after the Initial Offer Period no later than the Relevant Time for receipt thereof. If the application is received outside the Relevant Time, it shall be treated as an application for Participating Shares on the Dealing Day following such receipt.
- (e) The Company may (at the option of the Directors) satisfy any application for the allotment of Participating Shares of any class by procuring the transfer to the applicant of fully-paid Participating Shares of the relevant class and the effective date of such transfer shall be the relevant Dealing Day. In any such case, references in these Articles to allotting Participating Shares shall where appropriate be taken as references to procuring the transfer of Participating Shares.
- (f) For the purposes of these Articles:
  - (i) Participating Shares of the class concerned which have been allotted but not issued on a Dealing Day shall be deemed to be in issue on receipt of payment therefor and Participating Shares of the class concerned whose allotment has been cancelled and the relevant application monies have not been returned to the applicant on or prior to a Dealing Day shall be deemed to cease to be in issue at the close of business on the day of such cancellation; and
  - (ii) Participating Shares of the class concerned which have been repurchased on a Dealing Day in accordance with Article 19 shall be deemed to have ceased to be in issue at the close of business on the Dealing Day on which they are repurchased.
- (g) Where an amount received for Participating Shares applied for is not an exact multiple of their Offer Price:
  - (i) where the amount is equal to or greater than .01 of the Offer Price for a Participating Share, a fraction of a Participating Share shall be allotted to the

incoming member who shall be registered as the holder of such a fraction;  
and

- (ii) where the amount received is less than .01 of the Offer Price for a Participating Share, such amount will not be returned to the applicant but will be retained by the Company in order to defray administration costs.

In addition to the foregoing, the Directors may determine not to return any amount received for Participating Shares which is less than a whole unit of denomination specified by them of any particular currency.

The rights, entitlement and benefits of the holder of a Participating Share under the Articles are granted to a holder of a fraction of a Participating Share in proportion to the fraction of the Participating Share held by him and, except where the context otherwise requires or is otherwise provided herein, reference in the Articles to "Share" shall include a fraction of a Participating Share. Notwithstanding anything contained in the Articles the holder of a fraction of a Participating Share may not exercise any voting rights in respect of such fraction of a Participating Share.

#### **10. Offer/Subscription Price per Participating Share**

- (a) The Initial Offer Price(s) per Participating Share at which Participating Shares of any class shall be allotted and issued during the Initial Offer Period shall be determined by the Directors and set out in the Prospectus.
- (b) Save as provided in paragraph (c) the Subscription Price per Participating Share of any class to be issued subsequent to the Initial Offer Period shall be ascertained by:
  - (i) determining the Net Asset Value attributable to the relevant class of Participating Shares calculated in respect of the Valuation Point on the Dealing Day on which the subscription is to be made under Articles 15 to 18 of these Articles and adding thereto such sum as the Directors may consider represents an appropriate figure for Duties and Charges;
  - (ii) dividing the amount calculated under (i) above by the number of Participating Shares of the class in issue or deemed to be in issue at the relevant Valuation Point; and
  - (iii) adding thereto such amount as may be necessary to round the resulting amount to such number of decimal places as the Directors may determine.
- (c) Subject to the provisions of the Acts and the Regulations, the Directors on any Dealing Day may issue Participating Shares of any class on terms providing for settlement to be made by the vesting in the Company of any Investments and in connection therewith the following provisions shall apply:
  - (i) in the case of a person who is not an existing Shareholder no Participating Shares shall be issued until the person concerned shall have completed and delivered to the Company or its duly authorised agent an application form as required under these Articles and/or otherwise satisfied all the requirements of the Directors and the Administrator as to the application;
  - (ii) the nature of the Investments transferred into the relevant Company are such as would qualify as Investments of such Company in accordance with the investment objectives, policies and restrictions of such Company;

- (iii) no Participating Shares shall be issued until the Investments shall have been vested in the Custodian or any sub-custodian to the Custodian's satisfaction and the Custodian shall be satisfied that the terms of such settlement will not be such as are likely to result in any prejudice to the existing Shareholders of the relevant Company; and
- (iv) any exchange shall be effected upon the terms (including provision for paying any expenses of the exchange and any preliminary charge as would have been payable for Participating Shares issued for cash) that the number of Participating Shares issued shall not exceed the number which would have been issued for cash against payment of a sum equal to the value of the Investments concerned calculated in accordance with the principles set out in Article 16(b). Such sum may be increased by such amount as the Directors may consider represents an appropriate provision for Duties and Charges which would have been incurred by the relevant Company in the acquisition of the Investments by purchase for cash or decreased by such amount as the Directors may consider represents any Duties or Charges to be paid to the relevant Class Company as a result of the direct acquisition by the Company of the Investment.

## **11. Minimum Subscription**

The Directors may decline to issue Participating Shares to satisfy any application unless:

- (a) (in respect of an application for Shares in a class which requires the applicant to enter into a Client Agreement) the applicant has satisfied the Investment Manager that it has entered into a Client Agreement; and
- (b) the amount in value of the Participating Shares to which an application relates equals or exceeds:
  - (i) the Minimum Investment Amount or its equivalent in another currency or such amount as the Directors may from time to time determine in relation to any class of Participating Shares; or
  - (ii) such minimum amount of investment in classes of Participating Shares as the Directors may from time to time determine where an application is made for Participating Shares of two or more classes;

provided that the aggregate amount in value of the Participating Shares to which an application relates shall not be less than the Minimum Holding; or

- (c) the applicant is already the holder of Participating Shares and the amount in value of the Participating Shares to which the application relates equals or exceeds the Minimum Additional Investment Amount or such other amount as the Directors may determine.

## **12. Preliminary Charge**

The Directors may, in their absolute discretion, require any person to whom any class of Participating Shares are to be allotted to pay to the Company or any duly authorised agent of the Company for its absolute use and benefit, a preliminary charge at a rate to be determined by the Directors by reference to the aggregate amount subscribed but not exceeding in respect of each Participating Share to be allotted an amount equal to 7% per cent of the Subscription Price for such Participating Share rounded up to the nearest number of decimal places of the



currency in which such Participating Shares is designated, as the Directors may determine. The Directors may on any Dealing Day differentiate between applicants as to the amount of the preliminary charge required to be paid to the Company or any duly authorised agent of the Company as to the amount of initial preliminary charge to be levied on each class of Participating Shares (subject to the maximum aforesaid). The sum of Subscription Price and the preliminary charge shall be the Offer Price.

### **13. Suspension of Issue**

No Participating Shares of any particular class shall be allotted or issued during any period when the determination of the Net Asset Value of that class of Participating Share is suspended pursuant to these Articles hereof except those for which applications have been previously received and accepted by the Company or its authorised agent.

### **14. Restrictions on Shareholders/Qualified Persons**

- (a) The Directors shall have power (but shall not be under any duty) to impose such restrictions as they may think necessary for the purpose of ensuring that no Participating Shares of any class are acquired or held directly or beneficially by any person who is not a Qualified Holder.
- (b)
  - (i) No person other than a Qualified Holder shall be or remain registered as a holder of Participating Shares and the Directors may upon an application for any class of Participating Shares or (subject as herein provided) on a transfer of any class of Participating Shares or at any other time and from time to time require such evidence to be furnished to them in this connection as they shall in their discretion deem sufficient and in default of such evidence being furnished to the satisfaction of the Directors the Directors may require the repurchase or transfer of such shares pursuant to these Articles.
  - (ii) A holder of Participating Shares who shall cease to be a Qualified Holder shall promptly either give to the Company a redemption notice in respect of such shares or shall promptly transfer such shares to a Qualified Holder.
  - (iii) If the Directors shall in their absolute discretion consider that any holder of Participating Shares is not a Qualified Holder (or at any time while registered as a holder of such shares has not been a Qualified Holder) or is a holder whose Client Agreement has terminated for any reason whatsoever the Directors may require the repurchase or transfer of such Participating Shares in accordance with Article 19 hereof.

## **PART IV - DETERMINATION OF NET ASSET VALUE**

### **15. Net Asset Value of Participating Shares**

- (a) The Net Asset Value of a Company shall be the value of all the assets comprised in the relevant Company less all the liabilities attributable to the relevant Company and calculated in accordance with the Regulations.
- (b) The value of the assets and liabilities referred to in (a) above shall be determined in accordance with the valuation rules set out hereafter in Articles 16 to 18 inclusive.

- (c) The Net Asset Value of a Company shall be expressed in the Base Currency (translated where necessary at such rate of exchange as the Directors think fit).
- (d) The Net Asset Value attributable to a class of Shares within a Company shall be determined as follows:
  - (i) determine the Net Asset Value of the Company of which it forms a class;
  - (ii) determine the allocation ratios for each class of Participating Share within the Company which shall be done by dividing the figure calculated in (iii) below for each class of Participating Share within the Company by the Net Asset Value of the Company at the previous Valuation Point and making adjustments for different fees applicable to different classes, if appropriate;
  - (iii) adding the Net Asset Value attributable to the particular class of Participating Share as at the previous Valuation Point and the net total subscriptions or redemptions, as appropriate, at that time;
  - (iv) apply the allocation ratios to the figure in (i) above.
- (e) The costs and related liabilities/benefits arising from instruments entered into (subject to Article 75(c)) for the purposes of hedging the currency exposure for the benefit of any particular class of a Company (where the currency of a particular class is different to the base currency of the Company) shall be attributable exclusively to that class.
- (f) The Net Asset Value of a class of Participating Shares within a Company shall be expressed in the Base Currency in which the Company is designated (except, where the currency of the particular class is different to the base currency of the Company, it shall be expressed in the currency in which that class is designated) (translated, where necessary at such rate of exchange as the Directors think fit).
- (g) The Net Asset Value attributable to a Participating Share within a class shall be determined by dividing the Net Asset Value attributable to the relevant class by the number of Participating Shares in that class in issue and deemed to be in issue.

## **16. Assets of the Company**

- (a) The assets of the Company shall be determined to include inter alia:
  - (i) all cash in hand, on deposit, or on call including any interest accrued thereon and all accounts receivable;
  - (ii) all bills, demand notes, certificates of deposit and promissory notes;
  - (iii) all bonds, forward currency transactions, time notes, shares, stock, units of or participation in collective investment schemes/mutual funds, debentures, debenture stock, subscription rights, warrants, futures contracts, options contracts, swap contracts, fixed rate securities, floating rate securities, securities in respect of which the return and/or redemption amount is calculated by reference to any index, price or rate, financial instruments and other investments and securities owned or contracted for by or in respect of the Company, other than rights and securities issued by it;

- (iv) all stock and cash dividends and cash distributions to be received by the Company and not yet received by it but declared to stockholders on record on a date on or before the day as of which the Net Asset Value is being determined;
  - (v) all income accrued but not yet collected except to the extent that the same is included or reflected in the principal value of such security;
  - (vi) all other Investments of the Company;
  - (vii) the establishment costs attributable to the Company including the cost of issuing and distributing Participating Shares of the Company insofar as the same have not been written off; and
  - (viii) all other assets of the Company of every kind and nature including prepaid expenses as valued and defined from time to time by the Directors.
- (b) The valuation principles to be used in valuing the Company's assets are as follows:
- (i) any security which is listed or quoted on any securities exchange or similar electronic system and regularly traded thereon will be valued at its last traded price on the relevant Valuation Day or, if no trades occurred on such day, at the closing bid price if held long by the Company and at the closing offer price if sold short by the Company, as at the relevant Valuation Day, as adjusted in such manner as the Directors, in their sole discretion, think fit, having regard to the size of the holding, and where prices are available on more than one exchange or system for a particular security the price will be the last traded price or closing bid or offer price, as the case may be, on the exchange which constitutes the main market for such security or the one which the Directors in their sole discretion determine provides the fairest criteria in ascribing a value to such security. Investments listed or traded on a Recognised Exchange, but acquired or traded at a premium or at a discount outside or off the relevant exchange or market may be valued taking into account the level of premium or discount at the Valuation Point provided that a competent person (having been appointed by the Directors and approved for such purpose by the Custodian) shall be satisfied that the adoption of such a procedure is justifiable in the context of establishing the probable realisation value of the security;
  - (ii) any security (including a convertible bond option) which is not listed or quoted on any securities exchange or similar electronic system or if, being so listed or quoted, is not regularly traded thereon or in respect of which no prices as described above are available, will be valued at its probable realisation value as determined by the Directors in good faith having regard to its cost price, the price at which any recent transaction in the security may have been effected, the size of the holding having regard to the total amount of such security in issue, and such other factors as the Directors in their sole discretion deem relevant in considering a positive or negative adjustment to the valuation;
  - (iii) investments, other than securities, which are dealt in or traded through a clearing firm or an exchange or through a financial institution will be valued by reference to the most recent official settlement price quoted by that clearing house, exchange or financial institution. If the settlement price is not available, the value shall be the probable realisation value estimated with care

and in good faith by (i) the Directors or the Investment Manager or (ii) a competent person firm or corporation selected by the Directors and approved for the purpose by the Custodian or (iii) any other means provided that the value is approved by a competent person (such competent person having been appointed by the Directors and approved for such purpose by the Custodian) provided that where such investments are dealt in or traded on more than one market, the Directors may determine at their discretion which market shall prevail

- (iv) the value of any over the counter (“OTC”) derivatives shall be:
  - A. the quotation from the counterparty provided that such quotation is provided on a daily basis and verified at least weekly by a person independent of the counterparty and who is approved for the purpose by the Custodian; or
  - B. the value of any OTC shall be a quotation from the counterparty or an alternative valuation calculated by the Company or an independent pricing vendor (which may be a party related to but independent of the counterparty which does not rely on the same pricing models employed by the counterparty) provided that where a counterparty valuation is used, it must be provided on a daily basis and approved or verified at least on a weekly basis by a party independent of the counterparty, which may be the Investment Manager (approved for the purpose by the Custodian);
- (v) where an alternative valuation is used ((i.e. a valuation that is provided by a competent person appointed by the Directors and approved for that purpose by the Custodian (or a valuation by any other means provided that the value is approved by the Custodian)), the valuation principles employed must follow best international practice established by bodies such as IOSCO (International Organisation for Securities Commission) and AIMA (the Alternative Investment Management Association) and any such valuation shall be reconciled to that of the counterparty on a weekly basis;
- (vi) forward foreign exchange and interest rate swap contracts shall be valued in accordance with Article 16(b)(iv) above or, alternatively, by reference to freely available market quotations. If the later option is used there is no requirement to have such prices independently verified or reconciled to the counterparty valuation;
- (vii) forward foreign exchange contracts shall be valued in the same manner as derivatives contracts which are not traded in a regulated market or by reference to the price at the Valuation Point at which a new forward contract of the same size and maturity could be undertaken;
- (viii) cash on hand or on deposit will be valued at their cost plus accrued interest;
- (ix) notwithstanding paragraph (i) above units in collective investment schemes shall be valued at the latest available net asset value per unit or bid price as published by the relevant collective investment scheme or, if listed or traded on a Recognised Exchange, in accordance with (i) above;
- (x) the Directors may, with the approval of the Custodian, adjust the value of any investment if having regard to its currency, marketability, applicable interest

rates, anticipated rates of dividend, maturity, liquidity or any other relevant considerations, they consider that such adjustment is required to reflect the fair value thereof;

- (xi) any value (whether of an investment or cash) otherwise than in US Dollars will be converted into US Dollars at the rate (whether official or otherwise) which the Directors in their absolute discretion deem applicable as at the close of business on the relevant Valuation Day, having regard, among other things, to any premium or discount which they consider may be relevant and to costs of exchange;
- (xii) where investments have been agreed to be purchased or sold but such purchase or sale has not been completed, such investments shall be included or excluded and the gross purchase or net sale consideration excluded or included as the case may require as if such purchase or sale had been duly completed;
- (xiii) there shall be added to the assets of the Company any actual or estimated amount of any taxation of a capital nature which may be recoverable by the Company;
- (xiv) there shall be added to the assets of the Company a sum representing any interest, dividends or other income accrued but not received and a sum representing unamortised expenses;
- (xv) there shall be added to the assets of the Company the total amount (whether actual or estimated by the Directors or their delegate) of any claims for repayment of any taxation levied on income or capital gains including claims in respect of double taxation relief;
- (xvi) where notice of the redemption of Shares has been received by the Company with respect to a Dealing Day and the cancellation of such Shares has not been completed, the Shares to be redeemed shall be deemed not to be in issue at the Valuation Point and the value of the assets of the Company shall be deemed to be reduced by the amount payable upon such redemption;
- (xvii) there shall be deducted from the assets of the Company:
  - A. the total amount of any actual or estimated liabilities properly payable out of the assets of the Company including any and all outstanding borrowings of the Company interest, fees and expenses payable on such borrowings and any estimated liability for tax and such amount in respect of contingent or projected expenses as the Directors consider fair and reasonable as of the relevant Valuation Point;
  - B. such sum in respect of tax (if any) on income or capital gains realised on the investments of the Company as in the estimate of the Directors will become payable;
  - C. the amount (if any) of any distribution declared but not distributed in respect thereof;
  - D. the remuneration of the Administrator, the Custodian, the Investment Manager, any Distributor and any other providers of services to the

Company accrued but remaining unpaid together with a sum equal to the value added tax chargeable thereon (if any);

- E. (the total amount (whether actual or estimated by the Directors) of any other liabilities properly payable out of the assets of the Company (including all establishment, operational and ongoing administrative fees, costs and expenses) as of the relevant Valuation Point;
- F. an amount as of the relevant Valuation Point representing the projected liability of the Company in respect of costs and expenses to be incurred by the Company in the event of a subsequent liquidation;
- G. an amount as of the relevant Valuation Point representing the projected liability of the relevant calls on Shares in respect of any warrants issued and/or options written by the Company or Class of Shares; and
- H. any other liability which may properly be deducted.

The Directors may, at their discretion, permit any other method of valuation to be used if they consider that such method of valuation better reflects value generally or in particular markets or market conditions and is in accordance with the Central Bank's guidelines and good accounting practice.

The Directors have delegated to the Administrator, and have authorised the Administrator to consult with the Investment Manager in connection with, the determination of Net Asset Value and the Net Asset Value per Share of each Class of the Company.

The Net Asset Value per Share of each Class on any Valuation Point of any Dealing Day will be calculated by dividing the Net Asset Value of the relevant Class Account by the number of Shares of the relevant Class in issue as at the close of business on that Valuation Point of that Dealing Day.

## **17. Liabilities attributable to the Company**

- (a) The Company will pay out of the assets of the Company:
  - (i) the fees and expenses payable to the Investment Manager, the Administrator and the Custodian;
  - (ii) the fees and expenses of the Directors;
  - (iii) any fees in respect of circulating details of the Net Asset Value (including publishing prices);
  - (iv) stamp duties;
  - (v) taxes (other than taxes taken into account as Duties and Charges) and contingent liabilities as determined from time to time by the Directors;
  - (vi) the Central Bank's industry funding levy;
  - (vii) company secretarial fees;

- (viii) rating fees (if any);
- (ix) brokerage or other expenses of acquiring and disposing of Investments;
- (x) fees and expenses of the auditors, tax, legal and other professional advisers of the Company;
- (xi) fees connected with listing of Shares on a stock exchange;
- (xii) fees and expenses in connection with the distribution of Shares and costs of registration and agency fees of the Company in jurisdictions outside Ireland;
- (xiii) costs of printing and distributing the Prospectus, reports, accounts and any explanatory memoranda;
- (xiv) any necessary translation fees;
- (xv) any costs incurred as a result of periodic updates of the Prospectus, or of a change in law or the introduction of any new law (including any costs incurred as a result of compliance with any applicable code, whether or not having the force of law);
- (xvi) any other fees and expenses relating to the management and administration of the Company or attributable to the Company's Investments;
- (xvii) fees connected with the winding up of the Company;
- (xviii) in respect of each financial year of the Company in which expenses are being determined, such proportion (if any) of the establishment expenses as are being amortised in that year; and
- (xix) all other liabilities of the Company of whatsoever kind and nature except liabilities represented by shares in the Company and reserves (other than reserves authorised or approved by the Directors for Duties and Charges or contingencies).

In determining the amount of such liabilities the Directors may calculate administrative and other expenses of a regular or recurring nature on an estimated figure for yearly or other periods in advance and accrue the same in equal proportions over any such period.

- (b) For the purposes of this Article 17:
  - (i) monies payable to the Company in respect of the allotment of Participating Shares of any class shall be deemed to be an asset of the relevant Company as at the time at which such shares are deemed to be in issue in accordance with Article 9(f) of these Articles; and
  - (ii) monies payable by the Company on the repurchase or repurchase by the Company of Participating Shares pursuant to the repurchase requests or monies payable by the Company as a result of the cancellation of allotments shall be deemed to be a liability of the Company from the time at which such Participating Shares are deemed to cease to be in issue in accordance with Article 9(f) of these Articles.

## **18. General Provisions on Valuation**

In calculating the value of investments of the Company, the following principles shall apply:

- (a) where the current price of an Investment is quoted “ex” any dividend (including stock dividend), interest or other rights to which the Company is entitled, but such dividend, interest or the property to which such rights relate has not been received and is not taken into account under any other provisions of this Article, the amount of such dividend, interest, property or cash shall be taken into account;
- (b) any entity wholly owned by the Company as envisaged by Article 74(e), shall be valued on the basis of its net assets being the difference between the value of its assets and liabilities) and in valuing its net assets, the provisions of Articles 15 to 18 inclusive shall *mutatis mutandis* apply;
- (c) in the absence of negligence, fraud or wilful default, every decision taken by the Directors or any committee of the Directors or by the Investment Manager or any duly authorised person on behalf of the Company in calculating the Net Asset Value of a Class or the Net Asset Value per Share shall be final and binding on the Company and on present, past or future Shareholders.

## **PART V - REDEMPTION OF PARTICIPATING SHARES**

### **19. Redemption**

- (a) Subject to the provisions of the Acts and the Regulations, and subject as hereinafter provided, the Company shall, on receipt by the Company or its duly authorised agents of a redemption request in such form and such means as may be prescribed by the Company in relation to a holder of Participating Shares (the “Applicant”) which request shall, save as provided in this Article, be irrevocable, repurchase or redeem all or any portion of the Participating Shares held by the Applicant at the Redemption Price (as hereinafter set out) for each such Participating Share of the class concerned determined in accordance with the provisions of these Articles, or procure the purchase thereof at not less than the Redemption Price PROVIDED THAT:
  - (i) the redemption of Participating Shares of any class pursuant to this Article shall be made on the Dealing Day on which a written request in a form prescribed by the Company (“Redemption Form”) is received if it is received by the Administrator before the Relevant time on such Business Day and, if received after the Relevant Time, the request shall be treated as having been received on the Dealing Day following receipt;
  - (ii) the Administrator may (at its discretion) refuse a request for redemption if:
    - A. the proposed redemption request is for the redemption of Participating Shares having a value or number of less than the Minimum Additional Investment Amount or;
    - B. as a result of the implementation of such request the Member would hold less than the Minimum Holding.

If the Administrator refuses such a request, it shall notify the Member of such refusal and the reason therefor and invite the Member either to discontinue with a request for redemption or to require redemption of the Member’s entire holding. If any request for redemption is pursued by the Member



which, if implemented, would result in the Member holding less than the Minimum Holding, the Directors shall have power to compulsorily redeem the whole of that Member's holding of Participating Shares;

- (iii) in the event that the determination of the Net Asset Value per Participating Share has been suspended in accordance with Article 22, the right of the Applicant to have his Participating Shares repurchased or redeemed pursuant to this Article, shall be similarly suspended and during the period of suspension he may withdraw his request for redemption and his certificate (if applicable). Any withdrawal of a request for redemption under the provisions of this Article shall be made in writing and shall only be effective if actually received by the Company or its duly authorised agent before termination of the period of suspension. If the request is not so withdrawn the redemption of the Participating Shares shall be made on the Dealing Day next following the end of the suspension or on such earlier day following the end of the suspension as the Directors at the request of the Applicant may agree.
- (b) In the case of a holder of Participating Shares which is a corporation, a list of authorised signatories must be provided by the corporation to the Company or its authorised agents in the event that the signatories at repurchase differ from signatories on the most recent application form submitted by the holder.
- (c) The redemption under the provisions of this Article shall be deemed to be effected immediately after the Valuation Point on the Dealing Day or such day as may be agreed or determined pursuant to paragraph (a) above of this Article 19 but the relevant Participating Shares shall remain in existence until they cease to be in issue in accordance with Article 9(f).
- (d) Upon the redemption of a Participating Share being effected pursuant to these Articles, the Holder shall cease to be entitled to any rights in respect thereof (excepting always the right to receive a dividend (if any) which has been declared in respect thereof prior to such redemption being effected) and accordingly his name shall be removed from the Register with respect thereto, the relevant Participating Shares shall be treated as cancelled and the amount of issued share capital in respect of Participating Shares shall be reduced by the appropriate amount of the Redemption Price paid by the Company.
- (e) Where the Company receives in respect of any Dealing Day requests for redemptions or conversion pursuant to Article 24 which in the aggregate amount to more than 10% of the Participating Shares of the Company in issue, the Directors, if in their sole discretion acting in good faith believe it shall be necessary or desirable in order not to prejudice the interests of the shareholders not making such request, or on the grounds of liquidity or other like reason, may reduce each such request for redemption or conversion of Participating Shares of the relevant Company pro rata so that all such requests cover no more than 10% of the Participating Shares of the Company in issue. Any part of a redemption or conversion request to which effect is not given by reason of the exercise of this power by the Directors shall be treated as if a request had been made in respect of the next Dealing Day and each succeeding Dealing Day (in relation to which the Directors shall have the same power) until the original requests have been satisfied in full provided always that requests for redemption or conversion that remain to be satisfied by reason of the exercise of this power by the Directors shall be complied with in priority to later requests.
- (f)

- (i) If it shall come to the notice of the Directors that any Participating Shares are owned directly or beneficially by any person in breach of the restrictions imposed by Article 14 above, the Directors may give notice to such person requiring him to transfer such Participating Shares to a person who is qualified or entitled to own such Participating Shares or to give a request in accordance with these Articles for the redemption of such Participating Shares in accordance with paragraph (a) above. If any person upon whom such a notice is served pursuant to this sub-paragraph does not within thirty days after such notice:
  - A. transfer his shares to a person qualified to own such Participating Shares;
  - B. request the Company to redeem his Participating Shares; or
  - C. establish to the satisfaction of the Directors (whose judgement shall be final and binding and conclusive) that he is not subject to such restrictions;

he shall be deemed upon the expiration of such thirty days to have given a request in accordance with these Articles for the redemption of all his Participating Shares pursuant to paragraph (a) above and the Directors shall be entitled to appoint any person to sign on his behalf such documents as may be required for the purpose of the redemption of the said Participating Shares by the Company.

- (ii) A person who becomes aware that he is holding or owning Participating Shares in breach of any such restrictions as aforesaid shall forthwith unless he has already received a notice pursuant to sub-paragraph (i) above either transfer all his Participating Shares to a person qualified to own such Participating Shares or give a request in writing for the redemption of all his Participating Shares pursuant to paragraph (a) above.
- (iii) Payment of any amount due to such person pursuant to sub-paragraph (i) or (ii) above shall be subject to any requisite exchange control approvals first having been obtained and the amount due to such person will be deposited by the Company in a bank for payment to such person upon such approvals being obtained against surrender of the certificate(s), if any, representing the Participating Shares previously held by such person. Upon deposit of such amount as aforesaid such person shall have no further interest in such Participating Shares or any of them or any claim against the Company in respect of such Participating Shares except the right to receive such amounts so deposited (without interest) upon such approvals as aforesaid being obtained.
- (g) Where, in any case involving a redemption of less than the entire of an Applicant's holding of Participating Shares, any amount representing the redemption monies for such Shares is not an exact multiple of their Redemption Price:
  - (i) where the amount is equal to or greater than .01 of the Redemption Price of a Participating Shares, a fraction of a Unit shall be allotted to the Applicant who shall be registered as the holder of such a fraction;

- (ii) where the amount is less than .01 of the Redemption Price of a Participating Shares, such amount will not be returned to the Applicant but will be retained by the Company in order to defray administration costs.

In addition to the foregoing, the Directors may determine not to return any amount for Participating Shares which is less than a whole unit of denomination specified by them of any particular currency.

- (h) The Directors may, provided that they are satisfied that the terms of any exchange would not be such as would be likely to result in any prejudice to the remaining Shareholders and with the agreement of a Shareholder seeking the realisation of Participating Shares in any Company, elect that instead of the Participating Shares being redeemed in cash, the redemption shall be satisfied in specie by the transfer to the Shareholder of Investments provided that:-
  - (i) the redemption request has satisfied all the requirements of the Directors as to such request and the Member seeking redemption of Participating Shares agrees to such course of action;
  - (ii) the Directors are satisfied that the terms of any exchange would not be such as would be likely to result in any prejudice to the remaining Members, and elects that instead of the Shares being redeemed in cash, the redemption shall be satisfied in specie by the transfer to the Member of Investments provided that the value thereof shall not exceed the amount which otherwise would have been payable on a cash redemption and provided that the transfer of Investments is approved by the Custodian. Such value may be reduced by such amount as the Directors may consider represents any Duties and Charges to be paid to the Company as a result of the direct transfer by the Company of the Investments or increased by such amount as the Directors may consider represents any appropriate provision for Duties and Charges which would have been incurred by the Company in the disposition of the Investments to be transferred. The shortfall (if any) between the value of the Investments transferred on a redemption in specie and the redemption proceeds which would have been payable on a cash redemption shall be satisfied in cash. Any decline in the value of the Investments to be transferred in settlement of a redemption between the relevant Dealing Day and the day on which Investments are delivered to the redeeming Members shall be borne by the redeeming Members; and
  - (iii) if a redeeming Member requests redemption of a number of Participating Shares that represents 5% or more of the Net Asset Value of a Company, the Directors may in their sole discretion redeem the Shares by way of exchange for Investment and in such circumstances the Company will, if requested by the redeeming Member, sell the Investments on behalf of the Member. (The cost of the sale can be charged to the Member.)
- (i) If the discretion conferred upon the Directors by paragraph (h) is exercised, the Directors shall notify the Custodian and shall supply to the Custodian particulars of the Investments to be transferred and the amount of cash to be paid to the Shareholder. All stamp duties, transfer and registration fees in respect of such transfers shall be payable by the Shareholder.
- (j) The shareholders of any Company may, by way of Special Resolution, and subject to the requirements of the Central Bank, authorise the amalgamation/merger of the

Company with any other collective investment scheme or schemes, which amalgamation/merger may involve the redemption of shares of the Company and the transfer of the whole or part of the assets of the Company to the custodian/trustee (who may or may not be regulated by the Central Bank) of the relevant collective investment scheme or schemes.

## **20. The Redemption Price**

- (a) The Repurchase Price for a Participating Share of any class shall be an amount as determined by the Directors on the relevant Dealing Day by:
  - (i) determining the Net Asset Value of the relevant class of Participating Shares as at the Valuation Point on the Dealing Day in accordance with the provisions of Articles 15 to 18 and deducting therefrom such sums as the Directors may consider represents an appropriate provision for Duties and Charges;
  - (ii) dividing the amount calculated under (i) above by the number of Participating Shares of the relevant class then in issue or deemed to be in issue at the relevant Valuation Point; and
  - (iii) deducting therefrom such amount as may be necessary to round the resulting amount to such number of decimal places, as the Directors may determine.
- (b) Any certificate as to the Redemption Price given in good faith (and in the absence of negligence or manifest error) by or on behalf of the Directors shall be binding on all parties.
- (c) The Directors may, in their absolute discretion, deduct from the Redemption Price a redemption charge in respect of Participating Shares of any class which have been redeemed (at the request of the Shareholder), provided, however, that such redemption charge shall not exceed 3% of the Redemption Price rounded to such number of decimal places of the currency of the Participating Shares in the Company as the Directors may determine.
- (d) Notwithstanding any other provision of the Articles, if the Company becomes liable to account for tax in any jurisdiction in the event that a Shareholder or beneficial owner of a Share were to receive a distribution in respect of his Shares or to dispose (or be deemed to have disposed) of his Shares in any way (“Chargeable Event”), the Company shall be entitled to deduct from the payment arising on a Chargeable Event an amount equal to the appropriate tax and/or where applicable, to appropriate or cancel such number of Shares held by the Shareholder or such beneficial owner as are required to meet the amount of tax. The relevant Shareholder shall indemnify and keep the Company indemnified against any loss arising to the Company by reason of the Company becoming liable to account for tax in any jurisdiction on the happening of a Chargeable Event if no such deduction, appropriation or cancellation has been made.
- (e) Payment of redemption proceeds shall be made in the same currency (unless otherwise requested in writing) as the currency in which they were invested (subject to Article 23) within ten Business Days after the date on which redemption requests are required to be received by the Company or its delegate. Redemption Proceeds will be paid by telegraphic transfer (less expenses) or cheque to the bank account indicated on the Holder’s most recent form for application for Participating Shares or other written instructions to the Company or its authorised agents. If no such

instructions have been given redemption proceeds will be sent by post to the relevant shareholder's address as set out in the Shareholders' Register and, in the case of joint holders, the joint holder whose name stands first in the Shareholders' Register.

## **21. Compulsory Redemption**

The Company shall have the right at any time to redeem without penalty:

- (a) Participating Shares of any class if, in the opinion of the Directors, such redemption would eliminate or reduce the exposure of the Company or its Members to adverse tax consequences or other consequences of a nature contemplated by Article 20(d) above under the laws of any country;
- (b) Participating Shares of any class if circumstances in accordance with which the provisions of Article 19(a)(ii) of these Articles apply;
- (c) all the Participating Shares of the Company:
  - (i) at the discretion of the Directors, by giving not less than 30 days' notice in writing to the relevant Shareholders; or
  - (ii) if the Shareholders of the Company so approve by way of Special Resolution.

## **PART VI - SUSPENSION OF REDEMPTION, VALUATION AND DEALINGS**

### **22. Temporary Suspensions**

- (a) The Directors may declare a temporary suspension of the determination of the Net Asset Value of any Company and of the issue and redemption of any class of Participating Shares thereof during:
  - (i) during the whole of any part of any period when any of the principal markets on which any significant portion of the Investments of the relevant Company from time to time are quoted, listed, traded or dealt in is closed (otherwise than for customary weekend or ordinary holidays) or during which dealings therein are restricted or suspended or trading on any relevant futures exchange or market is restricted or suspended;
  - (ii) during the whole or any part of any period when, as a result of political, economic, military or monetary events or any other circumstances outside the control, responsibility and power of the Directors, any disposal or valuation of Investments of the Company is not, in the opinion of the Directors, reasonably practicable without this being detrimental to the interests of owners of Shares in general or the owners of Shares of the Company or if, in the opinion of the Directors, the Net Asset Value cannot fairly be calculated or such disposal would be prejudicial to the owners of Shares in general or the owners of Shares of the Company;
  - (iii) during the whole or any part of any period during which any breakdown occurs in the means of communication normally employed in determining the value of any of the Investments of the Company or when for any other reason the value of any of the Investments or other assets of the Company cannot reasonably or fairly be ascertained;

- (iv) during the whole or any part of any period when the Company is unable to repatriate funds required for the purpose of making redemption payments or when such payments cannot, in the opinion of the Directors, be effected at normal prices or normal rates of exchange or during which there are difficulties or it is envisaged that there will be difficulties, in the transfer of monies or assets required for subscriptions, redemptions or trading; or
  - (v) upon the publication of a notice convening a general meeting of Shareholders for the purpose of resolving to wind up the Company.
- (b) Any such suspension shall take effect immediately and thereafter there shall be no determination of Net Asset Value and issue of Participating Shares or redemption of Participating Shares until the Directors shall declare the suspension at an end except that the suspension shall terminate in any event on the first Business Day on which:
- (i) the condition giving rise to the suspension shall have ceased to exist; and
  - (ii) no other condition under which suspension is authorised under paragraph (a) of this Article shall exist.

**23. Notification of Suspensions**

Any such suspension of the determination of the Net Asset Value of Participating Shares and the issue and redemption of Participating Shares shall be notified:

- (a) to The Irish Stock Exchange and the Central Bank by the Company without delay and to the competent authority in the Member States of the European Union and in any other State in which the Participating Shares are marketed and;
- (b) published in such publication(s) as the Directors may determine.

**PART VII - CLASS FUND CONVERSIONS**

**24. Class Company Conversions**

Subject to Articles 22 and 23 above and as hereinafter provided the holder of any Participating Shares of any class of the Company on any Dealing Day shall have the right from time to time to exchange such minimum amount and value of his holding of Participating Shares in such Share class as may be specified by the Directors, to Participating Shares of such class or classes of the Company as may be specified by the Directors on such terms as may be specified by the Directors in the Prospectus.

**PART VIII - CONFIRMATION OF OWNERSHIP**

**25. Confirmation of Ownership**

Every person whose name is entered as a Member in the Register shall receive a written confirmation of ownership of the relevant class(es) of Participating Shares. However, the Company shall not be bound to register more than four persons as the joint holders of any Participating Shares (except in the case of executors or trustees of a deceased member)

**26. Calls on Subscriber Shares**

- (a) The Directors may from time to time make calls upon the Members in respect of any moneys unpaid on the Subscriber Shares provided that (except as otherwise fixed by

the conditions of application or allotment) no call on any shares shall be payable at less than fourteen days from the date fixed for the payment of the last preceding call, and each Member shall (subject to being given at least fourteen days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his Subscriber Shares. A call may be payable by instalments. A call may be revoked or postponed as the Directors may determine. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed.

- (b) The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the money uncalled and unpaid upon the Subscriber Shares held by him beyond the sums actually called up thereon as a payment in advance of calls, and such payment in advance of calls shall extinguish, so far as the same shall extend, the liability upon the Subscriber Shares in respect of which it is advanced, and upon the money so received, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which it has been received.

## **PART IX - TRANSFER OF SHARES**

### **27. Procedure on Transfer**

- (a) All transfers of shares shall be effected by an instrument in writing in any form approved by the Directors but need not be under seal. No transfer of Subscriber Shares may be effected without the prior written consent of the Company.
- (b) The Directors may decline to register a transfer of Participating Shares, if as a result of such transfer the transferor's holding would drop below the Minimum Holding.
- (c) The Directors may decline to register any transfer of Participating Shares of a Particular class to a person who is not already a holder of or entitled to become a holder of Participating Shares of that class.
- (d) The Directors shall decline to register any transfer of a Share:
  - (i) where they are aware or believe that such transfer would or might be likely to result in the beneficial ownership of such Participating Shares by a person who is not a Qualified Holder or expose the Company to adverse tax or regulatory consequences or (in respect a class of Shares a pre-condition to the holding of which requires the applicant to enter into a Client Agreement) to a person who is not a party to a Client Agreement; or
  - (ii) to a person who is not already a Shareholder, if as a result of such transfer, the proposed transferee would not be the holder of a Minimum Holding of Participating Shares.

### **28. Purchase of Subscriber Shares**

- (a) The Directors may at any time after the Initial Offer Period redeem any Subscriber Shares (subject to the Subscriber Shares being fully paid) at the price of €1 per Subscriber Share.
- (b) After the Initial Offer Period, any holder of Subscriber Shares in the Company may (subject to the Subscriber Shares held by such holder being fully paid) by notice in

writing to the Company, request the Company to redeem any such Subscriber Shares held by such holder at the price of €1 per Subscriber Share.

**29. Entry in Register**

The instrument of transfer of a share shall be signed by or on behalf of the transferor. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect of such share.

**30. Refusal to Register Transfers**

The Directors may in their absolute discretion, without assigning any reason therefor, decline to recognise any transfer of shares:

- (a) unless the instrument of transfer in proper form is deposited at the Office or such other place as the Directors may reasonably require together with such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer and satisfying the Directors as to their requirements in relation to money laundering that they may require from time to time; or
- (b) where the transfer of a share or any renunciation of any allotment made is in respect of a Subscriber Share which is not fully paid;
- (c) unless the instrument of transfer relates to Participating Shares of one class only.

**31. Procedure on Refusal**

If the Directors decline to register a transfer of any share they shall, within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal.

**32. Suspension on Transfers**

The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine PROVIDED ALWAYS that such registration shall not be suspended for more than thirty days in any year.

**33. Retention of Transfer Instruments**

Subject to Article 122 below all instruments of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Directors may decline to register shall (except in any case of fraud) be returned to the person depositing the same.

**34. Absence of Registration Fees**

No registration fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share.

**PART X - TRANSMISSION OF SHARES**

**35. Death of Member**



In the case of the death of a Member, the survivors or survivor where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having title to his interest in the shares held by such a Member, but nothing in this Article shall release the estate of the deceased holder whether sole or joint from any liability in respect of any share solely or jointly held by him.

**36. Transfer/Transmission - Special Circumstances**

Any curator or other legal representative of a Member under legal disability and any person entitled to a share in consequence of the death or bankruptcy of a Member shall, upon producing such evidence of his title as the Directors may require, have the right either to be registered himself as the holder of the share or to make such transfer thereof as the deceased or bankrupt Member or Member under a disability could have made, but the Directors shall in any case have the same right to refuse or suspend registration as they would have had in the case of a transfer of the share by the Member under disability or by the deceased or bankrupt Member before the death or bankruptcy or by the Member under legal disability before such disability.

**37. Rights before Registration**

A person becoming entitled to a share in consequence of the death or bankruptcy of a Member shall have the right to receive and may give a discharge for all dividends and other moneys payable or other advantages due on or in respect of the share, but he shall not be entitled to receive notice of or to attend or vote at meetings of the Company, nor save as aforesaid, to any of the rights or privileges of a Member unless and until he shall be registered as a Member in respect of the shares PROVIDED ALWAYS that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within ninety days the Directors may thereafter withhold all dividends or other moneys payable or other advantages due in respect of the share until the requirements of the notice have been complied with.

**PART XI - ALTERATION OF SHARE CAPITAL**

**38. Increase of Capital**

- (a) The Company may from time to time by Ordinary Resolution increase its capital by such number of shares as the resolution shall prescribe.
- (b) Except so far as otherwise provided by the conditions of issue or by these Articles, any capital raised by the creation of new shares shall be considered part of the pre-existing share capital of the Company and shall be subject to the provisions herein contained with reference to transfer and transmission, and otherwise.

**39. Consolidation, Sub-Division and Cancellation of Capital**

The Company may from time to time by Ordinary Resolution:

- (a) consolidate all or any of its share capital into share capital of a larger amount;
- (b) subject to the provisions of the Acts, sub-divide its shares, or any of them, into a larger number of shares than that fixed by its Memorandum of Association; or

- (c) cancel any shares which, at the date of the passing of the Ordinary Resolution in that behalf, have not been taken, or agreed to be taken, by any person, and diminish the amount of its share capital by the amount of the shares so cancelled.

#### **40. Reduction of Capital**

In addition to any rights of the Company specifically conferred by these Articles to reduce its share capital, the Company from time to time, by Special Resolution, may reduce its share capital in any way and in any manner subject to any incident authorised or consent required by law.

### **PART XII - GENERAL MEETINGS**

#### **41. Annual General Meeting**

The Company shall in each year hold a general meeting as its Annual General Meeting in addition to any other meeting in that year and specify the meeting as such in the notices calling it. Not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next PROVIDED THAT so long as the Company holds its first Annual General Meeting within eighteen months of its incorporation it need not hold it in the year of its incorporation or in the following year. Subsequent Annual General Meetings shall be held once in each year and will normally be held in Ireland within six months of the end of each financial year.

#### **42. Extraordinary General Meetings**

All general meetings (other than Annual General Meetings) shall be called Extraordinary General Meetings.

#### **43. Convening General Meetings**

The Directors may convene general meetings. The Directors may call an Extraordinary General Meeting whenever they think fit and Extraordinary General Meetings may also be convened on such requisition, or in default may be convened by such requisitionists and in such manner as provided by the Acts. If at any time there are not within the State sufficient Directors capable of forming a quorum, any Director or any two members of the Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which General Meetings may be convened by the Directors.

#### **44. Notice of General Meetings**

- (a) Subject to the provisions of the Acts allowing a General Meeting to be called by shorter notice, an Annual General Meeting and an Extraordinary General Meeting called for the passing of a Special Resolution shall be called by at least twenty-one Clear Days' notice and all other Extraordinary General Meetings shall be called by at least fourteen Clear Days' notice.
- (b) Any notice convening a General Meeting shall specify the time and place of the meeting, the general nature of that business, and, in reasonable prominence state that a Member entitled to attend and vote is entitled to appoint a proxy to attend, speak and vote in his place and that a proxy need not be a Member. It shall also give particulars of any Directors who are recommended by the Directors for appointment or re-appointment as Directors at the meeting, or in respect of whom notice has been duly given to the Company of the intention to propose them for appointment or re-appointment as Directors at the meeting. Subject to any restrictions imposed on any

shares, the notice shall be given to all the Members and those persons listed in Article 119.

- (c) The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.
- (d) Where, by any provision contained in the Acts, extended notice is required of a resolution, the resolution shall not be effective (except where the Directors of the Company have resolved to submit it) unless notice of the intention to move it has been given to the Company not less than twenty-eight days (or such shorter period as the Acts permit) before the meeting at which it is moved, and the Company shall give to the Members notice of any such resolution as required by and in accordance with the provisions of the Acts.

### **PART XIII - PROCEEDINGS AT GENERAL MEETINGS**

#### **45. Business to be Transacted**

All business shall be deemed special that is transacted at an Extraordinary General Meeting as also will all business that is transacted at an Annual General Meeting with the exception of the consideration of the accounts and the balance sheet and the reports of the Directors and Auditors, the election of Directors and the election of Auditors in the place of those retiring, and the appointment and the fixing of the remuneration of the Auditors.

#### **46. Quorum for General Meetings**

- (a) No business other than the appointment of a Chairman shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Except as provided in these Articles in relation to an adjourned meeting, two persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member, or a duly authorised representative of a corporate Member, shall be a quorum for all purposes.
- (b) If such a quorum is not present within half an hour from the time appointed for the meeting if convened at the request or by Shareholders shall be dissolved. In any other case, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Directors may determine. If at such adjourned meeting such a quorum is not present within half an hour from the time appointed for holding the meeting, then the Members present shall be a quorum.

#### **47. Chairman of General Meetings**

- (a) The Chairman (if any) or, in his absence, the Deputy Chairman (if any) of the Board or in his absence, some other Director nominated by the Directors shall preside as Chairman at every general meeting of the Company. If at any general meeting none of such persons shall be present within fifteen minutes after the time appointed for the holding of the meeting and willing to act, the Directors present shall elect one of their number to be Chairman of the meeting and, if there is only one Director present and willing to act, he shall be Chairman.
- (b) If at any meeting no Director is willing to act as Chairman or if no Director is present within fifteen minutes after the time appointed for the holding of the meeting, the

Members present and entitled to vote shall choose one of the Members present to be Chairman of the meeting.

**48. Directors' and Auditors' Right to Attend General Meetings**

A Director shall be entitled, notwithstanding that he is not a Member, to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the Company. The Auditors shall be entitled to attend any general meeting and to be heard on any part of the business of the meeting which concerns them as Auditors.

**49. Adjournment of General Meetings**

The Chairman, with the consent of a meeting at which a quorum is present, may (and shall if so directed by the meeting) adjourn the meeting from time to time (or sine die) and from place to place, but no business shall be transacted at any adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. Where a meeting is adjourned sine die, the time and place for the adjourned meeting shall be fixed by the Directors. When a meeting is adjourned for fourteen days or more sine die, at least seven Clear Days' notice shall be given specifying the time and meeting and the general nature of the business to be transacted. Save as aforesaid, it shall not be necessary to give any notice of an adjourned meeting.

**50. Determination of Resolutions**

At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, a poll is duly demanded. Unless a poll is so demanded, a declaration by the Chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such a resolution. The demand for a poll may be withdrawn before the poll is taken but only with the consent of the Chairman, and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

**51. Entitlement to Demand Poll**

Subject to the provisions of the Acts, a poll may be demanded:

- (a) The chairman of a general meeting of a Class or any Shareholder of a Class present in person or by proxy at meetings of a Class;
- (b) by the Chairman of the meeting;
- (c) by at least two Members present (in person or by proxy) having the right to vote at the meeting; or
- (d) by any Member or Members present (in person or by proxy) representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.

**52. Taking of a Poll**

- (a) Save as provided in paragraph (b) of this Article, a poll shall be taken in such manner as the Chairman directs and he may in the event of a poll, appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll.

The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

- (b) A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time (not being more than thirty days after the poll is demanded) and place as the Chairman of the meeting may direct. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- (c) No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

### **53. Votes of Members**

Votes may be given either personally or by proxy. Subject to any rights or restrictions for the time being attached to any class of shares, on a show of hands every holder of shares who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative shall have one vote and on a poll every member in person or by proxy shall have one vote for every share of which he is the holder.

### **54. Casting Vote**

Where there is an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a casting vote.

### **55. Voting by Joint Holders**

Where there are joint holders of a share, the vote of the senior who tenders a vote, whether in person or by proxy, in respect of such share, shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names of the holders stand in the Register in respect of the shares.

### **56. Voting by Incapacitated Holders**

A Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction (whether in the State or elsewhere) in matters concerning mental disorder, may vote, whether on a show of hands or on a poll, by his committee, receiver, guardian or other person appointed by that court and any such committee, receiver, guardian or other person may vote by proxy, on a show of hands or on a poll. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the Office or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

### **57. Time for Objection to Voting**

No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at

such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.

## **58. Appointment of Proxy**

Every Member entitled to attend and vote at a general meeting may appoint one or more proxy to attend, speak and vote on his behalf. A proxy need not be a Member. An instrument of proxy shall be in the form set out below or such other form as the Directors may approve, and shall be executed by or on behalf of the appointor. The signature to such instrument need not be witnessed. A body corporate may execute a form of proxy under its common seal or under the hand of a duly authorised officer thereof.

### **SALAR FUND PUBLIC LIMITED COMPANY**

I/We  
of

being a Member/Members of the above named Company hereby  
appoint  
of  
or failing him  
or  
as my/our proxy to vote for me/us on my/our behalf at the  
(Annual or Extraordinary as the case may be) General Meeting of the Company to be held on  
the      day of      , and at any adjournment thereof.

Signed this      day of      .

This form is to be used\* in favour of/against the Resolution.

Unless otherwise instructed, the proxy will vote or abstain from voting as he thinks fit.

\* Strike out whichever is not desired.

## **59. Deposit of Proxy Instruments**

The instrument appointing a proxy and any authority under which it is executed or a copy certified notarially or in some other way approved by the Directors, shall be deposited at the Office or (at the option of the Member) at such other place or places (if any) as may be specified for that purpose in or by way of note to the notice convening the meeting not less than forty-eight hours before the time appointed for the holding of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for taking of the poll at which it is to be used, and in default shall not be treated as valid. PROVIDED THAT:

- (a) in the case of a meeting which is adjourned to, or a poll which is to be taken on, a date which is less than seven days after the date of the meeting which was adjourned or at which the poll was demanded, it shall be sufficient if the instrument of proxy and any such authority and certification thereof as aforesaid is lodged with the Secretary at the commencement of the adjourned meeting or the taking of the poll; and

- (b) an instrument of proxy relating to more than one meeting (including any adjournment thereof) having once been so delivered for the purposes of any meeting shall not require to be delivered again for the purposes of any subsequent meeting to which it relates.

**60. Effect of Proxy Instruments**

Deposit of an instrument of proxy in respect of a meeting shall not preclude a Member from attending and voting at the meeting or at any adjournment thereof. The instrument appointing a proxy shall be valid, unless the contrary is stated therein, as well for any adjournment of the meeting as for the meeting to which it relates.

**61. Effect of Revocation of Proxy or of Authorisation**

A vote given or poll demanded in accordance with the terms of an instrument of proxy or a resolution authorising a representative to act on behalf of a body corporate shall be valid notwithstanding the death or insanity of the principal, or the revocation of the instrument of proxy or of the authority under which the instrument of proxy was executed or of the resolution authorising the representative to act or the transfer of the share in respect of which the instrument of proxy or the authorisation of the representative to act was given, provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at the Office at least one hour before the commencement of the meeting or adjourned meeting at which the instrument of proxy is used or at which the representative acts.

**62. Representation of Bodies Corporate**

Any corporation which is a Member of the Company may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company or at any meeting of any class of Members of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member of the Company and such corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present thereat.

**63. Written Resolutions**

A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a meeting which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Members. In the case of a corporation a resolution in writing may be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative.

**PART XIV - DIRECTORS**

**64. Number of Directors**

Unless otherwise determined by an Ordinary Resolution of the Company in general meeting the number of the Directors shall not be less than two (2) nor more than nine (9). A Director may only be appointed if the approval of the Central Bank to such appointment has been obtained. The Directors holding office on the date these Articles come into force shall continue to hold office subject to the provisions of these Articles. The continuing Directors may act notwithstanding any vacancy in their body, provided that if the number of the

Directors is reduced below the prescribed minimum, the remaining Director or Directors shall appoint forthwith an additional Director or additional Directors to make up such minimum or shall convene a general meeting of the Company for the purpose of making such appointment. If there is no Director or Directors able or willing to act then any two (2) shareholders may summon a general meeting for the purpose of appointing Directors. Any additional Director so appointed shall hold office (subject to the provisions of the Acts and these Articles) only until the conclusion of the annual general meeting of the Company next following such appointment unless he is re-elected during such meeting.

**65. Share Qualifications**

A Director shall not require a share qualification.

**66. Ordinary Remuneration of Directors**

Each Director shall be entitled to such remuneration for his services as the Directors shall from time to time resolve provided that no Director may be paid in excess of a figure set out in the Prospectus without the approval of the Board. Such remuneration shall be deemed to accrue from day to day.

**67. Special Remuneration of Directors**

Any Director who holds any executive office (including for this purpose the office of Chairman or Deputy Chairman) or who serves on any committee, or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director or who devotes special attention to the business, may be paid such extra remuneration by way of salary, commission or otherwise as the Directors may determine.

**68. Expenses of Directors**

The Directors may be paid, inter alia, for travelling, hotel and other expenses properly incurred by them in connection with their attendance at and returning from meetings of Directors or any committee of Directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company or otherwise in connection with the business of the Company.

**69. Alternate Directors**

- (a) Any Director may appoint by writing under his hand any person (including another Director) to be his alternate.
- (b) An alternate Director shall be entitled to receive notices of all meetings of the Directors and of all meetings of committees of Directors of which his appointor is a member, to attend and vote at any such meeting at which the Director appointing him is not personally present and in the absence of his appointor to exercise all the powers, rights, duties and authorities of his appointor as a Director (other than the right to appoint an alternate hereunder).
- (c) Save as otherwise provided in these Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him. The remuneration of any such alternate Director shall be payable out of the remuneration paid to the Director appointing him and shall consist of such portion of the last mentioned remuneration as shall be agreed between the alternate and the Director appointing him.



- (d) A Director may revoke at any time the appointment of any alternate appointed by him. If a Director shall die or cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine but if a Director retires by rotation or otherwise but is re-appointed or deemed to have been re-appointed at the meeting at which he retires, any appointment of an alternate Director made by him which was in force immediately prior to his retirement shall continue after his re-appointment.
- (e) Any appointment or revocation by a Director under this Article shall be effected by notice in writing given under his hand to the Secretary or deposited at the Office or in any other manner approved by the Directors.

## **PART XV - POWERS OF DIRECTORS**

### **70. Directors' Powers**

Subject to the provisions of the Acts, the Regulations, the Memorandum of Association of the Company and these Articles and to any directions by the Members given by Ordinary Resolution, not being inconsistent with these Articles or with the Acts, the business of the Company shall be managed by the Directors who may do all such acts and things and exercise all the powers of the Company as are not by the Acts or by these Articles required to be done or exercised by the Company in general meeting. No alteration of the Memorandum of Association of the Company or of these Articles and no direction made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or such direction had not been given. The powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by these Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

### **71. Power to Delegate**

Without prejudice to the generality of the last preceding Article, the Directors may delegate any of their powers and discretions to any Managing Director or any other Director holding any other executive office or to any committee consisting of one or more Directors together with such other persons (if any) as may be appointed to such committee by the Directors provided that a majority of the members of each committee appointed by the Directors shall at all times consist of Directors and that no resolution of any such committee shall be effective unless a majority of the members of the committee present at the meeting at which it was passed are Directors. The power or discretion which may be delegated to any such committee shall include (without limitation) any powers and discretions whose exercise involves or may involve the payment of remuneration to, or the conferring of any other benefit on, all or any of the Directors). Any such delegation may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the provisions of these Articles regulating the proceedings of Directors so far as they are capable of applying.

### **72. Appointment of Attorneys**

The Directors, from time to time and at any time by power of attorney under the Seal, may appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit. Any such power of attorney may contain such provisions for the protection of persons dealing with any such attorney as the Directors may think fit and

may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him. Notwithstanding the generality of the foregoing, the Directors may appoint an attorney for the purpose of exercising their power to allot relevant securities as more particularly described in Article 4 hereof.

### **73. Payments and Receipts**

All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.

### **74. Investment Objectives**

- (a) Subject to the provisions of the Regulations the Directors shall determine the investment objectives and policies (including the permissible forms of Investments) and restrictions applying to the Company and the investment objectives of the Company from time to time determined by the Company shall be as set out in Prospectus.
- (b) The assets of each Company shall be invested in Investments subject to the restrictions and limits imposed under the Regulations and under these Articles.
- (c) Subject to authorisation by the Central Bank more than 35% and up to 100% of the net assets of the Company may be invested in transferable securities and money market instruments issued or guaranteed by any Member State of the European Union, its local authorities, or issued or guaranteed by any of the following:

The governments of Australia, Canada, Japan, New Zealand, Norway, Switzerland, the United States or any of the following public international bodies of which one or more Members States are members: International Bank for Reconstruction and Development, The Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank, Inter-American Development Bank, African Development Bank, International Finance Corporation and Council of Europe, provided that the Company holds securities from at least six different issues with securities from any one issue not exceeding 30 per cent of its Net Asset Value

- (d) Subject to authorisation by the Central Bank more than 35% and up to 100% of the net assets of the Company may be invested in transferable securities and money market instruments issued or guaranteed by any Member State of the European Union, its local authorities, non-Member States of the European Union or public international body of which one or more Member States of the European Union are members and issued or guaranteed by any of the following:

OECD Governments (provided the relevant issues are investment grade), Brazil (provided the issues are of investment grade), India (provided the issues are of investment grade), Singapore, European Investment Bank, European Bank for Reconstruction and Development, International Finance Corporation, International Monetary Company, Euratom, The Asian Development Bank, European Central Bank, Council of Europe, Eurofima, African Development Bank, The International Bank for Reconstruction and Development (The World Bank), The Inter American Development Bank, European Union, Federal National Mortgage Association (Fannie Mae), Federal Home Loan Mortgage Corporation (Freddie Mac), Government National Mortgage Association (Ginnie Mae), Student Loan Marketing Association

(Sallie Mae), Federal Home Loan Bank, Federal Farm Credit Bank and Tennessee Valley Authority.

- (e) The Company may (subject to the Regulations and the prior approval of the Central Bank) own all the issued share capital of any entity (the shares and assets of which shall be held by the Custodian) which the Directors consider it necessary or desirable for the Company, with the prior approval of the Central Bank, to incorporate or acquire or utilise in connection with the carrying on only of the business of management, advice or marketing in the country where that entity is located, in regard to the redemption of Shares at Members' request exclusively on the Company's behalf. None of the limitations or restrictions referred to in paragraphs (a) or (b) above, shall apply to Investments in, loans to or deposits with any such entity, and for the purpose of paragraphs (a) and (b) above Investments or other property held by any such private company shall be deemed to be held directly for the Company.
- (f) Subject to the provisions of the Regulations, the Company may, invest up to 20% (35% in certain circumstances and only then in respect of a single issuer) of a Company's net assets in transferable securities issued by the same body where the aim of the investment policy of the Company is to replicate the composition of a certain index.
- (g) With the exception of permitted investments in unlisted securities the Company will only invest in those securities and financial derivative instruments listed or traded on a Regulated Market (including derivative market) which meets with the Central Bank's requirements that they are regulated, operate regularly, recognised and are open to the public and which is listed in the Prospectus.

#### **75. Borrowing Powers and Efficient Portfolio Management**

- (a) Subject as hereinafter provided the Directors may exercise all the powers of the Company to borrow or raise money (including the power to borrow for the purpose of repurchasing shares) and to issue debentures, debenture stock or other securities, whether outright or as collateral security for any debt, liability or obligation of the Company. The Custodian may give a charge over the assets of the Company or any part thereof in order to secure borrowings.
- (b) Nothing herein contained shall permit the Directors or the Company to borrow other than in accordance with the provisions of the Regulations.
- (c) To achieve its investment objectives the Company may employ techniques and instruments relating to the Investments subject to the conditions and within the limits from time to time laid down by the Central Bank provided such techniques and instruments are used for efficient portfolio management or for providing protection against exchange risks.
- (d) The Company may lend securities for the purpose of efficient portfolio management, in accordance with the guidelines laid down from time to time by the Central Bank.

### **PART XVI - APPOINTMENT AND DISQUALIFICATION OF DIRECTORS**

#### **76. Eligibility for Appointment**

No person shall be appointed a Director at any general meeting unless he is recommended by the Directors or, not less than six nor more than thirty Clear Days before the date appointed for the meeting, notice executed by a Member qualified to vote at the meeting has been given

to the Company of the intention to propose that person for appointment stating the particulars which would be required, if he were so appointed, to be included in the Company's register of Directors together with notice executed by that person of his willingness to be appointed.

The Directors may at the expense of the Company and subject to all applicable laws purchase and maintain insurance for the benefit of Directors and others against liabilities incurred in connection with the discharge of their functions in relation to the Company or any subsidiary of the Company.

#### **77. Appointment of Additional Directors**

- (a) Subject as aforesaid, the Company by Ordinary Resolution may appoint a person to be a Director either to fill a vacancy or as an additional Director.
- (b) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with these Articles as the maximum number of Directors.

#### **78. Disqualification of Directors**

The office of a Director shall be vacated ipso facto if:

- (a) he ceases to be a Director by virtue of or becomes prohibited or restricted from being a Director by means of any provision of the Acts or he becomes prohibited by law from being a Director;
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (c) he becomes of unsound mind;
- (d) he resigns his office by notice in writing by him and left at the registered office of the Company;
- (e) he is requested by a majority of the other Directors (being not less than two in number) to vacate office;
- (f) he is removed from office by ordinary resolution of the Company;
- (g) he shall have been absent from meetings of the Directors for six successive months without leave expressed by a resolution of the Directors and the Directors pass a resolution that by reason of such absence he has vacated office.

### **PART XVII - DIRECTORS' OFFICES AND INTERESTS**

#### **79. Executive Offices**

- (a) The Directors may appoint one or more of their body to the office of Managing Director or Joint Managing Director or to any other executive office under the Company (including, where considered appropriate, the office of Chairman) on such terms and for such period as they may determine and, without prejudice to the terms

of any contract entered into in any particular case, may revoke any such appointment at any time.

- (b) A Director holding any such executive office shall receive such remuneration, whether in addition to or in substitution for his ordinary remuneration as a Director and whether by way of salary, commission, participation in profits or otherwise or partly in one way and partly in another, as the Directors may determine.
- (c) The appointment of any Director to the office of Chairman or Managing or Joint Managing Director shall determine automatically if he ceases to be a Director but without prejudice to any claim for damages for breach of any contract of service between him and the Company.
- (d) The appointment of any Director to any other executive office shall not determine automatically if he ceases from any cause to be a Director unless the contract or resolution under which he holds office shall expressly state otherwise, in which event such determination shall be without prejudice to any claim for damages for breach of any contract of service between him and the Company.
- (e) A Director may hold any other office or place of profit under the Company (except that of Auditor) in conjunction with his office of Director, and may act in a professional capacity to the Company, on such terms as to remuneration and otherwise as the Directors may determine.

#### **80. Directors' Interests**

- (a) No Director shall be disqualified by his office from contracting with the Company as vendor, purchaser or otherwise, nor shall any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested be liable to be avoided, nor shall any Director who is so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established, but the nature of his interest must be declared by him at the meeting of the Directors at which the proposal to enter into the contract or agreement is first considered or, if the Director in question was not at the date of that meeting interested in the proposed contract or arrangement, at the next Directors' meeting held after he becomes so interested. A general notice in writing given to the Directors by any Director to the effect that he is a member of any specified company or firm and is to be regarded as interested in any contract or arrangement which may thereafter be made with that company or firm is deemed to be a sufficient declaration of interest in relation to any contract or arrangement so made.

#### **81. Restriction on Directors' Voting**

- (a) Save as otherwise provided by these Articles, a Director may vote at a meeting of the Directors or a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest which is material or a duty which conflicts. A Director shall not be counted in the quorum present at a meeting in relation to any such resolution on which he is not entitled to vote.

- (b) A Director shall be entitled (in the absence of some other material interest than is indicated below) to vote (and be counted in the quorum) in respect of any resolutions concerning any of the following matters, namely:
- (i) the giving of any security, guarantee or indemnity to him in respect of money lent by him to the Company or obligations incurred by him at the request of or for the benefit of the Company or any of its subsidiary or associated companies;
  - (ii) the giving of any security, guarantee or indemnity to a third party in respect of a debt or obligation of the Company for which he himself has assumed responsibility in whole or in part or in respect of the purchase of directors' and officers' liability insurance;
  - (iii) any proposal concerning any offer of shares by the Company in which offer he is or is to be interested as a participant in the underwriting or sub-underwriting thereof;
  - (iv) any proposal concerning any other company in which he is interested, directly or indirectly and whether as an officer or shareholder or otherwise howsoever, provided that he is not the holder of or beneficially interested in 5% or more of the issued shares of any class of such company or of the voting rights available to members of such company (or of a third company through which his interest is derived) (any such interest being deemed for the purposes of this Article to be a material interest in all circumstances); or
- (c) Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company or any company in which the Company is interested, such proposals may be divided and considered in relation to each Director separately and in such case each of the Directors concerned (if not debarred from voting under sub-paragraph (b)(iv) of this Article) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.
- (d) If a question arises at a meeting of Directors or of a committee of Directors as to the materiality of a Director's interest or as to the right of any Director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question may be referred, before the conclusion of the meeting, to the chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive.
- (e) For the purposes of this Article, an interest of a person who is the spouse or a minor child of a Director shall be treated as an interest of the Director and, in relation to an alternate Director, an interest of his appointor shall be treated as an interest of the alternate Director.
- (f) The Company by Ordinary Resolution may suspend or relax the provisions of this Article to any extent or ratify any transaction not duly authorised by reason of a contravention of this Article.

## **PART XVIII - PROCEEDINGS OF DIRECTORS**

### **82. Convening and Regulation of Directors' Meetings**

- (a) Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the Secretary at the request of a Director shall, call a meeting of the Directors. Any Director may waive notice of any meeting and any such waiver may be retrospective. If the Directors so resolve, it shall not be necessary to give notice of a meeting of Directors to any Director or alternate Director who, being a resident of the State, is for the time being absent from the State.
- (b) Notice of a meeting of the Directors shall be deemed to be duly given to a Director if it is given to him personally or by word of mouth or sent in writing by delivery, post, cable, telegram, telex, telefax, electronic mail or any other means of communication approved by the Directors to him at his last known address or any other address given by him to the Company for this purpose.

### **83. Quorum for Directors' Meetings**

- (a) The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be two (2). A person who holds office only as an alternate Director shall, if his appointor is not present, be counted in the quorum but notwithstanding that such person may act as alternate Director for more than one Director he shall not count as more than one for the purposes of determining whether a quorum is present.
- (b) The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these Articles, the continuing Directors may act for the purpose of filling of vacancies in their number, or of convening General Meetings of the Company, but for no other purpose. If there are no Directors or Director able or willing to act, then any two Members may summon a General Meeting for the purpose of appointing Directors.

### **84. Voting at Directors' Meetings**

- (a) Questions arising at any meeting of Directors shall be decided by a majority of votes. Where there is an equality of votes, the Chairman of the meeting shall have a second or casting vote. A Director who is also an alternate Director for one or more Directors shall be entitled in the absence of any such appointor from a meeting to a separate vote at such meeting on behalf of each such appointor in addition to his own vote.
- (b) Subject as hereinafter provided, each Director present and voting shall have one vote and in addition to his own vote shall be entitled to one vote in respect of each other Director not present at the meeting who shall have authorised him in respect of such meeting to vote for such other Director in his absence. Any such authority may relate generally to all meetings of the Directors or to any specified meeting or meetings and must be in writing and may be sent by delivery, post, cable, telegram, telex, telefax, electronic mail or any other means of communication approved by the Directors and may bear a printed or facsimile signature of the Director giving such authority. The authority must be delivered to the Secretary for filing prior to or must be produced at the first meeting at which a vote is to be cast pursuant thereto provided that no Director shall be entitled to any vote at a meeting on behalf of another Director pursuant to the paragraph if the other Director shall have appointed an alternate Director and that alternate Director is present at the meeting at which the Director proposes to vote pursuant to this paragraph.

**85. Telecommunication Meetings**

Any Director or alternate Director may participate in a meeting of the Directors or any committee of the Directors by means of conference telephone or other telecommunications equipment by means of which all persons participating in the meeting can hear each other speak and such participation in a meeting shall constitute presence in person at the meeting.

**86. Appointment of Chairman**

The Directors may from time to time elect and remove a Chairman and, if they think fit, a Deputy Chairman and determine the period for which they respectively are to hold office. The Chairman or failing him, the Deputy Chairman shall preside at all meetings of the Directors, but if there is no Chairman or Deputy Chairman, or if at any meeting the Chairman or Deputy Chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the Meeting.

**87. Validity of Acts of Directors**

All acts done by any meeting of Directors or of a committee of Directors or by any person acting as a Director, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, shall be as valid as if every person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

**88. Minutes kept by Directors**

The Directors shall cause minutes to be made of:

- (a) all appointments of officers made by the Directors.
- (b) the names of the Directors present at each meeting of the Directors and of any committee of Directors.
- (c) all resolutions and proceedings of all meetings of the Company and of the Directors and of committees of Directors.

Any such minutes if purporting to be signed by the Chairman of the meeting at which the proceedings took place, or by the Chairman of the next succeeding meeting, shall, until the contrary be proved, be conclusive evidence of their proceedings.

**PART XIX - MANAGEMENT**

**89. Investment Manager and Administrator**

Without prejudice to the generality of Article 71 of these Articles, but subject to the prior approval of the Central Bank, the Directors may appoint such persons, firms or corporations to act respectively as Investment Manager and Administrator to the Company in accordance with the terms of the Investment Management Agreement and Administration Agreement and may entrust to and confer upon the Investment Manager and Administrator so appointed any of the relevant powers, duties, discretions and/or functions exercisable by them as Directors, upon such terms and conditions including the right to remuneration payable by the Company and indemnification by the Company and with such powers of delegation and such restrictions



as they think fit and either collaterally with or to the exclusion of their own powers. In the event that the Investment Manager and/or the Administrator shall resign or be dismissed or its appointment shall otherwise terminate, the Directors shall use their best endeavours to appoint subject to the approval of the Central Bank, some other person firm or corporation to act as Investment Manager or Administrator (as the case may be) in its place.

## **90. Custodian**

- (a) The Directors shall, subject to the approval of the Central Bank, appoint a Custodian in accordance with the terms of the Custodian Agreement who shall:
  - (i) hold all the assets of the Company and all of its subsidiaries (established for efficient portfolio management purposes);
  - (ii) perform the duties prescribed by the Regulations and the Custodian Agreement; and
  - (iii) perform such other duties upon such terms as the Directors may from time to time agree in writing with the Custodian and the Custodian shall have power to appoint sub-custodians.
- (b) In consideration for its services as Custodian, the Custodian shall be entitled to be paid by the Company such fees, expenses and other disbursements (including value added tax) as may be agreed between both.
- (c) If for good and sufficient reasons the Directors are of the opinion and that a change of Custodian is desirable, then subject to the approval of the Central Bank, the Custodian may be removed by notice given in writing by the Directors to the Custodian in accordance with the terms of the Custodian Agreement. In such circumstances or in circumstances where the Custodian has notified the Company of its wish to retire the Directors shall endeavour to find a new custodian to act as Custodian to the Company and provided that such new custodian has been approved to act as custodian to the Company by the Central Bank, the Directors shall by a supplemental Custodian Agreement or a new Custodian Agreement appoint such new custodian to be the Custodian in place of the removed or retiring Custodian. The Custodian shall not cease to be custodian of the Company unless it has been replaced by another custodian with the prior approval of the Central Bank or the authorisation of the Company has been revoked by the Central Bank.
- (d) In the event that no new Custodian is appointed within the notice period specified in the Custodian Agreement for the removal or notice of resignation of the existing Custodian, the Company shall convene a general meeting at which a resolution to wind up the Company will be considered and, in the event that such resolution is passed, shall serve notice to all Shareholders and shall redeem all Shares issued which have not been re-purchased at the Redemption Price determined on the Dealing Day on which such notice to Shareholders expires provided that the existing Custodian shall remain in office until the authorisation of the Company has been revoked by the Central Bank.

## **PART XX - THE SECRETARY**

### **91. Appointment of Secretary**

Subject to the provisions of the Acts, the Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them.

**92. Assistant or Acting Secretary**

Anything required or authorised by the Acts or these Articles to be done by the Secretary may be done, if the office is vacant or there is for any other reason no Secretary readily available and capable of acting, by or to any assistant or acting secretary or, if there is no assistant or acting secretary readily available and capable of acting, by or to any officer of the Company authorised generally or specially in that behalf by the Directors.

**PART XXI - THE SEAL**

**93. Use of Seal**

The Directors shall ensure that the Seal (including any official securities seal kept pursuant to the Acts) shall be used only by the authority of the Directors or of a committee authorised by the Directors.

**94. Seal for Use Abroad**

The Company may exercise the powers conferred by the Acts with regard to having an official seal for use abroad and such powers shall be vested in the Directors.

**95. Signature of Sealed Instruments**

Every instrument to which the Seal shall be affixed shall be signed by a Director and shall also be signed by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose. The Company may have, for use for sealing certificates, an official seal which is a facsimile of the Seal with the addition on its face of the word "Securities" and certificates on which the Securities Seal is used shall not require to be signed by any person.

**PART XXII - DIVIDENDS AND RESERVES**

**96. Declaration of Dividends**

Subject to the provisions of the Acts, the Company may by Ordinary Resolution declare such dividends on any class of Participating Shares as appear to the Directors to be justified by the profits of the Company and no dividend shall exceed the amount recommended by the Directors. No dividend shall be payable to the holders of Subscriber Shares.

**97. Interim Dividends**

Subject to the provisions of the Acts, the Directors may from time to time if they think fit or the Administrator may in accordance with procedures adopted by the Directors declare and pay such interim dividends on Participating Shares of any class as appear to the Directors to be justified by the profits of the relevant class.

**98. Source of Dividends**

No dividend shall be payable except out of such funds as may be lawfully distributed as dividends in accordance with the Regulations. Dividends may be paid out of the Company's net income (whether in the form of income from dividends, interest or otherwise), and/or

realised gains net of realised and unrealised losses or realised and unrealised gains net of realised and unrealised losses during the accounting period.

**99. Receipts**

If several persons are registered as joint holders of any Participating Share, any one of them may give effectual receipts for any dividend or other moneys payable on or in respect of the Participating Shares.

**100. Dividends in Specie**

A general meeting declaring a dividend may direct, upon the recommendation of the Directors, that the Directors may satisfy any dividend or capital sum payable to holders of the Participating Shares of any class in whole or in part by distributing to them in specie any of the assets of the Company.

**101. Reinvestment of Dividends**

- (a) Subject to the right of election provided for in paragraph (b) below dividends declared in accordance with the provisions of these Articles will be paid as provided in sub-paragraph (ii) below and used in payment for additional Participating Shares (the “Additional Shares”) upon such terms and conditions and in such manner as the Directors shall determine. Each holder of Participating Shares who has not made such election under sub-paragraph (b) below (a “Holder”) shall be entitled to receive an allotment of such number of Additional Shares credited as fully paid up, which, calculated by reference to the Net Asset Value of the Participating Shares as at the Valuation Point immediately after said payment is nearly as possible equal to (but not in excess of) the cash amount of the relevant dividend.
- (b) The number of Additional Shares to which a Holder is entitled shall be such number of Additional Shares the aggregate Subscription Price of which (ruling at the Relevant Period) is equal as nearly as may be to the amount of the dividend to which that Holder is entitled. For the purposes of this Article 101 “Relevant Period” means the Valuation Point preceding the date of payment of the relevant dividend.
  - (i) The cash amount of the dividend on or in respect of Participating Shares held by the Holders shall be paid to the Custodian who shall apply the same in paying up in full the appropriate number of Additional Shares for allotment and distribution credited as fully paid to the Holders. The Directors may do all acts and things considered necessary or expedient to give effect to any such allotment.
  - (ii) The Additional Shares allotted to the Holders shall rank *pari passu* in all respects with the Participating Shares then in issue save only as regards participation in the relevant dividend.
  - (iii) Notwithstanding the generality of the foregoing, when making an application for Participating Shares, or otherwise on the acquisition of Participating Shares, each applicant or transferee shall be entitled to elect by service of notice In writing on the Company to receive cash in satisfaction of the whole of any dividends that may be payable on the Participating Shares for which application is made or which are acquired (save in respect of dividends amounting to less than such amount as may be set out in the Prospectus).

- (iv) Where any such election referred to in sub-paragraph (i) above is in force a holder of Participating Shares may, by serving notice in writing on the Company, revoke that election, which revocation must be received at the Office at least 21 days before the next following Relevant Period to be effective in respect of dividends declared in respect of that date.
  - (v) An election shall be personal to the holder of Participating Shares concerned in his capacity as a holder and, in respect of any Participating Shares transferred, shall automatically cease to have effect upon registration of the transfer or transmission of the relevant Participating Shares but shall continue in effect in respect of Participating Shares retained.
- (c) A holder of Participating Shares who has made an election in accordance with paragraph (b)(i) shall be deemed to have made an election in respect of any further such Participating Shares registered in his name in the Register in relation to all dividends declared on such Participating Shares, until he revokes such election.
- (d) Without prejudice to but notwithstanding the foregoing provisions of this Article, the Directors may on occasion determine that such right of election to have dividends paid in cash shall be subject to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to any legal or fiscal problems under the laws of, or the requirements of, any regulatory or taxation authority in any territory.

#### **102. Ranking of Dividends**

If any Participating Share is issued on terms providing that it shall rank for dividend as and from or after a particular date, or to a particular extent, such Participating Share shall rank for dividend accordingly.

#### **103. Payment of Dividends**

Any dividend in respect of any Participating Share will be paid by telegraphic transfer (less expenses) or cheque to the bank account indicated on the Shareholder's most recent form for application for Participating Shares or other written instructions to the Company or its authorised agents. If no such instructions have been given, dividends will be sent by cheque, by post (at the Shareholder's risk) to the relevant Shareholder's address as set out in the Shareholders' Register and, in the case of joint holders, the joint holder whose name stands first in the Shareholders' Register. Every such cheque shall be made payable to the order of the person to whom it is sent and payment of the cheque shall be a good discharge to the Company. Any joint holder or other person jointly entitled to a Participating Share as aforesaid may give receipts for any dividend or other moneys payable in respect of the Participating Share.

#### **104. Dividends not to bear Interest**

No dividend or other moneys payable in respect of a Participating Share shall bear interest against the Company unless otherwise provided by the rights attached to the Participating Share.

#### **105. Payment to Holders on a Particular Date**

Any resolution declaring a dividend on Participating Shares of any class, whether a resolution of the Company in general meeting or a resolution of the Directors, may specify that the same may be payable to the persons registered as the holders of such Participating Shares at the close of business on a particular date, notwithstanding that it may be a date prior to that on

which the resolution is passed, and thereupon the dividend shall be payable to them in accordance with their respective holdings so registered, but without prejudice to the rights inter se of transferors and transferees of any such Participating Shares in respect of such dividend. The provisions of this Article shall apply, mutatis mutandis, to capitalisations to be effected in pursuance of these Articles.

#### **106. Unclaimed Dividends**

If the Directors so resolve, any dividend which has remained unclaimed for six years from the date of its declaration shall be forfeited and cease to remain owing by the Company and shall become the property of the Company. The payment by the Directors of any unclaimed dividend or other moneys payable on or in respect of a Participating Share into a separate account shall not constitute the Company a trustee in respect thereof.

#### **107. Payment from Equalisation Account**

The holder of a Participating Share in respect of whom an equalisation payment has been made out of the relevant Equalisation Account, shall, subject to Article 127, be entitled to have such equalisation payment returned to him by the Company on the occasion of the payment of a dividend and the amount payable to him by way of dividend shall be reduced by the amount so returned to him.

#### **108. Currency of Payment and Foreign Exchange Transactions**

Where payments in respect of the subscription or redemption of Participating Shares or dividend payments are tendered or requested in a currency other than the Base Currency of the relevant Share class of the Company, any necessary foreign exchange transactions will be arranged by the Administrator for the account of, and at the risk and expense of, the investor, in the case of subscriptions at the time cleared funds are received, in the case of redemptions at the time the request for redemption is received and accepted, and in the case of dividends at the time of payment.

#### **109. Reserves**

Before recommending any dividend, whether preferential or otherwise, the Directors may carry to reserve out of the profits of the Company such sums as they think proper. All sums standing to reserve may be applied from time to time in the discretion of the Directors for any purpose to which the profits of the Company may be properly applied and at the like discretion may be either employed in the business of the Company or invested in such Investments as the Directors may lawfully determine. The Directors may divide the reserve into such special funds as they think fit and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided as they may lawfully determine. Any sum which the Directors may carry to reserve out of the unrealised profits of the Company shall not be mixed with any reserve to which profits available for distribution have been carried. The Directors may also carry forward, without placing the same to reserve, any profits which they may think it prudent not to divide.

### **PART XXIII - CAPITALISATION OF PROFITS OR RESERVES**

#### **110. Distributable Profits and Reserves**

The Company in general meeting may resolve, upon the recommendation of the Directors, that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts (including capital reserves) or to the credit of the profit and loss account or which is otherwise available for distribution and not required for

payment of dividend on any shares with a preferential right to dividend amongst the Members may who would have been entitled thereto if distributed by way of dividend and in the same proportion on condition that the same be not paid in cash but be applied either in or towards paying up in full unissued shares of the Company to be allotted and distributed credited as fully paid up to and amongst such Members in the proportion aforesaid, or partly in one way and partly in the other, and the Directors shall give effect to such resolution.

#### **111. Non-Distributable Profits and Reserves**

Without prejudice to any powers conferred on the Directors as aforesaid, the Company in general meeting may resolve, on the recommendation of the Directors, that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account which is not available for distribution by applying such sum in paying up in full unissued shares to be allotted as fully paid bonus shares to those members of the Company who would have been entitled to that sum if it were distributable and had been distributed by way of dividend (and in the same proportions) and the Directors shall give effect to such resolution.

#### **112. Implementation of Capitalisation Issues**

Whenever such a resolution is passed in pursuance of either of the two immediately preceding Articles, the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby and all allotments and issues of fully paid shares, if any, and generally shall do all acts and things required to give effect thereto with full power to the Directors to make such provisions as they shall think fit for payment in cash or otherwise for the case of shares becoming distributable in fractions and to authorise any person to enter on behalf of all the Members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares to which they may become entitled upon such capitalisation or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such Members.

### **PART XXIV - NOTICES**

#### **113. Notices in Writing**

Any notice to be given, served or delivered pursuant to these Articles shall be in writing.

#### **114. Service of Notices**

- (a) A notice to be given in pursuance of these Articles may be given to, served on or delivered to any Member:
  - (i) by handing same to him or his authorised agent;
  - (ii) by leaving the same at his registered address;
  - (iii) by sending the same by the post in a prepaid cover addressed to him at his registered address; or

- (iv) by sending the same by telefax or electronic means to such telefax number or electronic address as may have been provided by the Member to the Company.
- (b) Where a notice or document is given pursuant to sub-paragraph (a)(i) or (a)(ii) of this Article, the giving thereof shall be deemed to have been effected at the time the same was handed to the Member or his authorised agent, or left at his registered address (as the case may be).
- (c) Where a notice is given pursuant to sub-paragraph (a)(iii) of this Article, the giving thereof shall be deemed to have been effected at the expiration of one day after the cover containing it was posted. In proving service or delivery it shall be sufficient to prove that such cover was properly addressed, stamped and posted.
- (d) Where a notice is given pursuant to sub-paragraph (a)(iv) of this Article, the giving thereof shall be deemed to have been effected at the time of termination of the transmission.
- (e) Every legal personal representative, committee, receiver, curator bonis or other legal curator, assignee in bankruptcy or liquidator of a Member shall be bound by a notice given as aforesaid if sent to the last registered address of such Member, notwithstanding that the Company may have notice of the death, lunacy, bankruptcy, liquidation or disability of such Member.
- (f) Without prejudice to the provisions of sub-paragraphs (a)(i), (a)(ii) and (a)(iv) of this Article, if at any time by reason of the suspension or curtailment of postal services within the State, the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised on the same day in at least one leading national daily newspaper published in the State and such notice shall be deemed to have been duly served on all Members entitled thereto at noon on the day on which the said advertisement or advertisements shall appear.
- (g) Notwithstanding anything contained in this Article the Company shall not be obliged to take account of or make any investigations as to the existence of any suspension or curtailment of postal services within or in relation to all or any part of any jurisdiction or other area other than the State.

#### **115. Service on Joint Holders**

A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holder whose name stands first in the Register in respect of the share and notice so given shall be sufficient notice to all the joint holders.

#### **116. Service on Transfer or Transmission of Shares**

- (a) Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the Register in respect of the share, has been duly given to a person from whom he derives his title.
- (b) Without prejudice to the provisions of these Articles allowing a meeting to be convened by newspaper advertisement a notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a Member by sending or delivering it, in any manner authorised by these Articles for the giving of notice to a Member, addressed to them at the address, if any, supplied by them for

that purpose. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

**117. Signature to Notices**

The signature to any notice to be given by the Company may be written or printed.

**118. Deemed Receipt of Notices**

A Member present, either in person or by proxy, at any meeting of the Company or the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

**119. Entitlement to Notices**

Notice of every general meeting shall be given in any manner herein authorised to:

- (a) every Member;
- (b) every person upon whom the ownership of a share devolves by reason of his being a personal representative, or the Official Assignee in bankruptcy of a Member, where the Member but for his death or bankruptcy would be entitled to receive notice of the meeting;
- (c) the Directors;
- (d) the Administrator;
- (e) the Custodian;
- (f) the Investment Manager; and
- (g) the Auditors.

No other person shall be entitled to receive notices of general meetings.

**PART XXV - WINDING UP**

**120. Distribution on Winding Up**

- (a) If the Company shall be wound up, the liquidator shall, subject to the provisions of the Acts, apply the assets of the Company on the basis that any liability incurred or attributable to a Company shall be discharged solely out of the assets of the Company.
- (b) The assets available for distribution among the Members shall then be applied in the following priority:
  - (i) firstly, in the payment to the holders of the Participating Shares of each class a sum in the currency in which that class is designated or in any other currency selected by the liquidator as nearly as possible equal (at a rate of exchange determined by the liquidator) to the Net Asset Value of the Participating Shares held by such holders respectively as at the date of commencement to wind up provided that there are sufficient assets available



to enable such payment to be made. In the event that, as regards any class of Participating Shares, there are insufficient assets available in the relevant class of Participating Shares to enable such payment to be made, recourse shall be had to the assets of the Company (if any) not comprised within any class of Participating Shares and not (save as provided in the Acts) to the assets comprised within any classes of Participating Shares;

- (ii) secondly, in the payment to the holders of the Participating Shares of any balance then remaining and not comprised within any class to the value of each class and in proportion to the number of Participating Shares held in that class.

#### **121. Distribution in Specie**

If the Company shall be wound up (whether the liquidation is voluntary, under supervision or by the Court) the liquidator may, with the authority of a Ordinary Resolution and any other sanction required by the Acts, divide among the Members in specie the whole or any part of the assets of the Company, and whether or not the assets shall consist of property of a single kind, and may for such purposes set such value as he deems fair upon any one or more class or classes of property, and may determine how such division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of Members as the liquidator, with the like authority, shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no Member shall be compelled to accept any assets in respect of which there is liability and any member may instruct the liquidator to sell any assets, to which he is entitled, on his behalf. The liquidator may with a like authority transfer the whole or part of the assets of the Company to a company (“the Transferee Company”) on terms that members of any class of Share in the Company shall receive from the Transferee Company Shares in the Transferee Company of the equivalent value to their shareholding in the Company and liquidator shall be entitled with such authority to enter into an arrangement with the Transferee Company to give effect to any such transfer.

### **PART XXVI - MISCELLANEOUS**

#### **122. Destruction of Records**

The Company shall be entitled to destroy all instruments of transfer of shares which have been registered at any time after the expiration of six years from the date of registration thereof and all dividend mandates and notifications of change of address at any time after the expiration of two years from the date of recording thereof and all share certificates which have been cancelled at any time after the expiration of one year from the date of cancellation thereof. It shall conclusively be presumed in favour of the Company that every entry in the Register purporting to have been made on the basis of an instrument or transfer or other document so destroyed was duly and properly made and a valid and effective instrument duly and properly registered and every share certificate so destroyed was a valid and effective certificate duly and properly cancelled and every other document hereinbefore mentioned in accordance with the recorded particulars thereof in the books or records of the Company. PROVIDED ALWAYS that:

- (a) the provisions aforesaid shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;
- (b) nothing herein contained shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or

in any other circumstances which would not attach to the Company in the absence of this Article;

- (c) references herein to the destruction of any document include references to the disposal thereof in any manner.

### **123. Accounts**

The Directors shall cause to be kept proper accounts with respect to:

- (a) all sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure take place;
- (b) all sales and purchases of the Company; and
- (c) the assets and liabilities of the Company.

### **124. Maintenance of Books of Accounts**

The books of account shall be kept at the Office, or at such other place as the Directors think fit, and shall always be open to inspection by the Directors. No Member (other than a Director) shall have the right of inspecting any account or book or document of the Company except as conferred by the Acts or authorised by the Directors or by the Company in general meeting.

### **125. Approval of Accounts**

- (a) The Directors shall from time to time in accordance with the provisions of the Acts and the Regulations, cause to be prepared and to be laid before the Company in general meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are specified in the Acts and the Regulations made up to the accounting date in each year or such other date as the Directors may from time to time decide.
- (b) A printed copy of every account, balance sheet and report which are laid before the Company in general meeting in accordance with this Article 125 together with the Auditor's and Custodian's report thereon shall not less than 21 days previous to the Meeting be served on every person entitled under the provisions of the Acts to receive them PROVIDED THAT this Article shall not require a copy of these documents to be sent to more than one of the joint holders of any shares.

### **126. Reports**

- (a) The Company shall prepare an unaudited half yearly report for the first six months of each financial year. Such report shall be in a form approved by the Central Bank and shall contain the information required under the Regulations.
- (b) Copies of the half yearly report shall be sent to Members not later than two months from the end of the period to which it relates.
- (c) The Company shall provide the Central Bank with all reports and information to which it is entitled under the Regulations.

### **127. Equalisation Account**

- (a) The Directors may from time to time at their discretion operate an Equalisation Account for the Company, so as to ensure that holders of Shares participate in the income on such Shares on an equitable basis including (without prejudice to the generality of the foregoing) providing for the payment out of such account capital sums to equalise the amount available for allocation attributable to such holders of Shares upon such basis as the Directors in their discretion determine.
- (b) The Directors are also empowered to approve such arrangements as they consider appropriate whereby adjustments are made to the Subscription Prices and Redemption Prices and value of Shares to ensure, so far as practicable, inter alia, that all Shares of the same Class have the same Net Asset Value per Share, that Members have the same capital per Share of the same Class at risk in the Company and participate on an equitable basis in the profits and losses of the Company. Without prejudice to the generality of the foregoing, the Directors may in their discretion make such arrangements as are required for an equitable treatment of Members as to any performance, incentive or similar fees due from the Company including those referred to in the Prospectus, which arrangements may include redeeming a portion of a Member's shareholding either for no consideration, or at par value, in which case the Company shall retain the aggregate par value of the redeemed Shares (and in either case applying the value of such Shares in payment of fees) on receiving from a Member on subscription an additional sum by way of equalisation credit to be held toward a potential future subscription for Shares in order to equitably adjust such Member's aggregate holding.
- (c) The Directors may in their discretion issue Shares of each Class and may convert by way of a re-designation or otherwise one or more Class into Classes of the same Share, to the extent and in such circumstances as they may deem it necessary or desirable including, without limitation, in order to effect or facilitate any arrangements or adjustments referred to in (b) above, each Classes ranking equally in priority and preference with every other Class of the same Shares except to the extent specified by the Directors and necessary or desirable for the foregoing purposes.

## **128. Auditors**

Auditors shall be appointed and their duties regulated in accordance with the Acts.

## **129. Dealings by Administrator, etc.**

- (a) Any person being the Investment Manager, the Custodian or the Administrator and any associate of the Investment Manager, the Custodian or the Administrator may:
  - (i) become the owner of Participating Shares in the Company and hold dispose or otherwise deal with Participating Shares as if that person were not such a person; or
  - (ii) deal in property of any description on that person's individual account notwithstanding the fact that property of that description is included in the property of the Company; or
  - (iii) act as agent or principal in the sale or purchase of property to or from the Custodian for the account of the Company without that person having to account to any other such person, to the Members or to any of them for any profits or benefits made by or derived from or in connection with any such transaction, provided that such transactions are carried out as if effected on normal commercial terms negotiated at arms length.

- (b) Transactions permitted by paragraph (a)(iii) must be in the best interests of Members and are subject to:
  - (i) certified valuation by a person approved by the Custodian (or the Directors in the event of a transaction with the Custodian) as independent and competent;
  - (ii) execution on best terms on organised exchanges under their rules; or
  - (iii) where (i) and (ii) are not practical, execution on the terms which the Custodian (or the Directors in the case of a transaction with the Custodian) is satisfied conforms to the principle outlined in paragraph (a)(iii).
- (c) The Custodian may hold funds for the Company, subject to the provisions of Section 30 of the Central Bank Act 1989. Any funds held by the Custodian for the Company must be held on terms which comply with paragraph (a)(iii).

### **130. Restriction on Modifications to Articles**

No modification, rescission, alteration or amendment shall be made to the Memorandum or Articles of Association of the Company which would result in the Company ceasing to be authorised under the Regulations. The approval of the Central Bank shall be required to any amendment to the Memorandum or Articles of Association.

### **131. Indemnity**

- (a) Subject to the provisions of and insofar as may be permitted by the Acts and the Regulations, every Director, Secretary and other officer or servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company to pay all costs, losses and expenses which any such officer or servant may incur or become liable to by reason of any contract entered into, or act or thing done by him as such officer or servant or in any way in discharge of his duties (otherwise than in the case of negligence or wilful default), including travelling expenses, and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the Company and have priority as between the Members over all other claims.
- (b) Subject to the provisions of and insofar as may be permitted by the Regulations, the Administrator, the Investment Manager and the Custodian shall be entitled to such indemnity from the Company under such terms and subject to such conditions and exceptions and with such entitlement to have recourse to the assets of the Company with a view to meeting and discharging the costs thereof as shall be provided under the Administration Agreement, the Investment Management Agreement and the Custodian Agreement respectively.
- (c) A holder of Participating Shares shall indemnify the Company for any loss incurred by the Company by virtue of the fact that the Holder acquired or held Participating Shares in breach of these Articles.

### **132. Overriding Provisions**

In the event of there being any conflict between the provisions of these Articles and the Regulations, the Regulations shall prevail.

### **133. Disclaimer of Liability**

Subject to the provisions of Section 200 of the 1963 Act, no Director or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or officer or for joining in any receipt or other act for conformity or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys securities or effects shall be deposited or any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto.

**134. Severability**

If any term, provision, covenant or restriction of these Articles is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants, and restrictions of these Articles shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Names, Addresses and Descriptions of Subscribers

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Wilton Secretarial Limited  
Fitzwilton House  
Wilton Place  
Dublin 2

Limited Liability Company

Lower Mount Limited  
Fitzwilton House  
Wilton Place  
Dublin 2

Limited Liability Company

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Dated October 2007

Witness to the above signatures: