

COMPANIES ACT 2014

AND

THE EUROPEAN COMMUNITIES (UNDERTAKINGS FOR COLLECTIVE INVESTMENT IN TRANSFERABLE
SECURITIES) REGULATIONS, 2011 (AS MAY BE AMENDED, SUPPLEMENTED, CONSOLIDATED OR
MODIFIED FROM TIME TO TIME)

A PUBLIC COMPANY LIMITED BY SHARES

AN OPEN-ENDED INVESTMENT COMPANY WITH VARIABLE CAPITAL

AN UMBRELLA FUND WITH SEGREGATED LIABILITY BETWEEN SUB-FUNDS

CONSTITUTION

- OF -

**XTRACKERS (IE)
PUBLIC LIMITED COMPANY**

Incorporated on 17 November 2004

(As amended by all Special Resolutions
up to and including the Special Resolution passed on 26 January 2018)

A & L Goodbody

COMPANIES ACT 2014

A PUBLIC COMPANY LIMITED BY SHARES

AN OPEN-ENDED INVESTMENT COMPANY WITH VARIABLE CAPITAL

AN UMBRELLA FUND WITH SEGREGATED LIABILITY BETWEEN SUB-FUNDS

MEMORANDUM OF ASSOCIATION

- OF -

XTRACKERS (IE) PUBLIC LIMITED COMPANY

1. The name of the Company is "Xtrackers (IE) Public Limited Company".
2. The Company is a public limited company being an investment company with variable capital and having as its sole object the collective investment in transferable securities and/or other liquid financial assets of capital raised from the public operating on the principle of risk spreading in accordance with the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2003 (S.I. No. 211 of 2003) as may be amended, supplemented or consolidated from time to time.
3. The powers of the Company to attain the said object are:
 - 3.1. To carry on business as an investment company and to acquire, dispose of, invest in and hold by way of investment, shares, stocks, securities, bonds, obligations, certificates of deposit, treasury bills, trade bills, bank acceptances, bills of exchange, fixed rate securities, variable or floating rate securities, securities in respect of which the return and/or repurchase amount is calculated by reference to any index, price or rate, monetary and financial instruments of all kinds, futures contracts, swaps, options contracts, contracts for differences, commodities, forward rate agreements, debentures, debenture stock, warrants, commercial paper, promissory notes, mortgage backed securities, asset backed securities and securities of all kinds created, issued or guaranteed by any government, sovereign, ruler, commissioners, body or authority, supreme, state, municipal, local, supranational 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 fund or collective investment scheme in any part of the world, policies of insurance and assurance, domestic and foreign currency and any present or future rights and interests to or in any of the foregoing, to subscribe for the same either conditionally or otherwise, to enter into underwriting, stocklending and repurchase and similar contracts with respect thereto, to exercise and enforce all rights and powers conferred by or incidental to the ownership thereof 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.
 - 3.2. To deposit money, securities and/or property 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.
 - 3.3. Where required for the direct pursuit of the business of the Company, to acquire by purchase, lease, exchange, hire or otherwise lands and real or personal property wheresoever situate of any kind or of any tenure or any interest in the same; to erect and construct houses, buildings or works of every description on any land of the Company, or upon any other lands or property, and to pull down, rebuild, enlarge, alter or improve existing houses, buildings or works thereon and generally to manage deal with and improve the property of the Company; and to sell, lease, let, mortgage or otherwise dispose of the lands, houses, buildings, and other property of the Company.
 - 3.4. To carry on business as capitalists and financiers, and to undertake and carry on all kinds of financial,

- 3.16. To create, issue, make, draw, accept and negotiate redeemable debentures or bonds or other obligations, bills of exchange, promissory notes or other negotiable instruments.
- 3.17. 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.
- 3.18. 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.
- 3.19. To establish and support or aid in the establishment and support of associations, institutions and conveniences calculated to benefit any of the employees or ex-employees of the Company or any associated company, or the dependants or connections of such persons, and to grant pensions and allowances and to make payment towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition, or for any public general or useful object.
- 3.20. 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.
- 3.21. 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.
- 3.22. 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 and to amortise such expenses over such period or periods as the Directors may determine.
- 3.23. To pay for any property or rights acquired by the Company either in cash or by the issue of fully paid shares of the Company.
- 3.24. 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.
- 3.25. 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.
- 3.26. To procure the Company to be registered or recognised in any part of the world outside Ireland.
- 3.27. Each of the ancillary powers of the Company (whether enumerated or not) is to be interpreted and exercised as ancillary to the objects of the Company but separate from and ranking equally to any other ancillary power.

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. The authorised share capital of the Company is 1,000,000,000,000 unclassified participating shares of no par value. The minimum issued share capital of the Company is 2 shares of no par value. The maximum issued share capital of the Company is 1,000,000,000,000 unclassified shares of no par value.

WE, the several persons whose names and addresses are subscribed, wish to be 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 shares taken by each Subscriber
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Goodbody Subscriber One Limited International Financial Services Centre North Wall Quay Dublin 1 Limited Liability Company	One
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Goodbody Subscriber Two Limited International Financial Services Centre North Wall Quay Dublin 1 Limited Liability Company	One
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Dated this 11 day of November 2004

Witness to the above signatures:

International Financial Services Centre
North Wall Quay
Dublin 1

ARTICLES OF ASSOCIATION

OF

XTRACKERS (IE) PUBLIC LIMITED COMPANY

**As amended by all Special Resolutions up to and including the Special Resolution passed
on 26 January 2018**

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COMPANIES ACT 2014

AND

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A PUBLIC COMPANY LIMITED BY SHARES

AN OPEN-ENDED INVESTMENT COMPANY WITH VARIABLE CAPITAL

AN UMBRELLA FUND WITH SEGREGATED LIABILITY BETWEEN SUB-FUNDS

ARTICLES OF ASSOCIATION

OF

XTRACKERS (IE) PUBLIC LIMITED COMPANY

As amended by all Special Resolutions up to and including the Special Resolution passed on 26 January 2018

PART I - PRELIMINARY

1. Interpretation

- 1.1. Expressions in these Articles referring to writing shall be construed, unless the contrary intention appears, as including references to printing, lithography, photography and any other modes of representing or reproducing words in a visible form. Expressions in these Articles referring to execution of any document shall include any mode of execution whether under seal or under hand.
- 1.2. Unless specifically defined herein or in Appendix I or unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Companies Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company.
- 1.3. The table of contents, 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.
- 1.4. References in these Articles to any enactment or any section or provision thereof shall mean such enactment, section or provision as the same may be amended and may be from time to time and for the time being in force.
- 1.5. 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.
- 1.6. References in these Articles to "Euro" or "€" are to the currency, for the time being, of the European Monetary Union Member States. References to the foregoing currency shall include any successor currency.

PART II - SHARE CAPITAL, UMBRELLA FUND AND RIGHTS

2. Share Capital

2.1. The authorised share capital of the Company is 1,000,000,000,000 shares of no par value initially designated as unclassified shares of no par value. The minimum issued share capital of the Company is 2 shares of no par value. The maximum issued share capital of the Company is 1,000,000,000,000 unclassified shares of no par value.

3. **Umbrella Fund**

The Company is an “umbrella fund” comprising separate portfolios of assets and liabilities attributable thereto referred to herein as Fund(s) as further described in Clause 8 of Appendix II by reference to which shares are issued. The Company has segregated liability between its Funds and accordingly any liability incurred on behalf of or attributable to any Fund shall be discharged out of the assets of that Fund.

4. **Issue of shares**

4.1. Shares may only be issued as fully paid and shall have no par value.

4.2. The amount of the paid up share capital of the Company shall at all times be equal to the Net Asset Value of the Company.

4.3. The Directors may from time to time issue fractions of shares. Notwithstanding anything contained in the Articles the holder of a fraction of a share may not exercise any voting rights in respect of such share.

4.4. The Directors may issue any of the unclassified shares as participating shares in a Fund with such rights or restrictions as the Directors may determine. The Directors may issue more than one Class of shares which participate in a Fund. The provisions contained in Clauses 2 to 7 of Appendix II shall govern the terms and conditions relating to the issue of shares.

4.5. The Directors, on the allotment and issue of any shares, may impose restrictions on the transferability or disposal of the shares as may be considered by the Directors to be in the best interests of the Holders as a whole.

4.6. The Directors may in their absolute discretion refuse to accept any application for shares in the Company or accept any application in whole or in part.

4.7. The Directors are generally and unconditionally authorised to exercise all powers of the Company to allot relevant securities, including fractions thereof, (as defined for the purposes of Section 1021 of the Companies Act) up to an amount equal to the authorised but as yet unissued share capital of the Company.

4.8. Shares issued solely for the purposes of the incorporation of the Company and to enable the Company to seek authorisation under the Regulations from the Competent Authority will be issued at an issue price of €1 per share and shall be known as **Subscriber Shares**. Subscriber Shares will be transferred to investors who apply for shares during the relevant Initial Offer Period and prior to the expiration of such Initial Offer Period shall, save for 2 Subscriber Shares of €1 per share, be redesignated as shares.

4.9. Notwithstanding any other provision of these Articles the Directors may permit title to the shares to be transferred by means of a computer based system and the Directors shall have the power to implement any arrangements they think fit for evidencing title and arranging transfer of such shares and may implement any ancillary arrangements (including any anti-money laundering requirements) which seem to them necessary or desirable in respect of shares to be transferred via such a system.

5. **Variation of rights**

5.1. Whenever the share capital is divided into different Classes of shares, the rights attached to any Class may be varied or abrogated with the consent in writing of the Holders of three-fourths in number of the issued 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, and may be so varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding-up but such consent or sanction will not be required in the case of a variation, amendment or abrogation of the rights attached to any shares of any Class if, in the view of the Directors, such variation, amendment or abrogation does not

materially prejudice the interests of the relevant Holders or any of them. Any such variation, amendment or abrogation will be set out in a supplement to (or re-statement of) the relevant Supplement originally issued in connection with the relevant shares, a copy of which will be sent to the relevant Holders entered on the Register on the date of issue of such document and will be binding on the relevant Holders. The quorum at any such separate general meeting, other than an adjourned meeting, shall be two persons present in person or by proxy holding or representing at least one-third in nominal value of the issued shares of the Class in question and the quorum at an adjourned meeting shall be two persons holding or representing by proxy 20% of the issued shares of the Class in question or his proxy.

- 5.2. The rights conferred upon the Holders of the shares of any Class issued with preferred or other rights shall not, unless otherwise expressly provided by these Articles or the terms of the issue of the shares of that Class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith or subordinate thereto.

6. **Trusts not recognised**

Except as required by law, no person shall be recognised by the Company as holding any share 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 any interest in any fractional part of a 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 Holder. This shall not preclude the Company from requiring the Holders 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.

7. **Disclosure of interests**

- 7.1. Notwithstanding the provisions of the immediately preceding Article, the Directors, at any time and from time to time if, in their absolute discretion, they consider it to be in the interests of the Company to do so, may give a notice to the Holder or Holders of any share (or any of them) requiring such Holder or Holders to notify the Company in writing within such period as may be specified in such notice (which shall not be less than twenty-eight days from the date of service of such notice) of full and accurate particulars of all or any of the following matters, namely:-

7.1.1. his interest in such share;

7.1.2. if his interest in the share does not consist of the entire beneficial interest in it, the interests of all persons having any beneficial interest in the share (provided that one joint Holder of a share shall not be obliged to give particulars of interests of persons in the share which arise only through another joint Holder); and

7.1.3. any arrangement (whether legally binding or not) entered into by him or any person having any beneficial interest in the share whereby it has been agreed or undertaken or the Holder of such share can be required to transfer the share or any interest therein to any person (other than a joint Holder of the share) or to act in relation to any meeting of the Company or of any Class of shares of the Company in a particular way or in accordance with the wishes or directions of any other person (other than a person who is a joint Holder of such share).

- 7.2. If, pursuant to any notice given under paragraph 7.1, the person stated to own any beneficial interest in a share or the person in favour of whom any Holder (or other person having any beneficial interest in the share) has entered into any arrangements referred to in sub-paragraph 7.1.3, is a body corporate, trust, society or any other legal entity or association of individuals and/or entities, the Directors, at any time and from time to time if, in their absolute discretion, they consider it to be in the best interests of the Company to do so, may give a notice to the Holder or Holders of such share (or any of them) requiring such Holder or Holders to notify the Company in writing within such period as may be specified in such notice (which shall not be less than twenty-eight days from the date of service of such notice) of full and accurate particulars of the name and addresses of the individuals who control (whether directly or indirectly and through any number of vehicles, entities or arrangements) the beneficial ownership of all the shares, interests, units or other measure of ownership of such body corporate, trust, society or other entity or association wherever the same shall be incorporated, registered or domiciled or wherever such individuals shall reside provided that if at any stage of such chain of ownership the beneficial interest in any share shall be established to the satisfaction of the Directors to be in the ownership of any body

corporate any of whose share capital is listed or dealt in on any bona fide stock exchange, unlisted securities market or over-the-counter securities market, it shall not be necessary to disclose details of the individuals ultimately controlling the beneficial interests in the shares of such body corporate.

- 7.3. The Directors, if they think fit, may give notices under paragraphs 7.1 and 7.2 at the same time on the basis that the notice given pursuant to paragraph 7.2 shall be contingent upon disclosure of certain facts pursuant to a notice given pursuant to paragraph 7.1.
- 7.4. The Directors may require (before or after the receipt of any written particulars under this Article) any such particulars to be verified by statutory declaration.
- 7.5. The Directors may serve any notice pursuant to the terms of this Article irrespective of whether or not the Holder on whom it shall be served may be dead, bankrupt, insolvent or otherwise incapacitated and no such incapacity or any unavailability of information or inconvenience or hardship in obtaining the same shall be a satisfactory reason for failure to comply with any such notice provided that if the Directors in their absolute discretion think fit, they may waive compliance in whole or in part with any notice given under this Article in respect of a share in any case of bona fide unavailability of information or genuine hardship or where they otherwise think fit but no such waiver shall prejudice or affect in any way any non-compliance not so waived whether by the Holder concerned or any other joint Holder of the share or by any person to whom a notice may be given at any time.
- 7.6. For the purpose of establishing whether or not the terms of any notice served under this Article shall have been complied with the decision of the Directors in this regard shall be final and conclusive and shall bind all persons interested.

8. **Payment of commission**

The Company may exercise the powers of paying commissions conferred by the Companies Act. Subject to the provisions of the Companies Act and these Articles, any such commission may be satisfied by the payment of cash or by the allotment of fully paid shares or partly in one way and partly in the other. On any issue of shares the Company may also pay such brokerage as may be lawful.

PART III - REPURCHASE AND EXCHANGE OF SHARES

9. **Right of repurchase**

Holders shall have the right to request the Company to repurchase their shares in accordance with the terms and conditions set out in Clauses 11 to 15 of Appendix II.

10. **Right of Exchange**

Holders shall have the right to exchange all or any of their shares in accordance with the terms and conditions set out in Clause 9 of Appendix II.

PART IV - SHARE CERTIFICATES

11. **Confirmations of ownership/share certificates**

- 11.1. Every Holder shall receive written confirmation of ownership in respect of his holding of shares. No share certificates shall be issued unless the Directors otherwise determine and disclose in the Prospectus. The Company shall not be bound to register more than four persons as joint Holders of any share (except in the case of executors or trustees of a deceased member).
- 11.2. Every certificate shall be sealed with the Seal in accordance with Part XVII of these Articles and signed by the Depositary, and shall specify the number, Class and distinguishing number (if any) of the shares to which it relates and that such shares are fully paid.

12. **Balance and exchange certificates**

- 12.1. Where some only of the shares comprised in a share certificate are repurchased or transferred the old certificate shall be cancelled and the new certificate for the balance of such shares shall be issued in

him.

26. **Transmission on death or bankruptcy/minors**

Any guardian of an infant Holder and any curator or other legal representative of a Holder under legal disability and any person entitled to a share in consequence of the death or bankruptcy of a Holder may elect, upon such evidence being produced as the Directors may properly require, either to become the Holder of the share or to make such transfer thereof as the deceased or bankrupt Holder or Holder under a disability could have made. If he elects to become the Holder he shall give notice to the Company to that effect. If he elects to have another person registered he shall execute an instrument of transfer of the share to that person. All of these Articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the Holder and the death or bankruptcy or disability of the Holder had not occurred.

27. **Rights before registration**

A person becoming entitled to a share by reason of the death or bankruptcy of a Holder (upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share) shall have the rights to which he would be entitled if he were the holder of the share, except that, before being registered as the Holder of the share, he shall not be entitled in respect of it to attend or vote at any meeting of the Company or at any separate meeting of the Holders of any Class of shares in the Company, so, however, that the Directors, at any time, may 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 thereupon may withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with.

PART VII - ALTERATION OF SHARE CAPITAL

28. **Increase of capital**

28.1. The Company from time to time by ordinary resolution may increase the share capital by such amount and/or number as the resolution shall prescribe.

28.2. Subject to the provisions of the Companies Act and these Articles, the new shares shall be issued to such persons, upon such terms and conditions and with such rights and privileges annexed thereto as the Directors shall determine.

29. **Consolidation, sub-division and cancellation of capital**

The Company, by ordinary resolution, may:-

29.1. consolidate and divide all or any of its share capital into shares of larger amount;

29.2. subject to the provisions of the Companies Act, subdivide its shares, or any of them, into shares of smaller amount or value, (and so that the resolution whereby any share is sub-divided may determine that, as between the Holders of the shares resulting from such sub-division, one or more of the shares may have, as compared with the others, any such preferred, deferred or other rights or be subject to any such restrictions as the Company has power to attach to unissued or new shares);

29.3. cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and reduce the amount of its authorised share capital by the amount of the shares so cancelled; or

29.4. redenominate the currency of any Class of shares.

PART VIII - GENERAL MEETINGS

30. **Annual general meetings**

The Company shall hold in each year a general meeting as its annual general meeting in addition to any other meeting in that year and shall specify the meeting as such in the notice calling it. Not more than

fifteen months shall elapse between the date of one annual general meeting 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.

31. **Extraordinary general meetings**

All general meetings other than annual general meetings shall be called extraordinary general meetings.

32. **Convening general meetings**

The Directors may convene general meetings. Extraordinary general meetings may also be convened on such requisition, or in default may be convened by such requisitionists, and in such manner as may be provided by the Companies Act. If at any time there are not within the State sufficient Directors capable of acting to form a quorum, any Director or any two Holders 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.

33. **Notice of general meetings**

33.1. Subject to the provisions of the Companies Act 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.

33.2. Any notice convening a general meeting shall specify the time and place of the meeting and, in the case of special business, the general nature of that business and, in reasonable prominence, that a Holder 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 Holder and the time by which the proxy must be received at the Company's registered office or some other place within the State as is specified in the notice for that purpose. Subject to any restrictions imposed on any shares, the notice shall be given to all the Holders and to the Directors and the Auditors.

33.3. 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.

33.4. Where, by any provision contained in the Companies Act, 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 Companies Act permit) before the meeting at which it is moved, and the Company shall give to the Holders notice of any such resolution as required by and in accordance with the provisions of the Companies Act.

PART IX - PROCEEDINGS AT GENERAL MEETINGS

34. **Quorum for general meetings**

34.1. No business other than the appointment of a chairman shall be transacted at any general meeting unless a quorum of Holders or holders of Subscriber Shares is present at the time when the meeting proceeds to business. Except as provided in relation to an adjourned meeting, two persons entitled to vote upon the business to be transacted, each being a Holder or a holder of Subscriber Shares or a proxy for such holders or a duly authorised representative of a corporate holder, shall be a quorum.

34.2. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other time and place as the Directors may determine. If at the adjourned meeting such a quorum is not present within half an hour from the time appointed for the meeting, the meeting, if convened otherwise than by resolution of the Directors, shall be dissolved, but if the meeting shall have been convened by resolution of the Directors, one person entitled to be counted in a quorum present at the meeting shall be a quorum.

35. **Special business**

All business shall be deemed special that is transacted at an extraordinary general meeting. All business that is transacted at an annual general meeting shall also be deemed special, with the exception of declaring a dividend, the consideration of the accounts, balance sheets and reports of the Directors and Auditors, the re-appointment of the retiring Auditors and the fixing of the remuneration of the Auditors.

36. Chairman of general meetings

36.1. The chairman of the board of Directors or, in his absence, the deputy chairman (if any) 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.

36.2. 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 holding the meeting, the Holders present (in person or by proxy or by representative) and entitled to vote shall choose one of the Holders (including his proxy or its duly authorised representative) personally present to be chairman of the meeting.

37. Directors' and Auditors' right to attend general meetings

A Director shall be entitled, notwithstanding that he is not a Holder, 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 the Auditors.

38. Adjournment of general meetings

The chairman, with the consent of a meeting at which a quorum is present, may (and if so directed by the meeting, shall) 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 or 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.

39. 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 the 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.

40. Entitlement to demand a poll

Subject to the provisions of the Companies Act, a poll may be demanded:-

40.1. by the chairman of the meeting;

40.2. by at least three Holders present (in person or by proxy) having the right to vote at the meeting;

40.3. by any Holder or Holders present (in person or by proxy) representing shares on which an aggregate sum has been paid up equal to not less than 10% of the total sum paid on the shares conferring the right to vote at the meeting; or

40.4. by any Holder or Holders present (in person or by proxy) representing not less than one-tenth of the total voting rights of all the Holders having the right to vote at the meeting.

41. **Taking of a poll**

41.1. Save as provided in paragraph 41.2 of this Article, a poll shall be taken in such manner as the chairman directs and he may appoint scrutineers (who need not be Holders) 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.

41.2. 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 was 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.

41.3. 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.

42. **Votes of Holders**

42.1. Votes may be given either personally or by proxy. Subject to any rights or restrictions for the time being attached to any Class or Classes of shares:-

42.1.1. on a show of hands every Holder, who is present in person or by proxy, shall have one vote and the Holder(s) of Subscriber Shares present in person or by proxy shall have one vote in respect of all the Subscriber Shares in issue;

42.1.2. on a poll every Holder present in person or by proxy shall have one vote for every share of which he is the Holder and every holder of a Subscriber Share present in person or by proxy shall have one vote in respect of his holding of Subscriber Shares;

42.1.3. on a poll of all the Holders of shares in a Fund, where there is more than one Class of shares in existence in that Fund, the voting rights of such Holders may at the discretion of the Directors be adjusted in such manner, determined by the Directors, so as to reflect the most recently calculated price at which the shares of each of the Classes in question may be repurchased by the Company; and

42.1.4. a Holder or Holders who hold a fraction of a share may not exercise any voting rights, whether on a show of hands or on a poll, in respect of such fraction of a share.

43. **Written Resolutions**

A resolution in writing executed by or on behalf of each Holder who would have been entitled to vote upon it if it had been proposed at a meeting at 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 Holders. 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.

44. **Chairman's 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 in addition to any other vote he may have.

45. **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 share.

46. **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 by such time as the Directors may determine 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.

47. **Restriction of voting rights**

47.1. If at any time the Directors shall determine that a Specified Event (as defined in paragraph 47.5 of this Article) shall have occurred in relation to any share or shares the Directors may serve a notice to such effect on the Holder or Holders thereof. Upon the service of any such notice (in these Articles referred to as a **restriction notice**) no Holder or Holders of the share or shares specified in such restriction notice shall be entitled, for so long as such restriction notice shall remain in force, to attend or vote at any general meeting, either personally or by proxy.

47.2. A restriction notice shall be cancelled by the Directors as soon as reasonably practicable, but in any event not later than forty-eight hours, after the Holder or Holders concerned shall have remedied the default by virtue of which the Specified Event shall have occurred. A restriction notice shall automatically cease to have effect in respect of any share transferred upon registration of the relevant transfer provided that a restriction notice shall not cease to have effect in respect of any transfer where no change in the beneficial ownership of the share shall occur and for this purpose it shall be assumed that no such change has occurred where a transfer form in respect of the share is presented for registration having been stamped at a reduced rate of stamp duty by virtue of the transferor or transferee claiming to be entitled to such reduced rate as a result of the transfer being one where no beneficial interest passes.

47.3. The Directors shall cause a notation to be made in the Register against the name of any Holder or Holders in respect of whom a restriction notice shall have been served indicating the number of shares specified in such restriction notice and shall cause such notation to be deleted upon cancellation or cesser of such restriction notice.

47.4. Any determination of the Directors and any notice served by them pursuant to the provisions of this Article shall be conclusive as against the Holder or Holders of any share and the validity of any notice served by the Directors in pursuance of this Article shall not be questioned by any person.

47.5. For the purpose of these Articles the expression **Specified Event** in relation to any share shall mean the failure by the Holder thereof or any of the Holders thereof to comply, to the satisfaction of the Directors, with all or any of the terms of Article 7 in respect of any notice or notices given to him or any of them thereunder.

48. **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. Any such objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

49. **Appointment of proxy**

Every Holder entitled to attend and vote at a general meeting may appoint a proxy to attend, speak and vote on his behalf. The instrument appointing a proxy shall be in writing in any usual form or in any other form which the Directors may approve and shall be executed by or on behalf of the Holder. The signature on 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. A proxy need not be a

Holder.

50. Bodies corporate acting by representatives at meetings

Any body corporate which is a Holder 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 of any Class of Holders of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the body corporate which he represents as that body corporate could exercise if it were an individual Holder.

51. 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 Holder) 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 or adjourned meeting at such time as may be determined by the Directors 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 the taking of the poll at which it is to be used, and in default shall not be treated as valid. Provided that 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.

51.1. Notwithstanding anything contained in these Articles, in relation to any shares, the Directors may from time to time permit appointments of proxies to be made by electronic means (including without limitation by means of electronic communication generated and sent by Holders to the Company or its agent via a website for this purpose using identification numbers communicated by or on behalf of the Company to each Holder) in such manner or form and subject to such terms, conditions or restrictions as the Directors may, subject to and in accordance with the Companies Act, determine or approve from time to time in their absolute discretion. Subject as aforesaid, the Company and its Directors, secretary or officers shall not be compelled to accept or receive any instrument appointing a proxy in accordance with this Article until such time as the Directors shall have advised (pursuant to any terms and conditions of electronic communication or otherwise) the Holder in writing of the manner, form and restrictions (if any) by which such appointment may be made. The Directors may prescribe the method of determining the time at which any such appointment of a proxy is to be treated as received by the Company. The Directors may treat any such appointment which purports to be or is expressed to be sent on behalf of a Holder as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that Holder.

51.2. For the purposes of this Article 51, the place to which the appointment of proxy should be delivered by the Holder shall be such number or address (including any number or address used for the purpose of communication by way of electronic mail or other electronic communication) of the Company as is notified by the Directors to the Holders whether by way of note to the notice convening the meeting or otherwise.

52. Effect of proxy instruments

Deposit of an instrument of proxy in respect of a meeting or adjourned meeting shall not preclude a Holder 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.

53. Effect of revocation of proxy or of authorisation

53.1. 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 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.

69. Appointment of additional Directors

- 69.1. 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.
- 69.2. 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 as fixed by or in accordance with these Articles as the maximum number of Directors. Any Director so appointed shall not be required to retire at any subsequent annual general meeting of the Company.
- 69.3. The continuing Directors may act notwithstanding any vacancy in their body, provided that if the number of the Directors is reduced below two, the remaining Director shall appoint forthwith an additional Director or additional Directors to make up a quorum or shall convene a general meeting of the Company for the purpose of making such appointment or appointments. If, in such circumstances, there be no Director or Directors able or willing to act then any two Holders may summon a general meeting for the purpose of appointing Directors. Any additional Director so appointed shall not be required to retire at any subsequent annual general meeting of the Company.

PART XIII - DISQUALIFICATION AND REMOVAL OF DIRECTORS

70. Disqualification of Directors

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

- 70.1. he ceases to be a Director by virtue of any provision of the Companies Act or he becomes prohibited by law from being a Director;
- 70.2. he becomes bankrupt or makes any arrangement or composition with his creditors generally;
- 70.3. in the opinion of a majority of his co-Directors, he becomes incapable by reason of mental disorder of discharging his duties as a Director;
- 70.4. he resigns his office by notice in writing to the Company signed by him and delivered to the Office;
- 70.5. he is convicted of an indictable offence, unless the Directors otherwise determine;
- 70.6. he shall have been absent for more than six consecutive months without permission of the Directors from meetings of the Directors held during that period and his alternate Director (if any) shall not have attended any such meeting in his place during such period, and the Directors pass a resolution that by reason of such absence he has vacated office;
- 70.7. he is required in writing by all his co-Directors to resign; or
- 70.8. the Competent Authority requires him to resign.

71. Removal of Directors

The Company, by ordinary resolution of which extended notice has been given in accordance with the provisions of the Companies Act, may remove any Director notwithstanding anything in these Articles or in any agreement between the Company and such Director and may, if thought fit, by ordinary resolution appoint another Director in his stead. Nothing in this Article shall be taken as depriving a person removed hereunder of compensation or damages payable to him in respect of the termination of his appointment as Director or of any appointment terminating with that of the Director.

PART XIV - DIRECTORS' INTERESTS

72. Directors' interests

- 72.1. Subject to the provisions of the Companies Act, and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office:-

- 72.1.1. may be a party to, or otherwise interested in, any transaction or arrangement with the Company or any subsidiary or associated company thereof or in which the Company or any subsidiary or associated company thereof is otherwise interested;
 - 72.1.2. may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company or any subsidiary or associated company thereof is otherwise interested; and
 - 72.1.3. shall not be accountable, by reason of his office, to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
- 72.2. No Director or intending Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the other company in which any Director shall be in any way interested be avoided nor shall any Director so contracting or being 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. The nature of a Director's interest must be declared by him at the meeting of the Directors at which the question of entering into the contract or arrangement is first taken into consideration, or if the Director was not at the date of that meeting interested in the proposed contract or arrangement at the next meeting of the Directors held after he became so interested, and in a case where the Director becomes interested in a contract or arrangement after it is made, at the first meeting of the Directors held after he becomes so interested.
- 72.3. A copy of every declaration made and notice given under this Article shall be entered within three days after the making or giving thereof in a book kept for this purpose. Such book shall be open for inspection without charge by any Director, Secretary, Auditor or Holder at the Office and shall be produced at every general meeting of the Company and at any meeting of the Directors if any Director so requests in sufficient time to enable the book to be available at the meeting.
- 72.4. For the purposes of this Article:-
- 72.4.1. a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and
 - 72.4.2. an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.
73. **Restriction on Directors' voting**
- 73.1. Save as otherwise provided by these Articles, a Director shall not vote at a meeting of the Directors or any committee established by the Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest which is material (other than an interest arising by virtue of his interest in shares or debentures or other securities or otherwise in or through the Company) or a duty which conflicts or may conflict with the interests of the Company. 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.
- 73.2. A Director shall be entitled to vote (and be counted in the quorum) in respect of any resolutions concerning any of the following matters, namely:-
- 73.2.1. the giving of any security, guarantee or indemnity to him in respect of money lent by him to the Company or any of its subsidiary or associated companies or obligations incurred by him at the request of or for the benefit of the Company or any of its subsidiary or associated companies;
 - 73.2.2. the giving of any security, guarantee or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiary or associated companies for which he himself has assumed responsibility in whole or in part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;

- 73.2.3. any proposal concerning any offer of shares or debentures or other securities of or by the Company or any of its subsidiary or associated companies for subscription, purchase or exchange in which offer he is or is to be interested as a participant in the underwriting or sub-underwriting thereof; or
- 73.2.4. any proposal concerning any other company in which he is interested, directly or indirectly and whether as an officer or shareholder or otherwise howsoever.
- 73.3. 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 73.2.4 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.
- 73.4. If a question arises at a meeting of Directors or of any committee established by the 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.
- 73.5. 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 XV - PROCEEDINGS OF DIRECTORS

74. Convening and regulation of Directors' meetings

- 74.1. 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.
- 74.2. 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.

75. Quorum for Directors' meetings

- 75.1. The quorum 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. A person who holds office only as an alternate Director shall, if his appointer 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.
- 75.2. The continuing Directors or a sole Director may act notwithstanding any vacancies in their number but if the number of Directors is less than the number fixed as the quorum, they may act only for the purpose of filling vacancies or for calling a general meeting.

76. Voting at Directors' meetings

- 76.1. 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 casting vote.
- 76.2. 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 this 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.

77. Telecommunication meetings

Any Director or alternate Director may participate in a meeting of the Directors or any committee established by 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. Such participation in a meeting shall constitute presence in person at the meeting and shall be counted for the purposes of determining whether a quorum is present at the meeting.

78. Chairman of the board of Directors

Subject to any appointment to the office of chairman made pursuant to these Articles, the Directors may elect a chairman of their meetings and determine the period for which he is to hold office, but if no such chairman is elected or if at any meeting the chairman is unwilling to act or 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.

79. Validity of acts of Directors

All acts done by any meeting of the Directors or of a committee established by the 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 they or any of them were disqualified from holding office or had vacated office, shall be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

80. Directors' resolutions or other documents in writing

A resolution or other document in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee established by the Directors shall be as valid as if it had been passed at a meeting of Directors or (as the case may be) a committee established by the Directors duly convened and held. Such resolution or other document may consist of several documents in the like form each signed by one or more Directors or by one or more persons (which may include Directors) being the members of the committee established by the Directors, and such resolution or other document or documents when duly signed may be delivered or transmitted (unless the Directors or the members of the committee as the case may be shall otherwise determine either generally or in any specific case) by facsimile transmission or some other similar means of transmitting the contents of documents. A resolution or other documents signed by an alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity.

PART XVI - THE SECRETARY

81. Appointment of Secretary

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. Anything required or authorised by the Companies Act or these Articles to be done by, or given to, the Secretary may be done by or given to any 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, if the office is vacant or there is for any other reason no Secretary readily available and capable of acting. Provided that any provision of the Companies Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as a Director and as, or in the place of, the Secretary.

PART XVII - THE SEAL

82. Use of Seal

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

83. Seal for use abroad

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

84. Signature of sealed instruments

Without prejudice to the affixing and use of the Seal by a Registered Person as set out below, every other 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 (which may include the Depositary) save that as regards any debentures or other securities of the Company the Directors may determine by resolution that such signatures or either of them shall be dispensed with, or be printed thereon or affixed thereto by some method or system of mechanical signature provided that in any such case the document to be sealed shall have been approved for sealing by the Secretary or by the registrar of the Company or by the Auditors or by some other person appointed by the Directors for this purpose in writing (and, for the avoidance of doubt, it is hereby declared that it shall be sufficient for approval to be given and/or evidenced either in such manner (if any) as may be approved by or on behalf of the Directors or by having such documents initialled before sealing or presented for sealing accompanied by a list thereof which has been initialled). The Company's seal may also be used by a Registered Person and any instrument to which the Company's seal shall be affixed when it is used by the Registered Person shall be signed by that person and countersigned:

84.1. by the Secretary or a Director of the Company; or

84.2. by some other person appointed for the purpose by the Directors or a committee of the Directors, authorised by the Directors in that behalf.

PART XVIII - DIVIDENDS AND RESERVES

85. Declaration of dividends

85.1. The Directors at such times as they think fit may declare such dividends on any Class of shares as appear to the Directors to be justified by the profits of the relevant Fund being;

85.1.1. the accumulated revenue (consisting of all revenue accrued including interest and dividends) less expenses; and/or

85.1.2. realised and unrealised capital gains on the disposal/valuation of Investments and other funds less realised and unrealised accumulated capital losses of the relevant Fund.

85.2. The Directors may, satisfy any dividend due to Holders of the shares in whole or in part by distributing to them in specie any of the Assets of the relevant Fund, and in particular any Investments to which the relevant Fund is entitled. A Holder may require the Directors instead of transferring any assets in specie to him, to arrange for a sale of the Assets and for payment to the Holder of the net proceeds of same.

85.3. Shares of any Class may at the discretion of the Directors be issued on the basis that any dividends declared in respect of those shares shall be paid by the Company into an account in the name of the Depositary for the account of the Holders of that Class of Shares. The amount standing to the credit of this account shall not be an asset of the Fund or the Company and will be immediately transferred from the aforementioned account to the account of the Company.

85.4. Shares of any Class may at the discretion of the Directors be issued on the basis that any dividends declared in respect of those shares will be reinvested and form part of the assets of the relevant Fund

and will be applied when calculating the Subscription Price and the Repurchase Price as part of the proportion of the relevant Fund which is attributable to the Holders of that Class of shares.

85.5. Shares of any Class may at the discretion of the Directors be issued on the basis that no dividends will be declared in respect of those shares and that any profits available for distribution will form part of the assets of the relevant Fund and will be applied when calculating the Subscription Price and the Repurchase Price as part of the proportion of the relevant Fund which is attributable to the Holders of that Class of shares.

85.6. No dividend shall be payable to the holder(s) of the Subscriber Shares.

86. **Eligibility for dividends**

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

87. **Deduction from Dividend**

87.1. The Directors may deduct from any dividend or other monies payable to any Holder on or in respect of a share all sums of money (if any) presently payable by him to the Company in relation to the shares of the Company.

87.2. Where the Company is required to pay any taxation as a consequence of making any dividend payment to a Holder the Directors may deduct from the payment to be made to the relevant Holder(s) who is or is deemed to be a Taxable Irish Person, an amount equal to the taxation attributable to the relevant payment(s) and pay such amount to the appropriate tax authority.

88. **Unclaimed dividends**

All unclaimed dividends on shares may be invested or otherwise made use of by the Directors for the benefit of the relevant Fund until claimed. No dividend shall bear interest against the Company. The payment by the Directors of any unclaimed dividend or other monies payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof and any dividend unclaimed after a period of six years from the date of declaration of such dividend shall be forfeited and shall revert to the relevant Fund.

89. **Currency of Dividend**

Any dividend or other monies payable on or in respect of a share shall be expressed and payment shall be made in the currency in which the relevant Class of shares is designated or in such other currency as the Directors may determine either generally or in relation to a particular Class of shares or in any specific case.

90. **Payment of Dividend**

Any dividend or other monies payable on or in respect of a share may be paid by electronic transfer to the account nominated by the Holder or person entitled thereto, and in the case of joint Holders to that one whose name stands first on the Register in respect of their joint holding or may if required be paid by cheque or warrant sent through the post to the registered address of the Holder or the person entitled thereto. Every such payment by cheque or warrant shall be made payable to the order of the person to whom it is sent, and payment of the cheque or warrant shall be a good discharge to the Company and, in the case of payment by telegraphic transfer, every such payment shall be a good discharge to the Company. Every such cheque or warrant or, where applicable, transfer shall be sent or, as the case may be, made at the risk and cost of the person entitled to the money represented thereby or, as the case may be, payment remitted.

91. **Joint Holders**

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

PART XIX - ACCOUNTS

92. **Accounts**

92.1. The Directors shall cause adequate accounting records to be kept relating to:-

92.1.1. all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place; and

92.1.2. all sales and purchases of Investments by the Company; and

92.1.3. the assets and liabilities of the Company.

Adequate accounting records shall be deemed to have been maintained if the accounting records comply with sections 282(1) – (3) of the Companies Act and explain the Company's transactions and facilitate the preparation of the financial statements that give a true and fair view of the assets, liabilities, financial position and profit or loss of the Company and if relevant, the group and include any information and returns referred to in section 283(2) of the Companies Act.

92.2. The books of account shall be kept at the Office or, subject to the provisions of the Companies Act, at such other place as the Directors think fit and shall be open at all reasonable times to the inspection of the Directors.

92.3. In accordance with the provisions of the Companies Act, the Directors shall cause to be prepared and to be laid before the annual general meeting of the Company from time to time such profit and loss accounts, balance sheets and reports as are required by the Companies Act to be prepared and laid before such meeting.

92.4. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the annual general meeting of the Company together with a copy of the Directors' report and Auditors' report shall be sent, not less than twenty-one Clear Days before the date of the annual general meeting, to every person entitled under the provisions of the Companies Act 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;

92.5. The Company shall prepare an un-audited half yearly report for the first six months of each financial year. Such report shall be in a form acceptable to the Competent Authority and shall contain the information required under the Regulations.

92.6. Copies of the half yearly report shall be sent to Holders not later than two months from the end of the period to which it relates.

92.7. The Company shall provide the Competent Authority with all reports and information to which it is entitled under the Regulations. Further the Company shall provide the Irish Companies Registration Office (CRO) with all reports and information to which it is entitled under the Regulations.

92.8. Auditors shall be appointed and their duties regulated in accordance with the Companies Act.

PART XX - NOTICES

93. **Notices in writing**

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

94. **Service of notices**

94.1. A notice or document (including a share certificate) to be given, served or delivered in pursuance of these Articles may be given to, served on or delivered to any Holder by the Company:

- 94.1.1. by handing same to him or his authorised agent;
- 94.1.2. by leaving the same at his registered address;
- 94.1.3. by sending the same by post in a pre-paid cover addressed to him at his registered address; or
- 94.1.4. where permitted by law, by transmitting the same by facsimile or otherwise electronically.
- 94.2. Where a notice or document is given, served or delivered pursuant to sub-paragraph 94.1.1 or 94.1.2 of this Article, the giving, service or delivery thereof shall be deemed to have been effected at the time the same was handed to the Holder or his authorised agent, or left at his registered address (as the case may be).
- 94.3. Where a notice or document is given, served or delivered pursuant to sub-paragraph 94.1.3 of this Article, the giving, service or delivery thereof shall be deemed to have been effected at the expiration of forty-eight hours 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.
- 94.4. Where a notice or document is given, served or delivered pursuant to sub-paragraph 94.1.4 of this Article, the giving, service or delivery thereof shall be deemed to have been effected at the time of transmission provided in the case of notice sent by facsimile the correct number is received on the transmission report.
- 94.5. Every legal personal representative, committee, receiver, curator bonis or other legal curator, assignee in bankruptcy or liquidator of a Holder shall be bound by a notice given as aforesaid if sent to the last registered address of such Holder, notwithstanding that the Company may have notice of the death, lunacy, bankruptcy, liquidation or disability of such Holder.
- 94.6. Without prejudice to the provisions of sub-paragraphs 94.1.1 and 94.1.2 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 notice 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 Holders entitled thereto at noon on the day on which the said advertisement or advertisements shall appear. In any such case the Company shall send confirmatory copies of the notice through the post to those Holders whose registered addresses are outside the State (if or to the extent that in the opinion of the Directors it is practical so to do) or are in areas of the State unaffected by such suspension or curtailment of postal services. If at least ninety-six hours prior to the time appointed for the holding of the meeting the posting of notices to Holders has become practical in the opinion of the Directors, the Directors shall send forthwith confirmatory copies of the notice by post to such Holders. The accidental omission to give any such confirmatory copy of a notice of a meeting to, or the non-receipt of any such confirmatory copy by, any person entitled to receive the same shall not invalidate the proceedings at the meeting.
- 94.7. 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.

95. Service of notice 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.

96. Service of notice on transfer or transmission of shares

- 96.1. Every person who becomes entitled to a share shall, before his name is entered in the Register in respect of the share, be bound by any notice in respect of that share which has been duly given to a person from whom he derives his title provided that the provisions of this paragraph shall not apply to any notice served under Article 7 unless, under the provisions of Article 7, it is a notice which continues to have effect notwithstanding the registration of a transfer of the shares to which it relates.
- 96.2. 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 Holder by sending or delivering it, in any manner authorised by these Articles for the giving of notice to a Holder, 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.

97. Signature to notices

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

98. Deemed receipt of notices

A Holder 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.

PART XXI - WINDING UP

99. Distribution on winding up

99.1. Subject to Article 108 hereof and the provisions of the Companies Act, if the Company shall be wound up the liquidator shall apply the assets of each Fund in such manner and order as he thinks fit in satisfaction of creditors' claims relating to that Fund.

99.2. The assets available for distribution amongst the Holders shall be applied as follows: first the proportion of the assets in a Fund attributable to each Class of share shall be distributed to the Holders of shares in the relevant Class in the proportion that the number of shares held by each Holder bears to the total number of shares relating to each such Class of shares in issue as at the date of commencement to wind up; secondly, in the payment to the holder(s) of the Subscriber Shares of sums up to the nominal amount paid thereon out of the assets of the Company not attributable to any Class of share. In the event that there are insufficient assets to enable such payment in full to be made, no recourse shall be had to the assets of the Company attributable to each Class of share; and thirdly, any balance then remaining and not attributable to any of the Classes of shares shall be apportioned pro-rata as between the Classes of shares based on the Net Asset Value attributable to each Class of shares as at the date of commencement to wind up and the amount so apportioned to a Class shall be distributed to Holders pro-rata to the number of shares in that Class of shares held by them.

99.3. A Fund may be wound up pursuant to Section 1407 of the Companies Act and in such event the provisions of Articles 99 and 100 shall apply mutatis mutandis in respect of that Fund.

100. Distribution in specie

If the Company, as an umbrella fund, shall be wound up (whether the liquidation is voluntary, under supervision or by the court) the liquidator may, with the authority of a special resolution of the relevant Holders and any other sanction required by the Companies Act, divide among the Holders of shares of any Class or Classes of a Fund in specie the whole or any part of the Assets of the Company relating to that Fund, 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 Holders or the Holders of different Classes of shares in the Fund. The liquidator may, with the like authority, vest any part of the Assets in trustees upon such trusts for the benefit of Holders 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 Holder shall be compelled to accept any Assets in respect of which there is a liability. A Holder may require the liquidator instead of transferring any Asset in specie to him/her, to arrange for a sale of the Assets with the cost of the sale charged to that Holder and for payment to the Holder of the net proceeds of same.

PART XXII - MISCELLANEOUS

101. Minutes of meetings

The Directors shall cause minutes to be made of the following matters, namely:-

- 101.1. of all appointments of officers and committees made by the Directors and of their salary or remuneration;
- 101.2. of the names of Directors present at every meeting of the Directors and of the names of any Directors and of all other members thereof present at every meeting of any committee established by the Directors; and
- 101.3. of all resolutions and proceedings of all meetings of the Company and of the Holders of any Class or Classes of shares in the Company and of the Directors and of committees established by the Directors. Any such minute as aforesaid, if purporting to be signed by the chairman of the meeting at which the proceedings were had, or by the chairman of the next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such minute without any further proof.

102. **Inspection and secrecy**

The Directors shall determine from time to time whether and to what extent and at what times and places and under what conditions or regulations the accounts and books and records of the Company or any of them shall be open to the inspection of Holders, not being Directors, and no Holder (not being a Director) shall have any right of inspecting any account or book or record of the Company except as conferred by the Companies Act or authorised by the Directors or by the Company in general meeting. No Holder shall be entitled to require discovery of or any information respecting any detail of the Company's trading, or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Directors it would be inexpedient in the interests of the Holders to communicate to the public.

103. **Destruction of records**

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

- 103.1. the provision 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;
- 103.2. nothing herein contained shall be construed as imposing upon the Company any liability in respect of the destruction of any document earlier than as aforesaid or in any other circumstances which would not attach to the Company in the absence of this Article; and
- 103.3. references herein to the destruction of any document include references to the disposal thereof in any manner.

104. **Untraced Holders**

- 104.1. The Company shall be entitled to sell at the best price reasonably obtainable any share of a Holder or any share to which a person is entitled by transmission if and provided that:-

- 104.1.1. for a period of twelve years no cheque or warrant sent by the Company through the post in a pre-paid letter addressed to the Holder or to the person entitled by transmission to the share at his address on the Register or the last known address given by the Holder or the person entitled by transmission to which cheques and warrants are to be sent has been cashed and no communication has been received by the Company from the Holder or the person entitled by transmission (provided that during such twelve year period at least three dividends shall have

become payable in respect of such share);

104.1.2.at the expiration of the said period of twelve years by advertisement in a national daily newspaper published in the State and in a newspaper circulating in the area in which the address referred to in sub-paragraph 104.1.1 of this Article is located, the Company has given notice of its intention to sell such share; and

104.1.3.during the further period of three months after the date of the advertisement and prior to the exercise of the power of sale the Company has not received any communication from the Holder or person entitled by transmission.

104.2. To give effect to any such sale the Company may appoint any person to execute as transferor an instrument of transfer of such share and such instrument of transfer shall be as effective as if it had been executed by the Holder or the person entitled by the transmission to such share. The transferee shall be entered in the Register as the Holder of the shares comprised in any such transfer and he shall not be bound to see to the application of the purchase moneys nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

104.3. The Company shall account to the relevant Fund or, if the Fund is no longer in existence, to such persons as the Directors may determine for the net proceeds of such sale.

105. **Indemnity**

105.1. Subject to the provisions of and insofar as may be permitted by the Companies Act 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 Assets 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, 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 Holders over all other claims.

105.2. Subject to the provisions of Section 235 of the Companies 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 monies 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 monies, 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.

In the event that a Deutsche Bank Group entity ceases to be investment manager of the Company, then prior to or immediately following such termination becoming efficient, the Directors will arrange to convene an extraordinary general meeting to propose that the name of the Company be changed to a name which will not reflect any involvement on the part of a Deutsche Bank Group entity (or any of its affiliates) with the Company. As such an extraordinary general meeting called to change the name, those holders who (being individuals) are present in person or by proxy or (being corporations) are present by proxy or by a duly authorised representative and entitled to vote and who vote on a poll in favour of the resolution proposed to change the name of the Company shall collectively have such total number of votes as is one or more than the numbers of votes which are required to be cast on such a poll for the said resolution to be carried. Such a change of name will take place in accordance with the provision of the Companies Act and the requirements of the Competent Authority.

106. **Overriding provisions**

In the event of there being any conflict between the provisions of these Articles and the Companies Act or the Regulations, the Companies Act or Regulations shall prevail. The prior approval of the Competent Authority shall be required to any amendment to these Articles.

107. **Restriction on modifications to Memorandum and Articles**

No modification 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.

108. Segregation of Liability

- 108.1. Notwithstanding any statutory provision or rule of law to the contrary any liability incurred on behalf of or attributable to any Fund shall be discharged solely out of the assets of that Fund, and no Director, receiver, examiner, liquidator, provisional liquidator or other person shall apply nor be obliged to apply the assets of any such Fund in satisfaction of any liability incurred on behalf of or attributable to any other Fund.
- 108.2. The assets allocated to a Fund shall be applied solely in respect of the shares of such Fund and no Holder relating to such Fund shall have any claim or right to any asset allocated to any other Fund.
- 108.3. Any asset or sum recovered by the Company by any means whatsoever or wheresoever shall, after the deduction or payment of any costs of recovery, be applied to the Fund affected. In the event that assets attributable to a Fund are taken in execution of a liability not attributable to that Fund, and in so far as such assets or compensation in respect hereof cannot otherwise be restored to that Fund, the Directors with the consent of the Depositary, shall certify or cause to be certified, the value of the assets lost to the Fund affected and transfer or pay from the assets of the Fund or Funds to which the liability was attributable, in priority to all other claims against such Fund or Funds, assets or sums sufficient to restore to the Fund affected, the value of the assets or sums lost to it.
- 108.4. The Company may sue and be sued in respect of a particular Fund and may exercise the same rights of set-off, if any, as between its Funds as apply at law in respect of companies and the property of a Fund is subject to orders of the Irish courts as it would have been if the Fund were a separate legal person.
- 108.5. In any proceedings brought by any Holder of a particular Fund, any liability of the Company to such Holder in respect of such proceeding shall only be settled out of the assets of the Fund corresponding to such Shares without recourse in respect of such liability or any allocation of such liability to any other Fund of the Company.
- 108.6. Nothing in this Article 108 shall prevent the application of any enactment or rule of law which would require the application of the assets of any Fund in discharge of some or all of the liabilities of any other Fund on the grounds of fraud or misrepresentation and, in particular, by reason of the application of sections 443, 557, 604 and 608 of the Companies Act.

APPENDIX I

DEFINITIONS

1. Definitions

In these Articles and these Appendices the following expressions shall have the following meanings:

Appendix or **Appendices** means the Appendix or Appendices which is/are attached to and form(s) part of the Articles;

Articles means the Articles of Association and the Appendices appended thereto as amended from time to time and for the time being in force;

Assets means all of the assets including the Investments for the time being of the Company and any Fund acquired in accordance with the provisions of Clause 20 of Appendix II;

Auditors means the auditors for the time being of the Company;

Business Day means any day as disclosed in the Prospectus on which banks are generally open for business in such jurisdictions or such other days as the Directors may, with the approval of the Depositary, determine in relation to each Fund;

Class means a class of shares in a Fund;

Clear Days means 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;

Companies Act means the Companies Act 2014 including any regulations issued pursuant thereto, insofar as they apply to open-ended investment companies with variable capital;

Company means the company whose name appears in the heading to the Articles;

Competent Authority means the Central Bank of Ireland or successor thereto pursuant to the Regulations;

Depositary Agreement means any agreement for the time being subsisting between the Company and the Depositary and relating to the appointment and duties of the Depositary;

Depositary means the person appointed and for the time being acting as depositary of all the Assets pursuant to Clauses 21-24 of Appendix II;

Dealing Day means such Business Day or Business Days as disclosed in the Prospectus as the Directors may, from time to time, with the approval of the Depositary, determine in relation to any Fund for the subscription, repurchase or exchange of shares provided that there shall be at least two Dealing Days per Month;

Dealing Deadline means such day and time as may be specified from time to time by the Directors in relation to any Class of shares and set out in the Prospectus;

Directors means the Directors for the time being of the Company or any of them acting as the board of Directors of the Company;

Duties and Charges means all stamp and other duties, taxes, governmental charges, brokerage, bank charges, transfer fees, registration fees, any transaction and safekeeping fees payable to the Depositary or its delegates or agents and other duties and charges whether in connection with the original acquisition or increase of the Assets of the Company or the creation, issue or sale of shares or the sale or purchase of Investments by the Company or in respect of certificates or otherwise which may have become or may be payable in respect of or prior to or upon the occasion of the transaction or dealing in

respect of which such duties and charges are payable but shall not include any commission, taxes, charges or costs which may have been taken into account in ascertaining the Net Asset Value of the relevant Fund;

EEA Member State means a member state of the European Economic Area;

Equalisation Account means an equalisation account which may in the discretion of the Directors be maintained in respect of any Fund in accordance with Clause 25 of Appendix II;

Equalisation Payment means an amount paid in accordance with Clause 25.1 of Appendix II (subject to any determination of the Directors to the contrary) calculated at such rate per share of a Class of shares as shall be determined by the Directors by reference to their estimate from time to time of the next dividend to be declared in respect of the relevant Class;

FATCA means Foreign Account Tax Compliance Act Subtitle A of Title V of the Hiring Incentives to Restore Employment Act which enacts Chapter 4 of, and makes other modifications to, the Internal Revenue Code in the United States (as amended, consolidated or supplemented from time to time), including any regulations issued pursuant thereto;

Foreign Person means (i) a person who is neither resident nor ordinarily resident in Ireland for tax purposes who has provided the Company with the appropriate declaration under Schedule 2B TCA and the Company is not in possession of any information that would reasonably suggest that the declaration is incorrect or has at any time been incorrect or (ii) the company is in possession of written notice of approval from the Revenue Commissioners to the effect that the requirement to have been provided with such declaration is deemed to have been complied with in respect of that person or class of shareholder to which that person belongs, and that approval has not been withdrawn and any conditions to which that approval is subject to have been satisfied.

Fund(s) means the portfolio(s) maintained in accordance with Clause 8 of Appendix II which shall be kept separate in respect of each Class of share or the relevant Classes of share (where more than one Class of share has been created to participate in a Fund) to which all assets and liabilities, income and expenditure attributable or allocated to each such Fund shall be applied and charged;

Derivative Specific Share Class means a Class in respect of which the Company will enter into derivative transactions the benefits and costs of which will accrue solely to holders of shares of that Class;

Holder means in relation to any share the member whose name is entered in the Register as the holder of such share;

Initial Offer Period means any period determined by the Directors during which any Class of shares in the relevant Fund may be offered for subscription at a fixed price;

Investment means an Investment acquired or entered into by the Company pursuant to Clause 20 of Appendix II;

Irish Stock Exchange means The Irish Stock Exchange plc and any successor thereto;

Market means in relation to any Investment, any stock exchange, over the counter market or other regulated market listed in the Prospectus on which an Investment is listed and/or traded;

Member State means any member state of the European Union;

Minimum Additional Investment Amount means such minimum cash amount or minimum number of shares as the case may be (if any) as the Directors may from time to time require to be invested in any Fund by each Holder (after investing the Minimum Initial Investment Amount);

Minimum Fund Size means such amount (if any) as the Directors may from time to time prescribe as the minimum fund size for each Fund;

Minimum Initial Investment Amount means such minimum initial cash amount or number of shares as the case may be (if any) as the Directors may from time to time require to be invested by each Holder as its initial investment for shares of each Class in a Fund either during the Initial Offer Period or on any

subsequent Dealing Day;

Minimum Repurchase Amount means such minimum number or minimum value of shares of any Class as the case may be (if any) which may be repurchased at any time by a Holder;

Minimum Shareholding means such minimum number or minimum value of shares of any Class as the case may be (if any) as the Directors may, from time to time, prescribe, as the minimum permitted holding of shares of that Class and which shall be greater at all times than the Minimum Repurchase Amount;

Month means a calendar month;

Net Asset Value means the net asset value of the Company or of any Fund or of any Class or of any share, which shall be calculated as at a Valuation Point by valuing the Assets of the Company or any Fund in accordance with the provisions of Appendix III;

OECD Member State means the member states for the time being of the Organisation for Economic Co-operation and Development,

Office means the registered office for the time being of the Company;

Prospectus means the prospectus issued from time to time by the Company as same may be amended, supplemented, consolidated, substituted or otherwise modified from time to time;

Permitted Investor means any person not disqualified from holding shares by virtue of Clause 19 of Appendix II;

Register means the register of Holders to be kept as required by the Companies Act and at all times outside the United Kingdom;

Registered Person means a registered person as defined in section 39 of the Companies Act;

Regulations means the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011 (S.I. No. 352 of 2011) as amended by the European Union (Undertakings for Collective Investment in Transferable Securities) (Amendment) Regulations 2016, S.I. No. 143 of 2016, as may be amended, supplemented or consolidated from time to time including any conditions that may from time to time be imposed thereunder by the Competent Authority;

Repurchase Price means the repurchase price of shares calculated and determined in accordance with Clauses 11 to 15 of Appendix II;

Seal means the common seal of the Company or (where relevant) the official securities seal kept by the Company pursuant to the Companies Act;

Secretary means any person appointed to perform the duties of the secretary of the Company;

Settlement Date means the latest date(s) as may be determined by the Directors from time to time by which payment of the Subscription Price or the Repurchase Price of shares of any Class must be received or made. In the case of the Repurchase Price, the latest date will normally be ten Business Days after the relevant Dealing Deadline;

share or shares means participating shares of no par value in the capital of the Company originally designated as unclassified participating shares;

Specific Investment means:

- (a) any Investment issued or guaranteed by the government or local authorities of a Member State;
- (b) any Investment issued or guaranteed by the government of an EEA Member State, Australia, Canada, Japan, New Zealand, Switzerland, United States (except for Liechtenstein) or public international bodies of which one or more Member States are members; and
- (c) any Investment issued anywhere in the world by an OECD Member State or Singapore,

excluding those referred to at (b) above (provided the relevant issues are investment grade), the Asian Development Bank, Euratom, European Union, European Central Bank, Council of Europe, Eurofima, European Investment Bank, African Development Bank, The Inter American Development Bank, European Bank for Reconstruction and Development, International Bank for Reconstruction and Development (i.e. the World Bank), International Finance Corporation, Federal National Mortgage Association (**Fannie Mae**), Federal Home Loan Mortgage Corporation (**Freddie Mac**), Government National Mortgage Association (**Ginnie Mae**), International Monetary Fund, Federal Home Loan Bank, (FHLB), Federal Farm Credit Bank, the Tennessee Valley Authority (TVA), the Student Loan Marketing Association (**Sallie Mae**) or Straight-A Funding LLC;

State means the Republic of Ireland

Subscriber Share means a non-participating share in the capital of the Company issued in accordance with these Articles and with the rights provided for under these Articles;

Subscription Price means the issue price of shares calculated and determined by the Directors in accordance with Clause 2 of Appendix II;

Supplement means any supplement to the Prospectus issued on behalf of the Company in relation to a Fund from time to time;

Taxable Irish Person means any person other than a Foreign Person and such other person as provided for in the Prospectus from time to time;

TCA means the Irish Taxes Consolidation Act, 1997 as amended from time to time;

Unhedged Currency Share Class means a Class of shares where typically, shares may be subscribed for and dividends calculated and paid and repurchase proceeds paid in a currency other than the base currency of the relevant Fund on the basis of a currency conversion at the prevailing spot currency exchange rate of the relevant base currency for the currency of the relevant share Class;

United States means the United States of America (including the States, the District of Columbia and the Commonwealth of Puerto Rico) its territories, possessions and all other areas subject to its jurisdiction;

United States Person or **U.S. Person** means unless otherwise determined by the Directors, (i) a natural person who is a resident of the United States; (ii) a corporation, partnership or other entity, other than an entity organised principally for passive investment, organised under the laws of the United States and which has its principal place of business in the United States; (iii) an estate or trust, the income of which is subject to United States income tax regardless of the source; (iv) a pension plan for the employees, officers or principals of an entity organised and with its principal place of business in the United States; (v) an entity organised principally for passive investment such as a pool, investment company or other similar entity; provided, that units of participation in the entity held by persons who qualify as U.S. persons or otherwise as qualified eligible persons represent in the aggregate 10% or more of the beneficial interests in the entity, and that such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the U.S. Commodity Futures Trading Commission's regulations by virtue of its participants being non-U.S. Persons; or (vi) any other "U.S. Person" as such term may be defined in Regulation S under the U.S. Securities Act of 1933, as amended, or in regulations adopted under the U.S. Commodity Exchange Act of 1922, as amended;

Valuation Point means such point in time, in such place or places as the Directors may, from time to time determine, by reference to which the Net Asset Value of the Company or of any Fund or of any share is calculated provided that there shall be at least two Valuation Points in every Month.

APPENDIX II

ISSUE OF SHARES

1 Terms and conditions of issue of shares

1.1.

- 1.1.1. Prior to the issue of any Class of shares the Directors shall determine the rights and restrictions attaching thereto including the Fund to which they relate, the designated currency of the shares and the fees and expenses to be borne by the Class of shares (which shall be disclosed in the Prospectus). The Directors may in relation to a Fund create more than one Class of shares to participate in the Fund in accordance with the requirements of the Competent Authority. The Directors may create more than one Class of shares to participate in a Fund which may be denominated by the Directors in the same or different currencies. The Directors shall at the time of creation of a Class determine if such Class of shares shall be constituted as a Derivative Specific Share Class and/or an Unhedged Currency Share Class. Notwithstanding anything contained in these Articles, the costs and gains/losses of any derivative transactions relating to a Derivative Specific Share Class shall accrue solely to the Holders of shares in such Class and shall not form part of the assets of the relevant Fund or constitute a liability of the relevant Fund. Any derivative transaction relating to a Derivative Specific Share Class shall be valued in accordance with the provisions of Clause 27.4.7 and shall be clearly attributable to the Derivative Specific Share Class. None of the Derivative Specific Share Classes shall be leveraged as a result of such derivative transactions.
 - 1.1.2. The name of each Fund may be amended by the Directors and any change of name shall not require the approval of the Holders in the relevant Fund and will be in accordance with the requirements of the Competent Authority.
 - 1.2. Shares in relation to other Funds may be issued and designated from time to time with the prior approval of the Competent Authority;
 - 1.3. Subject as hereinafter provided and subject to any regulations made or conditions imposed by the Competent Authority pursuant to the Regulations, the initial issue of shares by the Company shall be subject to the receipt by the Company or its authorised agents of:-
 - 1.3.1. an application in such form as the Directors may from time to time determine;
 - 1.3.2. such information and declarations as the Directors may from time to time require; and
 - 1.3.3. subsequent subscriptions may be made by telephone in accordance with the procedure set out in the Prospectus.
 - 1.4. Payment for shares shall be made by the Settlement Date in such currency and at such time, place and manner and to such person, on behalf of the Company, as the Directors may from time to time determine.
 - 1.5. The Company may (at the option of the Directors) satisfy any application for the allotment of shares by procuring the transfer to the applicant of fully-paid shares, the effective date of such transfer to be the relevant Dealing Day. In any such case, references in these Articles to allotting shares shall, where appropriate, be taken as references to procuring the transfer of shares.
 - 1.6. The allotment of shares may take place notwithstanding that the information or declarations referred to in sub-paragraph 1.2 above have not been received by the Company or its authorised agent provided that the application referred to in sub-paragraph 1.2.1 above has been received and provided further that if the said information or declarations have not been received within one Month (or such other period as the Directors may determine) after the Dealing Day on which such shares are allotted, the Directors shall be entitled to cancel the allotment and if so cancelled the relevant application monies (if any) shall be returnable to the applicant at his risk (together with such additional amount, if any, or after deducting such amount, if any, as the Directors may in their absolute discretion think fit, any such amount so deducted being retained by the Company for its own benefit) and until returned may be made use of by the Company for its own benefit.
 - 1.7. If payment in full for any shares is not received by the relevant Settlement Date, or in the event of non-clearance of funds, the Directors shall be entitled to cancel any allotment made and either return the relevant monies to the applicant at his risk or to treat the relevant monies as payment in respect of an application for shares made by the Dealing Deadline for the Dealing Day next following receipt of such monies or of cleared funds. In such cases the Company may charge the applicant for any resulting bank charges or market losses incurred by the Company.
 - 1.8. Applications within the meaning of sub-paragraph 1.3.1 above that are received by or on behalf of the

Company on or prior to the Dealing Deadline for a Dealing Day shall be dealt with on that Dealing Day. Such applications as are received after the Dealing Deadline for a Dealing Day shall, unless the Directors shall otherwise agree and provided they are received before the Valuation Point for the relevant Dealing Day, be deemed to have been received by the next Dealing Deadline. If requested, the Directors may, in their absolute discretion and subject to the prior approval of the Depositary, agree to designate additional Dealing Days and Valuation Points for the purchase of shares relating to any Fund which will be open to all Holders.

- 1.9. The Directors may, in their sole and absolute discretion, determine that in certain circumstances, it is detrimental for existing Holders to accept an application for shares in cash or in specie, representing more than 5% of the Net Asset Value of a Fund. In such case, the Directors may postpone the application and, in consultation with the relevant investor, either require such investor to stagger the proposed application over an agreed period of time, or establish an account outside the structure of the Company in which to invest the investor's subscription monies. Such account will be used to acquire the shares over a pre-agreed time schedule. The investor shall be liable for any transaction costs or reasonable expenses incurred in connection with the acquisition of such shares. Any applicable preliminary charge will be deducted from the subscription monies before the investment of the subscription monies commences.
- 1.10. Applications for the issue of shares will be irrevocable unless the Directors, or a delegate, otherwise agree.

2. Subscription Price

- 2.1. During the Initial Offer Period in relation to a Fund the Subscription Price per share of the relevant Class shall be the price as determined by the Directors. After the Initial Offer Period, the Subscription Price shall be the Net Asset Value per share of the relevant Class.
- 2.2. Where shares are issued at the Net Asset Value per share, the Subscription Price per share of the relevant Class shall be ascertained by:
 - 2.2.1. determining that proportion of the Net Asset Value of the relevant Fund which is attributable to the relevant Class of shares as at the Valuation Point for the relevant Dealing Day and deducting thereto such sum (if any) as the Directors may consider represents the appropriate provision for the Duties and Charges which would have been incurred on the assumption that all the Investments held by the Company as at that Valuation Point had been sold at that Valuation Point at prices equal to their respective values as at that Valuation Point;
 - 2.2.2. where the Class of shares is a Derivative Specific Share Class, adding to or deducting from (as the case may be) the sum calculated in accordance with 2.2.1 above the costs and gains/losses of any derivative transactions effected in respect of that Class;
 - 2.2.3. dividing the sum calculated in accordance with paragraph 2.2.1 above by the number of shares of the relevant Class in issue or deemed to be in issue in the relevant Fund at the Valuation Point for the relevant Dealing Day; and
 - 2.2.4. rounding the resulting amount so determined to a maximum of four decimal places of the unit of the currency in which such share is designated (**unit** for such purposes being the smallest fraction of the relevant currency which is legal tender in the country of issue of that currency).
- 2.3. For the purposes of this Clause 2, shares which have been allotted shall be deemed to be in issue from the close of business on the Dealing Day on which they are allotted and shares which have been repurchased shall be deemed to cease to be in issue at the close of business on the Dealing Day of such repurchase.
- 2.4. In calculating the Subscription Price, the Directors may on any Dealing Day when net subscriptions exceed a certain percentage (usually 1%) of the Net Asset Value adjust the Subscription Price by adding an anti dilution levy to cover dealing costs and to preserve the value of the underlying assets of a Fund.

3. Allotment of shares for non cash consideration

The Directors may, subject to the provisions of the Companies Act, in their absolute discretion allot

at which a new forward contract of the same size and maturity could be undertaken, or, if unavailable, they shall be valued at the settlement price as at the Valuation Point for the relevant Dealing Day as provided by the counterparty on a daily basis and verified on a weekly basis by a competent person (being independent from the counterparty), approved for such purpose by the Depositary.

27.4.8. Notwithstanding the provisions of paragraphs 27.4.1 to 27.4.7 above:-

- (i) The Directors or their delegate may, at their discretion in relation to any particular Fund which complies with the requirements of the Competent Authority for a money market fund, value any Investment using the amortised cost method of valuation and where a review of the amortised cost valuation vis-à-vis market valuation will be carried out in accordance with the Competent Authority's guidelines.
- (ii) The Directors or their delegate may, at their discretion, in relation to any particular Fund which is not a money market type Fund but which invests in money market instruments, value such instruments on the basis of amortised cost in accordance with the requirements of the Competent Authority.

27.4.9. In the event of it being impossible or incorrect to carry out a valuation of a specific investment in accordance with the valuation rules set out in paragraphs 27.4.1 to 27.4.8 above, or if such valuation is not representative of the security's fair market value, the value shall be estimated by the Directors or their delegate with care and in good faith, or by a competent person approved for the purpose by the Depositary, using an alternative method approved by the Depositary.

27.4.10. If in any case a particular value is not ascertainable as provided above or if the Directors shall consider that some other method of valuation better reflects the fair value of the relevant Investment, then in such case the method of valuation of the relevant Investment shall be such as the Directors in their absolute discretion shall determine, such method of valuation to be approved by the Depositary.

27.4.11. Notwithstanding the generality of the foregoing, the Directors may with the approval of the Depositary adjust the value of any such security if having regard to currency, applicable rate of interest, anticipated rate of dividend, maturity, marketability, liquidity and/or such other considerations as they may deem relevant, they consider that such adjustment is required to reflect the fair value thereof as at the relevant Valuation Point.

27.4.12. Any value expressed otherwise than in the base currency of the relevant Fund (whether of any investment or cash) and any non-base currency borrowing shall be converted into the base currency at the rate (whether official or otherwise) which the Depositary shall determine to be appropriate in the circumstances.

27.5. Notwithstanding the foregoing, where at any Valuation Point any Asset of the Company has been realised or contracted to be realised there shall be included in the Assets of the Company in place of such Asset the net amount receivable by the Company in respect thereof, provided that if such amount is not then known exactly then its value shall be the net amount estimated by the Directors as receivable by the Company. If the net amount receivable is not payable until some future time after the Valuation Point in question the Directors shall make such allowance as they consider appropriate to reflect the true current value thereof as at the relevant Valuation Point.

27.6. For the purposes of this Appendix:-

27.6.1. monies payable to the Company in respect of the allotment of shares shall be deemed to be an Asset of the Company as of the time at which such shares are deemed to be in issue in accordance with Clause 2.3 of Appendix II;

27.6.2. monies payable by the Company as a result of the cancellation of allotments or on the compulsory repurchase or transfer of shares or on repurchase of shares shall be deemed to be a liability of the Company from the time at which such shares are deemed to cease to be in issue in accordance with Clause 2.3 or Clause 12.3 of Appendix II.

27.6.3. monies due to be transferred as a result of an exchange of shares to another pursuant to an exchange notice shall be deemed to be a liability of the first Class and an Asset of the new

Class immediately after the Valuation Point for the Dealing Day on which the Exchange Notice is received or deemed to be received in accordance with Clause 9 of Appendix II.

- 27.7. Where the current price of an Investment is quoted **ex** any dividend (including stock dividend), interest or other rights to which the relevant Fund 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 Appendix III, the amount of such dividend, interest, property or cash shall be treated as an Asset of the relevant Fund.
- 27.8. For the purposes of ascertaining or obtaining any price, quotation, rate or other value referred to in this Appendix III for use in determining the value of any Asset, the Directors shall be entitled to use the services of any recognised information or pricing service.
- 27.9. Any valuations made pursuant hereto shall be binding on all persons.
- 27.10. The liabilities of the Company and where the context so admits or requires any Fund shall be deemed without limitation to include:-
- 27.10.1. the costs of dealing in the Assets of the Company;
 - 27.10.2. interest incurred in effecting, or varying the terms of, borrowings;
 - 27.10.3. all administrative expenses payable and/or accrued;
 - 27.10.4. any costs incurred in respect of meetings of Holders;
 - 27.10.5. costs incurred in respect of the establishment and maintenance of the Register;
 - 27.10.6. the audit fees and expenses of the Auditor;
 - 27.10.7. costs incurred in respect of the distribution of income to Holders;
 - 27.10.8. costs incurred in respect of the preparation and publication of prices of shares and of prospectuses, annual and interim reports and financial statements;
 - 27.10.9. legal and other professional fees and expenses incurred in connection with the business of the Company;
 - 27.10.10. costs and expenses incurred in respect of the formation of the Company and the initial offer of shares in the Company which may be amortised over such period or periods as the Directors may determine;
 - 27.10.11. taxation and duty payable by the Company in respect of the Assets of the Company including any dealings in shares or Assets;
 - 27.10.12. costs and expenses incurred in modifying the Articles and in respect of any agreement entered into by or in relation to the Company from time to time.
 - 27.10.13. unless otherwise agreed fees, expenses and disbursements of the Depositary and any sub-custodian, the management company, the investment manager/adviser, the administrator, and any other appointees of the Company including where appropriate any performance fees payable;
 - 27.10.14. secretarial fees and all costs incurred by the Company in complying with statutory requirements imposed upon it;
 - 27.10.15. Directors' fees and expenses;
 - 27.10.16. any fees of any regulatory authority in a country or territory outside Ireland and, if applicable, any fees levied by the Competent Authority;
 - 27.10.17. the fees and expenses including overheads, administrative costs, expenses and commissions incurred by any distributor appointed to market and distribute the shares;

- 27.10.18. the fees and expenses of any paying agent or representative appointed in another jurisdiction in compliance with the law or other requirements of that jurisdiction;
 - 27.10.19. all costs and expenses (including copyright expenses) incurred in relation to the marketing and promotion of the Company and the sale of the shares;
 - 27.10.20. any amount payable under indemnity provisions contained in the Articles or any agreement with any appointee of the Company;
 - 27.10.21. all sums payable in respect of any policy of insurance taken out by the Company on behalf of the Directors in respect of directors' and officers' liability insurance cover;
 - 27.10.22. all known liabilities including the amount of any unpaid dividend declared upon the shares or for the payment of moneys and other outstanding payments on shares previously repurchased;
 - 27.10.23. legal and other professional fees and expenses incurred in any proceedings instituted or defended to enforce, protect, safeguard, defend or recover the rights or Assets of the Company;
 - 27.10.24. all other liabilities of the Company of whatsoever kind and nature including an appropriate provision for taxes (other than taxes taken into account as Duties and Charges) and contingent liabilities as determined by the Directors, from time to time.
- 27.11. 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.
- 27.12. The Directors may at their discretion apply to the Net Asset Value of a Fund a sum representing a provision for Duties and Charges relating to the acquisition and disposal of Investments of the Fund.
- 27.13. Subject to the provisions of these Articles and the requirements of the Competent Authority, the Directors may determine that certain fees and expenses incurred by the Company and/or its Funds including, without limitation, formation costs and expenses and management/investment management fees and expenses (including any performance fee payable) will be charged to capital.

Names, Addresses and Descriptions of Subscribers

Goodbody Subscriber One Limited
International Financial
Services Centre
North Wall Quay
Dublin 1

Limited Liability Company

Goodbody Subscriber Two Limited
International Financial
Services Centre
North Wall Quay
Dublin 1

Limited Liability Company

Dated this 11 day of November 2004

Witness to the above signatures:

International Financial Services Centre
North Wall Quay
Dublin 1