

Irish Collective Asset-management Vehicles Act 2015

INSTRUMENT OF INCORPORATION

of

FRANKLIN LIBERTYSHARES ICAV

A VARIABLE CAPITAL COLLECTIVE INVESTMENT CORPORATE BODY
(an umbrella fund with segregated liability between sub-funds)

(as adopted by written resolution of the shareholders on 5 July 2017)

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1 DEFINITIONS

1.1 The following words shall bear the meanings set opposite to them unless inconsistent with the subject or context:

“Accounting Period” means, unless otherwise determined by the Directors, a financial period of the Fund commencing in the case of the first such period on the date of registration with the Central Bank and terminating on 31 December 2017 or such other date as the Directors may, from time to time, determine and in any other case commencing on the end of the last financial period and ending on 31 December of each year.

“Act” means the Irish Collective Asset-management Vehicles Act 2015 and every modification or re-enactment thereof for the time being in force.

“Administrator” means any person, firm or corporation appointed by the Responsible Person from time to time and for the time being responsible for the provision of administration, fund accounting and related services to the Fund.

“Annual Report” means a report prepared in accordance with Section 35 hereof.

“Auditors” means the auditors for the time being of the Fund.

“Base Currency” means the currency in which the Net Asset Value of each Sub-Fund is calculated or in which any class of Shares is denominated as determined by the Directors and disclosed in the Prospectus.

“Business Day” means such day or days as the Directors from time to time may determine in relation to a Sub-Fund and specify in the Prospectus.

“Central Bank” means the Central Bank of Ireland or any successor thereto.

“Class” means Shares of a particular Sub-Fund representing an interest in the Sub-Fund but designated as a class of Shares within such Sub-Fund for the purposes of attributing different proportions of the Net Asset Value of the relevant Sub-Fund to such Shares to accommodate different subscription, conversion and redemption charges, dividend arrangements, base currencies, currency hedging policies and/or fee arrangements specific to such Shares.

“Class Currency” means the currency in which a Share class of a Sub-Fund is designated as determined by the Directors and disclosed in the Prospectus in relation to such Sub-Fund.

“Class Expenses” means any expenses attributable to a specific Class including hedging costs, if any, legal fees, marketing expenses and the expenses of registering a Class in any jurisdiction or with any stock exchange, regulated market or settlement system and such other expenses arising from such registration and such further expenses howsoever arising as may be disclosed in the Prospectus.

“Computerised Security” means a Share, title to which is permitted by an Operator to be transferred by means of a Relevant System.

“Dealing Day” means such day or days as the Directors may from time to time determine in relation to a Sub-Fund and specify in the Prospectus provided that there will always be at least one every two weeks.

“Dematerialised” or **“dematerialised form”** in relation to a Share means such reference to a Share, the title to which is recorded on the Register as being held in uncertificated form, and title to which, by virtue of applicable law, may be transferred by an Operator by means of a Relevant System.

“Depository” means any person, firm or corporation appointed and for the time being responsible for the safekeeping of all of the assets of the Fund.

“Depository Agreement” means any agreement for the time being subsisting between the Fund and the Depository relating to the appointment and duties of such Depository.

“Director” means any director of the Fund for the time being.

“Distributor” means any person, firm or corporation appointed by the Fund from time to time and for the time being responsible for the provision of distribution and related services to the Fund.

“Distribution Agreement” means any agreement for the time being subsisting between the Manager and the Distributor relating to the appointment and duties of such Distributor.

“Fractional Share” means a fractional share in the Fund issued in accordance with Section 13.4.

“Fund” means Franklin LibertyShares ICAV, an Irish collective asset-management vehicle registered pursuant to the Act, to which this Instrument relates.

“Initial Offer Period” means the period determined by the Directors during which Shares of any class are offered by the Fund for purchase or subscription at the Initial Price.

“Initial Price” means the price at which any Shares of any class are first offered for purchase or subscription.

“Instrument” means this instrument of incorporation, including the Schedules, as amended from time to time.

“Investment” means any of the investments or assets of a Sub-Fund as more particularly set out in the Prospectus, including, in particular, any investments held through a Subsidiary Company.

“Investment Manager” means any person, firm or corporation appointed by the Responsible Person from time to time with the prior approval of the Central Bank and for the time being providing investment management and/or investment advisory services to the Fund.

“in writing” means written, printed, lithographed, photographed, telexed, telefaxed or represented by any other substitute for writing, whether electronic or otherwise, or partly one and partly another.

“Management Company” means Franklin Templeton International Services S.à r.l. or such other person for the time being appointed as manager by the Fund as successor thereto, in accordance with the requirements of the Central Bank.

“Minimum Subscription” means the minimum subscription from time to time specified in the Prospectus.

“month” means calendar month.

“Net Asset Value” means the amount determined for any particular Dealing Day pursuant to Section 20 and Schedule 1 hereof.

“Net Asset Value per Share” means the Net Asset Value divided by the number of Shares (in issue) of the relevant Sub-Fund (and where there is more than one Class of Shares in a Sub-Fund, the Net Asset Value attributable to each such Class, (subject to such adjustments, if any, as may be required) divided by the number of Shares (in issue) of the relevant Class).

“Officer” means any Director or the Secretary.

“Operator” means an operator of a Relevant System.

“Ordinary Resolution” means a resolution of the Fund or of one or more class(es) of Shares, as appropriate, passed by a simple majority of votes cast by the members of the Fund or class(es) of Shares, as appropriate, in person or by proxy at a general meeting of the Fund or any class(es) of Shares, as appropriate.

“Preliminary Expenses” means the preliminary expenses incurred in connection with the incorporation of the Fund, the obtaining by the Fund of authorisation and designation from the Central Bank under the Act and the initial offer of Shares pursuant to the Prospectus including the costs and expenses of preparing, publishing and distributing the Prospectus and all professional and legal fees and costs incurred in connection therewith.

“Prospectus” means the prospectus from time to time issued by the Fund in relation to the Fund and any supplement or supplements in relation to any Sub-Fund or Sub-Funds and any addendum designed to be read and construed together with and to form part of the prospectus.

“Recognised Market” means any stock exchange or market specified in the Prospectus provided that, with the exception of permitted investments in unlisted securities and off-exchange derivative instruments, investment in securities or financial derivative instruments will be made only in securities or financial derivative instruments listed or traded on an exchange or market (including derivative markets) which meets the regulatory criteria (regulated, operating regularly, recognised and open to the public) and which is listed in the Prospectus.

“Register” means the register in which are listed the names of Shareholders.

“Regulations” means the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011 (No. 352 of 2011) as amended and as may be further amended from time to time and all applicable Central Bank regulations made, conditions imposed or derogations granted thereunder.

“Relevant System” means a computer-based system and procedures, permitted by applicable law, which enables titles to units of a security to be evidenced and transferred without a written instrument and which facilitate supplementary and incidental matters.

“Responsible Person” means the Management Company or the Directors of the Fund as applicable in accordance with the Central Bank UCITS Regulations 2015.

“Rules” means any rules or conditions from time to time made by the Central Bank pursuant to the Act and the Regulations and including, without limitation, the Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1)) (Undertakings for Collective Investment in Transferable Securities) Regulations 2015 as may be amended or replaced from time to time.

“Secretary” means any person, firm or corporation appointed by the Directors to perform any of the duties of the secretary of the Fund.

“Share” or **“Shares”** means a share or shares in the Fund representing interests in a Sub-Fund.

“Shareholder” or **“Shareholders”** means a person or persons registered as a holder of Shares.

“signed” includes a signature or representation of a signature affixed by mechanical or other means.

“Special Resolution” means a special resolution of the Fund or of one or more class(es) of Shares, as appropriate, passed by not less than 75 per cent of the votes cast by the members of the Fund or any class(es) of Shares, as appropriate, in person or by proxy at a general meeting of the Fund or any class(es) of Shares, as appropriate.

“Sub-Fund” means any sub-fund from time to time established pursuant to Section 9 and which may comprise one or more classes of Shares.

“Subscriber Shares” means the Shares which the subscribers to the Instrument agree to subscribe for as more particularly hereinafter set forth after their names.

“Subsidiary Company” means any subsidiary company which is a wholly owned entity used by a Sub-Fund to hold assets.

“UCITS” means an undertaking for collective investment in transferable securities within the meaning of the Regulations.

“Valuation Period” means a period:

(a) commencing on:

- (i) in the case of the initial Valuation Period, the date of commencement of operations of the relevant Sub-Fund; or
- (ii) in the case of each subsequent Valuation Period, the date immediately following the close of the previous Valuation Period; and

(b) terminating on the first to occur of:

- (i) the last day of the current Accounting Period of the relevant Sub-fund;
- (ii) the next Valuation Point of the relevant Sub-Fund; and
- (iii) the date when the relevant Sub-fund shall terminate.

“Valuation Point” means such time as the Directors shall determine and specify in the Prospectus, being the time as of which the value of assets and liabilities of a Sub-Fund shall be calculated;

1.2 Reference to enactments and to articles and sections of enactments shall include reference to any modifications or re-enactments thereof for the time being in force.

1.3 Unless repugnant to the context:

1.3.1 words importing the singular number shall include the plural number and vice versa;

1.3.2 words importing the masculine gender only shall include the feminine gender;

1.3.3 words importing persons only shall include companies or associations or bodies of persons, whether corporate or not;

1.3.4 the word “may” shall be construed as permissive and the word “shall” shall be construed as imperative.

1.4 Nothing in this Instrument shall be construed so as to prohibit the Fund, the Investment Manager, the Depositary, the Administrator or any other service provider to the Fund from complying with any applicable law, rule and/or regulation including but not limited to the Regulations and any applicable Rules. Furthermore, the terms of the appointment of any Investment Manager, Depositary, the Administrator and other service provider shall be in accordance with applicable law, rule and/or regulation including but not limited to the but not limited to the Regulations and any applicable Rules.

2 **NAME OF THE FUND**

2.1 The name of the Fund is Franklin LibertyShares ICAV.

2.2 No change in the name of the Fund shall be made without the prior approval of the Central Bank and any such change shall be in accordance with the Act and the requirements of the Central Bank.

3 **CONSTITUTION AND TYPE OF VEHICLE**

3.1 The Fund is a variable capital investment corporate body established pursuant to the Act and the Regulations and is constituted as an umbrella fund with segregated liability between Sub-Funds.

3.2 The registered office of the Fund is situated in Ireland.

3.3 The Shareholders are not liable for the debts of the Fund.

4 OBJECT

4.1 The sole object of the Fund shall be the collective investment of its sub-funds in either or both transferable securities and other liquid financial assets of capital raised from the public, operating on the principle of risk spreading as permitted by the Central Bank in accordance with the Regulations and the Rules and the giving to Shareholders the benefit of the results of the management of its funds, as further described in the Prospectus. The Fund may take any measure and carry out any operations which it may deem useful or necessary to the accomplishment and development of its purpose to the full extent permitted by applicable law.

4.2 For the purposes of achieving its object, the Fund shall also have the following powers:

4.2.1 To carry on business as an investment vehicle and for that purpose to acquire, dispose of, invest in and hold by way of investment, either in the name of the Fund or in that of any nominee, any interest in any real estate (whether leasehold, freehold or otherwise) or real estate related interest and any shares, stocks, warrants, units, participation certificates, debentures, debenture stock, bonds, obligations, collateralised obligations, loans, loan stock, notes, loan notes, promissory notes, structured notes, structured bonds, structured debentures, commercial paper, certificates of deposit, bills of exchange, trade bills, treasury bills, futures contracts, swap contracts, contracts for differences, commodities of every description (including precious metals and oil), variable or floating rate securities, securities in respect of which the return and/or redemption amount is calculated by reference to any index, price or rate, options contracts, forward rate agreements, policies of assurance and insurance, currencies, money market instruments and financial instruments and securities of whatsoever nature created, issued or guaranteed by any company wherever incorporated or carrying on business or by any partnership, trust, unit trust, mutual fund or other collective investment scheme of whatsoever nature wherever formed or registered or carrying on business or issued or guaranteed by any government, government instrumentality, political subdivisions, sovereign ruler, commissioners, public body or authority supreme, dependant, state, territorial, commonwealth, municipal, local, supranational or otherwise in any part of the world, units of or participation in any unit trust scheme, mutual fund or other collective investment scheme in any part of the world and whether or not fully paid up and any present or future rights and interest to or in any of the foregoing and from time to time to acquire, invest in and vary, exchange, grant, sell and dispose of options over any of the foregoing and to subscribe for the same subject to such terms and conditions (if any) as may be thought fit and to exercise and enforce all rights and powers conferred by or incidental to the ownership or holding of any of the foregoing or of any legal or equitable interest therein 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;

4.2.2 To deposit money, securities and any other property of whatsoever nature to or with such person 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;

- 4.2.3 To do all such other things as may be deemed requisite, incidental or conducive to the attainment of the objects of the Fund; and
- 4.2.4 To do all such other things in any part of the world, whether as principals, agents, contractors, trustees or otherwise and either by or through trustees, agents, sub-contractors or otherwise and either alone or in partnership or conjunction with any person, Fund or company and to contract for the carrying on of any operation connected with the Fund's business by any person, Fund or company.
- 4.3 Each of the powers of the Fund (whether enumerated or not) is to be interpreted and exercised as ancillary to the main object but separate from and ranking equally to any other power.
- 4.4 Subject to the provisions of the Act, the business of the Fund shall be commenced as soon after the registration of the Fund as the Directors think fit.
- 4.5 In the cases and under the conditions identified in the UCITS Regulations, the Fund may pursue its investment objectives by utilising an intermediate investment vehicle, such as a trust, Irish collective asset-management vehicle, company or Subsidiary Companies (an "**Intermediate Investment Vehicle**") and by advancing monies for investment by such an Intermediate Investment Vehicle by way of loan, subscription for equity capital or otherwise, provided that where the Fund uses an Intermediate Investment Vehicle, the Fund shall maintain beneficial ownership of all of the issued share capital of such Intermediate Investment Vehicle and the shares in and assets of such Intermediate Investment Vehicle shall be kept under the control of the Depositary.

5 **BASE CURRENCY**

The accounts of the Fund shall be prepared in the Base Currency. The currency of denomination of each Sub-Fund (in which the scheme property allocated to it would be valued and the prices of Shares calculated and payments made) shall be that as stated in the Prospectus.

6 **EXPENSES**

- 6.1 The charges and expenses of the Fund may be discharged out of the assets of the Fund, as more specifically outlined in the Prospectus.
- 6.2 The Preliminary Expenses shall be payable by the Fund and the amount so payable may in the accounts of the Fund be carried forward and amortised in such manner and over such period as the Directors may determine and the Directors may at any time and from time to time determine to lengthen or shorten any such period. The Fund shall reimburse the Investment Manager or its affiliates for any and all Preliminary Expenses initially paid by the Investment Manager on behalf of the Fund.
- 6.3 The Fund may also bear the following expenses:
 - 6.3.1 all taxes and expenses which may be incurred in connection with the acquisition and disposal of Investments and all other assets of the Fund;

- 6.3.2 all taxes which may be payable on the assets, income and expenses chargeable to the Fund;
- 6.3.3 all brokerage, bank and other charges incurred by the Fund in relation to its business transactions;
- 6.3.4 all remuneration, fees, costs and expenses due to the Depositary, the Investment Manager (including those of any investment adviser appointed by the Investment Manager), the Administrator, the Secretary, the Distributors, the Auditors and the legal advisers to the Fund and any other person, firm or corporation providing services to or for the benefit of the Fund;
- 6.3.5 all expenses incurred in connection with publication and supply of information to Shareholders and in particular, but without limitation, the cost of printing and distributing the annual audited financial statements as well as any other reports to the Central Bank or to any other regulatory authority or the Shareholders and the cost of preparing, publishing and distributing the Prospectus and any subsequent offering documents for Shares (including the costs of developing and enhancing computer software and electronic transmission techniques to distribute such documents or information) and the cost of all stationery, printing and postage costs in connection with the preparation and distribution of information to Shareholders, the expense of publishing daily price and yield information in relevant media and all marketing and promotional expenses;
- 6.3.6 all expenses incurred in registering the Fund with any governmental agencies or regulatory authorities and maintaining the registration of the Fund with such governmental agencies or regulatory authorities, (including local securities dealers associations) and the cost of listing and maintaining a listing of Shares on any stock exchange;
- 6.3.7 the fees of any local paying, centralisation, registration or other similar agent (which must be at normal commercial rates);
- 6.3.8 the costs and expenses arising from any licensing or other fees payable to any Index Provider or other licensor of intellectual property, trademarks or service marks used by the Fund;
- 6.3.9 all expenses incurred in connection with the operation and management of the Fund, including, without limitation to the generality of the foregoing, all Directors' fees, all costs incurred in organising Directors' meetings and Shareholders' meetings and obtaining proxies in relation to such meetings, all insurance premiums and association membership dues and all non-recurring and extraordinary items of expenditure as may arise;
- 6.3.10 professional fees and expenses for legal and other consulting services;
- 6.3.11 all establishment costs of the Fund and Sub-Funds;
- 6.3.12 any and all expenses arising in respect of the termination or liquidation of the Fund; and

- 6.3.13 any and all expenses arising in respect of legal or administrative proceedings concerning the Fund.
- 6.4 All recurring expenses will be charged against current income or against realised capital gains, and, if need be, against assets of the Fund as the Directors may from time to time decide.
- 7 DEPOSITARY, MANAGEMENT COMPANY, INVESTMENT MANAGER, ADMINISTRATOR AND OTHER DELEGATES**
- 7.1 The Fund shall forthwith after its registration with the Central Bank and before the issue of any shares, other than the Subscriber Shares, appoint a person, firm or corporation to act as Depositary with responsibility for the safe custody of all of the assets of the Fund and any Subsidiary Company appointed to indirectly hold assets.
- 7.2 The Fund may, but is not required to, appoint an entity to act as Management Company and the Directors may entrust to and confer upon the entity so appointed any of the powers, duties, discretions and / or functions exercisable by them as Directors, upon such terms and conditions (including the right to remuneration payable by the Fund) and with such powers of delegation and such restrictions as they think fit.
- 7.3 The Responsible Person has the power to also appoint a person, firm or corporation to act as Investment Manager of the Fund's Investments and assets, a person, firm or corporation to act as Administrator and a person, firm or corporation to act as Distributor.
- 7.4 The Fund's property (subject to any exceptions permitted by the Central Bank) shall be entrusted to the Depositary for safekeeping. The types of assets and geographical regions in which the Fund may invest shall be set out in the Prospectus.
- 7.5 The appointment of the Depositary, the Management Company, the Administrator and the Investment Manager shall in each case be subject to the prior approval of the Central Bank.
- 7.6 In the event of the Depositary desiring to retire or the Company desiring to remove the Depositary from office, the Directors shall use their best endeavours to find a person qualified to act under the Regulations and willing to act as Depositary, subject to approval by the Central Bank and, upon so doing, the Directors shall, subject to the approval of the Central Bank, appoint such person to be Depositary in place of the former Depositary. Save as provided in Section 7.6 hereof, the Depositary may not retire or be removed from office until the Directors shall have found a person willing to act as Depositary and such person shall have been appointed Depositary in place of the former Depositary, subject to approval by the Central Bank.
- 7.7 If the Depositary shall have given to the Fund notice of its desire to retire from its appointment or the appointment of the Depositary is terminated pursuant to the terms of the relevant depositary agreement and no successor shall have been appointed in accordance with this Instrument within ninety (90) days from the giving of such notice, the Directors shall call a general meeting at which an Ordinary Resolution shall be proposed to, subject to the approval of the Central Bank, repurchase the Shares or appoint a liquidator who shall wind up the ICAV and shall apply, thereafter, to the Central Bank to revoke the authorisation of the ICAV whereupon the Depositary's appointment shall terminate.

- 7.8 In the event that the Management Company shall resign or its appointment shall otherwise terminate the Directors shall use their best endeavours to procure that some other person approved by the Central Bank act as Management Company in accordance with the requirements of the Central Bank.

8 SHARE CAPITAL

- 8.1 The actual value of the paid up Share capital of the Fund shall at all times be equal to the Net Asset Value of the Fund as determined in accordance with Sections 20 and 21 hereof.
- 8.2 The Share capital of the Fund shall be equal to the value for the time being of the issued Share capital of the Fund. The Fund may issue up to 500,000,000,002 (five hundred billion) Shares of no par value and 2 (two) Subscriber Shares of no par value issued at €1.00 each. The maximum issued Share capital of the Fund shall be 500,000,000,002 Shares of no par value and the minimum issued Share capital of the Fund shall be €0 represented by two Subscriber Shares of no par value issued for €1 each.
- 8.3 The Directors are hereby generally and unconditionally authorised to exercise all the powers of the Fund to issue Shares in the Fund provided that the total amount of issued Share capital does not exceed the maximum issued Share capital set out in Section 8.2 above.
- 8.4 The Subscriber Shares shall not participate in the dividends or assets of any Sub-Fund.
- 8.5 Shares may be issued with such voting rights and rights to participate in the dividends and assets of a Sub-Fund or of the Fund as the Directors from time to time may determine and set forth in the Prospectus.
- 8.6 The liability of the Shareholders shall be limited to the amount, if any, unpaid on the Shares respectively held by them without prejudice to any other liability to which a Shareholder may be subject as provided by or under the Act. The Shareholders shall not be liable for the debts of the Fund.

9 SUB-FUNDS AND CLASSES OF SHARES

- 9.1 The Fund is an umbrella fund with segregated liability between its Sub-Funds and each Sub-Fund may be comprised of one or more classes of Shares. The Fund is comprised of the Sub-Funds specified in the Prospectus, as may be amended from time to time.
- 9.2 With the prior approval of the Central Bank, the Responsible Person from time to time may establish a Sub-Fund by the issue of one or more separate classes of Shares on such terms as the Directors may resolve. The creation of such additional Sub-Funds and one or more separate classes of Shares shall be in accordance with this Instrument, the Prospectus and the requirements of the Central Bank.
- 9.3 The investment objectives of (and any specific restrictions applicable to) each Sub-Fund are set out in the Prospectus. Subject to any specific provisions set out in respect of a particular Sub-Fund in the Prospectus, the investment and borrowing powers of each Sub-Fund are all those contained in the Regulations and permitted under the Act. Without prejudice to the generality of the foregoing, the Fund may from time to time establish Sub-Funds which have as their aim the replication of the composition of a stock or debt securities index which is recognised by the Central Bank.

- 9.4 A Sub-Fund may be wound-up by the Directors in their absolute discretion, as if it were a separate Fund, if the Directors resolve that it is desirable to terminate the Sub-Fund and provided the termination is in accordance with the provisions of Section 38 hereof, the Act and the Rules.
- 9.5 The Responsible Person may from time to time re-designate any existing class of Shares in the Fund and merge such class of Shares with any other class of Shares in the Fund, provided that Shareholders in such class or classes are first notified by the Fund and given the opportunity to have the Shares repurchased. With the prior consent of the Responsible Person, Shareholders may convert Shares in one class of Shares into Shares of another class in the Fund in accordance with the provisions of Section 13.9 hereof.
- 9.6 For the purpose of enabling Shares of one class to be re-designated or converted into Shares of another class, the Fund may take such action as may be necessary to vary or abrogate the rights attached to Shares of one class to be converted so that such rights are replaced by the rights attached to the other class into which the Shares of the original class are to be converted.
- 9.7 Any outstanding classes of Shares of a Sub-Fund may, in the discretion of the Directors, be re-designated and converted (after the payment or accrual of all applicable fees and expenses) into Shares of another class of the same Sub-Fund at the prevailing Net Asset Value per Share of such other class.
- 9.8 All consideration received by the Fund for the allotment or issue of Shares of each issue, together with all Investments in which such consideration is invested or reinvested, all income, earnings, profits and proceeds thereof shall be segregated and kept separate in the accounts of the Depositary from all other moneys of the Fund and such assets and moneys shall be referred to as a “**Sub-Fund**”, there being one such Sub-Fund in respect of each issue to which the following provisions shall apply:
- 9.8.1 The Fund shall keep separate books of account for each issue. The proceeds from the issue of Shares of each issue shall be applied to the Sub-Fund established for that issue and the assets and liabilities and income and expenditure attributable thereto shall be applied to such Sub-Fund subject to the provisions of this Section;
- 9.8.2 Any asset derived from another asset comprised in a Sub-Fund shall be applied to the same Sub-Fund as the asset from which it was derived and any increase or diminution in the value of such an asset shall be applied to the relevant Sub-Fund;
- 9.8.3 In the case of any asset which the Directors do not consider as readily attributable to a particular Sub-Fund or Sub-Funds, the Directors shall have discretion to determine the basis upon which any such asset shall be allocated between Sub-funds and the Directors shall have the power at any time and from time to time to vary such basis;
- 9.8.4 Each Sub-Fund shall be charged with the liabilities, expenses, costs, charges or reserves of the Fund in respect of or attributable to that Sub-Fund and any such liabilities, expenses, costs, charges or reserves of the Fund not readily attributable to any particular Sub-Fund or Sub-Funds shall be allocated and

charged by the Directors in such manner and on such basis as the Directors in their discretion deem fair and equitable and the Directors shall have the power to and may at any time and from time to time vary such basis;

9.8.5 If, as a result of a creditor proceeding against certain of the assets of the Fund or otherwise, a liability, expense, cost, charge or reserve would be borne in a different manner from that in which it has been borne under paragraph 9.8.4 above, or in any similar circumstances, the Directors may, with the consent of the Depositary, transfer in the books and records of the Fund any assets to and from any of the Sub-Funds; and

9.8.6 Subject as otherwise provided in this Instrument, the assets held in each Sub-Fund shall be applied solely in respect of the Shares of the issue to which such Sub-Fund appertains and shall belong exclusively to the relevant issue and shall not be used to discharge directly or indirectly the liabilities of or claims against any other Sub-Fund and shall not be available for any such purpose.

10 PERMITTED INVESTMENTS

10.1 The Company shall invest only in Investments permitted under the Rules and subject to the restrictions and limits set out in the Rules and outlined in the Prospectus.

10.2 Without prejudice to the generality of Section 10.01, the Directors may decide to invest in:

10.2.1 transferable securities listed, traded or dealt in or on a Recognised Market; and

10.2.2 recently issued transferable securities provided that the terms of issue include an undertaking that application will be made for admission to official listing on or for trading or dealing on any Recognised Market within one year of issue.

10.3 Subject to the restrictions and limits set out in the Rules and to the approval of the Central Bank, a UCITS may invest up to 100% of net assets in different transferable securities and money market instruments issued or guaranteed by any Member State, its local authorities, non-Member States or public international body of which one or more Member States are members: OECD Governments (provided the relevant issues are investment grade), Government of the People's Republic of China, Government of Brazil (provided the issues are of investment grade), Government of India (provided the issues are of investment grade), Government of Singapore, European Investment Bank, European Bank for Reconstruction and Development, International Finance Corporation, International Monetary Fund, Euratom, The Asian Development Bank, European Central Bank, Council of Europe, Eurofima, African Development Bank, International Bank for Reconstruction and Development (The World Bank), The Inter-American Development Bank, European Union, Federal National Mortgage Association (Fannie Mae), Federal Home Loan Mortgage Corporation (Freddie Mac), Government National Mortgage Association (Ginnie Mae), Student Loan Marketing Association (Sallie Mae), Federal Home Loan Bank, Federal Farm Credit Bank, Tennessee Valley Authority, Straight-A Funding LLC and such other governments, local authorities and public bodies as the Central Bank may permit pursuant to the Rules. A Sub-Fund must hold securities from at least 6 different issues, with securities from any one issue not exceeding 30% of net assets.

10.4 The Fund may invest in collective investment undertakings of the open-ended type within the meaning of article 3(2) of the Regulations provided that the investment policies of such

collective investment undertakings are consistent with the policies of the relevant Sub-Fund. The Fund may in this regard, subject to the prior approval of the Central Bank, invest in collective investment undertakings with which the Fund is linked by common management or control or by substantial direct or indirect holding provided that the said collective investment undertaking has investment policies consistent with the investment policies of the relevant Sub-Fund.

- 10.5 A Sub-Fund may invest up to 20% of net assets in shares and/or debt securities issued by the same body where the investment policy of the Sub-Fund is to replicate an index. The index must be recognised by the Central Bank on the basis that it is:

10.5.1 sufficiently diversified;

10.5.2 represents an adequate benchmark for the market to which it refers; and

10.5.3 is published in an appropriate manner.

- 10.6 The limit in Section 10.5 may be raised to 35%, and applied to a single issuer, where this is justified by exceptional market conditions.

- 10.7 Except where otherwise disclosed in the Prospectus, a Sub-Fund may not invest more than 10% of net assets in aggregate in other collective investment schemes.

- 10.8 Subject to the provisions of the Regulations, the Responsible Person may exercise all the powers of the Fund to employ techniques and instruments for hedging and efficient portfolio management purposes in relation to the Investments or any of them or any other assets or any borrowing by the Fund.

11 REGISTER OF SHAREHOLDERS AND SHARE CERTIFICATES

- 11.1 A Shareholder shall have his title to Shares evidenced by having his name, address and number of Shares held by him entered in the Register which shall be maintained in the manner required by law, provided that no person holding less than the Minimum Subscription shall be entered on the Register as a Shareholder.

- 11.2 A Shareholder whose name appears in the Register shall be entitled to be issued with a confirmation of ownership or, at the discretion of the Directors, a Share certificate or Share certificates representing the number of Shares held by him, provided, however, that no Share certificate shall be issued where the Shareholder has indicated in writing that it does not wish to receive one. Share certificates may be issued under hand by a Director (whose signature may be reproduced mechanically) and shall be signed by a duly authorised signatory of the Depositary (whose signature may be reproduced mechanically).

- 11.3 If a Share certificate shall be damaged or defaced or alleged to have been lost, stolen or destroyed, a new Share certificate representing the same Shares may be issued to the Shareholder upon request subject to delivery up of the old Share certificate or (if alleged to have been lost, stolen or destroyed) on compliance with such conditions as to evidence and indemnity and the payment of exceptional out-of-pocket expenses of the Fund in connection with the request as the Directors may think fit.

- 11.4 The Directors shall cause to be entered in the Register the following particulars:

- 11.4.1 the name and address of each Shareholder (save that in the case of joint holders, the address of the first named holder only need be entered);
 - 11.4.2 a statement of the number of Shares held by each Shareholder, which statement shall distinguish each Share by its number (if any), the Sub-Fund and the class of Shares (if any) of such Sub-Fund to which the Share belongs and of the amount paid or agreed to be considered as paid on such Shares;
 - 11.4.3 the date on which each person was entered in the Register as a Shareholder; and
 - 11.4.4 the date on which any person ceased to be a Shareholder.
- 11.5
- 11.5.1 The Register shall be kept in such manner as to show at all times the Shareholders of the Fund for the time being and the Shares respectively held by them;
 - 11.5.2 The Register shall be kept available for inspection in accordance with the Act at the registered office of the Fund or such other place as the directors may determine from time to time.
- 11.6 The Directors shall not be bound to register more than four persons as the joint holders of any Share or Shares. In the case of a Share held jointly by several persons, the Directors shall not be bound to issue therefor more than one confirmation of ownership or Share certificate and the issue of a confirmation of ownership, or Share certificate for a Share to the first named of several joint holders shall be sufficient delivery to all.
- 11.7 Where two or more persons are registered as the holders of any Shares they shall be deemed to hold the same as joint tenants, subject to the provisions following:
- 11.7.1 the joint holders of any Shares shall be liable, severally, as well as jointly, in respect of all payments which ought to be made in respect of such Shares;
 - 11.7.2 any one of such joint holders may give effectual receipts for any dividend, bonus or return of capital payable to such joint holders;
 - 11.7.3 only the first-named of the joint holders of a Share shall be entitled to delivery of the Share certificate relating to such Share or to receive notices from the Fund to attend general meetings of the Fund. Any Share certificate delivered to the first-named of joint holders shall be effective delivery to all and any notice given to the first-named of joint holders shall be deemed notice given to all the joint holders;
 - 11.7.4 the vote of the first-named of joint holders who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holders; and
 - 11.7.5 for the purpose of the provisions of this Section, the first-named shall be determined by the order in which the names of the joint holders stand in the Register.

- 11.8 Subject to applicable law, the Directors may (without consulting the holders of any class of Shares) determine that a Share or Shares of any class is or are to become a Computerised Security or Computerised Securities or that any such Share or Shares must cease to be a Computerised Security or Computerised Securities. Subject to applicable law and the facilities and requirements of the Relevant System, the Directors may implement any arrangements in relation to the holding of Shares in dematerialised form and the transfer of the title to the Shares of that class by means of a Relevant System.
- 11.9 Subject to applicable law, the facilities and requirements of the Relevant System and the consent of the Directors, a Shareholder may change a Share which is a Computerised Security from a Share held in certificated form to a Share held in dematerialised form and vice versa.
- 11.10 While a class of Shares is a Computerised Security, this Instrument only applies to a Share of that class to the extent that it is consistent with the holding of Shares of that class in dematerialised form, the transfer of title to Shares of that class by means of a Relevant System and applicable law.
- 11.11 While a class of Shares is a Computerised Security, the Fund shall enter on the Register the number of Shares each Shareholder holds in dematerialised form and certificated form and shall maintain the Register in accordance with applicable law and the Relevant System.
- 11.12 Notwithstanding any provision of this Instrument, a class is not to be treated as two classes by virtue only of that class comprising both Shares in certificated form and dematerialised form or as a result of any provision of this Instrument or of applicable law applying only in respect of Shares in certificated form or in dematerialised form.
- 11.13 The Register may be kept on magnetic tape or in accordance with some other mechanical or electrical system provided legible evidence can be produced therefrom to satisfy the requirements of applicable law and of this Instrument.

12 DEALING DAYS

Subject as hereinafter provided, all issues and repurchases of Shares shall be effected or made with effect from a Dealing Day provided that the Fund may provisionally allot Shares on a Dealing Day on the basis that the Shares shall be issued on receipt of cleared subscription monies and in the event that the Fund does not receive the cleared subscription monies in respect of such allotment within the period specified in the Prospectus or within such other reasonable time period as may be determined by the Directors, such provisional allotment may be cancelled.

13 ISSUE OF SHARES AND CONVERSION OF SHARES

- 13.1 Subject as hereinafter provided, the Fund on or with effect from any Dealing Day on receipt by it of the following:
- 13.1.1 an application for Shares in such form as the Fund from time to time may determine; and
 - 13.1.2 such declarations as to the applicant's status, residence and otherwise as the Fund from time to time may require; and

- 13.1.3 payment for the Shares within the usual time limits in such manner as the Fund from time to time may specify, provided that if the Fund receives payment for the Shares in a currency other than the Class Currency for such Shares, the Fund shall convert or arrange for the conversion of the monies received into the Class Currency and shall be entitled to deduct therefrom all expenses incurred in the conversion;

may issue or allot Shares in any class at the Net Asset Value then obtaining for each Share in such class or at such other price as may be disclosed in the Prospectus from time to time. Any such issue of Shares shall be in accordance with the requirements of this Instrument, the Prospectus and the requirements of the Central Bank.

- 13.2 The Fund shall be entitled to receive securities or other Investments from an applicant for Shares in any class and to sell, dispose of or otherwise convert such securities or Investments into cash and to apply such cash (net of any expenses incurred in the conversion) for the purchase of Shares in the Fund in accordance with the provisions hereof.
- 13.3 All information required under the Rules as specified in the Prospectus will be made available to prospective investors prior to subscriptions being accepted.
- 13.4 The Directors shall be entitled to issue Fractional Shares in any class where the subscription monies received by the Fund are insufficient to purchase an integral number of Shares in that class.
- 13.5 The Directors may determine to issue Shares which are only partly paid at the time of issue, subject to such conditions as may be specified in the Prospectus.
- 13.6 The Directors may delegate to the Administrator or to any duly authorised Officer or other person, the duties of accepting the subscription for, receiving payment for and allotting or issuing new Shares.
- 13.7 The Directors in their absolute discretion may refuse to accept any application for Shares in the Fund or any application to convert Shares in any class to Shares in another class or may accept any such application in whole or in part.
- 13.8 No person shall be recognised by the Fund as holding any Shares on trust and the Fund shall not be bound by or recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any Shares or (except only as otherwise provided herein or as by law may be required) any other right in respect of any Share, except an absolute right of title thereto in the registered holder.
- 13.9 Subject as hereinafter provided, a holder of Shares of any class (the “**Original Shares**”) may, with the prior consent of the Directors, from time to time convert all or any portion of such Shares (“**Conversion**”) having such minimum value at the time of Conversion as may be determined by the Directors from time to time into Shares of another class (the “**New Shares**”) either existing or agreed to be brought into existence if permitted and on such terms as are disclosed in the Prospectus. Any Original Shares of a Sub-Fund may also, in the discretion of the Directors, be converted into New Shares of the same Sub-Fund at the prevailing Net Asset Value per Share of such other New Shares, only if permitted and in the circumstances set out in the Prospectus.

14 RIGHTS IN SCHEME PROPERTY

- 14.1 The assets of the Fund shall belong exclusively to the Fund and no Shareholder shall have any interest in the underlying assets of the Fund.
- 14.2 The rights which attach to each Share of any given class are as follows:
- 14.2.1 the right, in accordance with this Instrument, to participate in or receive profits or income arising from the acquisition, holding, management or disposal of Fund property;
 - 14.2.2 the right, in accordance with this Instrument, to vote at any annual general meeting of Shareholders of the Fund or at any meeting of the Shareholders of a class of Shares; and
 - 14.2.3 such other rights as may be provided for in this Instrument in relation to Shares of that class, subject to the regulations and conditions imposed by the Central Bank.

15 PRICE PER SHARE

- 15.1 The Initial Price per Share at which the Shares of any class shall be allocated or issued and the commission payable on the Initial Price and the Initial Offer Period in relation to any Sub-Fund shall be determined by the Directors.
- 15.2 The price per Share for any class of Shares on any Dealing Day following the Initial Offer Period shall be the Net Asset Value per Share in such class applicable in the case of issues of Shares in such class as determined in accordance with Section 20 and Schedule 1 or such other price as may be determined by the Directors and disclosed in the Prospectus from time to time.
- 15.3 Shares may only be issued at fixed price after the Initial Offer Period where it has been confirmed to the Central Bank by the Fund that existing Shareholders of the relevant Sub-Fund will not be prejudiced.
- 15.4 The Directors may require an applicant for Shares to pay to the Fund in addition to the price per Share such commission and duties and charges in respect of the Shares as the Directors from time to time may determine.
- 15.5 Notwithstanding any other provision of this Instrument, in calculating the price per Share for any class of Shares on any Dealing Day when there are net subscriptions the Responsible Person may adjust the subscription price by adding an anti-dilution levy to cover dealing costs and to preserve the value of the underlying assets of the relevant Sub-Fund.
- 15.6 Subject to the provisions of the Act and the Rules, the Directors on or with effect from any Dealing Day may issue Shares in any class on terms providing for settlement to be made by the vesting in the Depositary, on behalf of the Fund of any Investments for the time being held or which may be held hereunder and in connection therewith the following provisions shall apply:

- 15.6.1 the assets to be transferred in to the Sub-Fund must qualify as investments of the Sub-Fund in accordance with the investment objectives, policies and restrictions which are set out in the Prospectus;
- 15.6.2 the Directors shall be satisfied that the terms of any such exchange shall not be such as are likely to result in any material prejudice to the Shareholders;
- 15.6.3 the number of Shares to be issued shall be not more than the number which would have been issued for settlement in cash as hereinbefore provided on the basis that the amount of such cash was an amount equal to the value of the Investments to be so vested in the Fund as determined by the Directors on the relevant Dealing Day;
- 15.6.4 no Shares shall be issued until the Investments shall have been vested in, or arrangements have been made to vest the Investments in, the Depositary or its sub-custodian, nominee or agent and the Depositary is satisfied that the terms of any exchange will not be such as are likely to result in any material prejudice to the existing Shareholders of the relevant Sub-Fund; and
- 15.6.5 any duties and charges arising in connection with the vesting of such Investments in the Fund shall be paid by the person to whom the Shares are to be issued, or by the relevant Sub-Fund.
- 15.7 No Shares shall be issued on any Dealing Day on which the determination of the Net Asset Value of such Shares is suspended pursuant to Section 20.2 hereof.
- 15.8 Notwithstanding any other provision of this Instrument in calculating the price per Share on any Dealing Day in respect of any class in respect of which it has been determined to charge a performance fee, the Directors may from time to time and in their sole discretion, determine that the Fund shall apply a performance fee equalisation formula and will disclose details of such intention in the Prospectus. In such circumstances, the price per Share of the relevant Shares will be deemed to include an equalisation amount which will represent a portion the accrued performance fee of the relevant class up to the date of the subscription.

16 **QUALIFIED HOLDERS**

- 16.1 The Responsible Person may from time to time impose such restrictions as it think necessary for the purposes of ensuring that no Shares of the Fund are acquired or held by any person in circumstances:
 - 16.1.1 which constitute a breach of the law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory; or
 - 16.1.2 which would (or would if other Shares were acquired or held in like circumstances) result in the Fund or the Management Company incurring any liability to taxation or suffering any other adverse consequence (including a requirement to register under any securities or investment or similar laws or governmental regulation of any country or territory); or

- 16.1.3 which constitutes a breach of this Instrument or the Prospectus as to eligibility or entitlement to hold such Shares and, in this connection, the Responsible Person may, inter alia, reject at its discretion any subscription for, sale or transfer of, Shares or any conversion.

17 **TRANSFER AND TRANSMISSION OF SHARES**

- 17.1 All transfers of Shares shall be effected by a transfer in writing in any usual or common form and every form of transfer shall state the full name and address of the transferor and transferee.
- 17.2 The instrument of transfer shall be signed by or on behalf of the transferor and need not be signed by the transferee and shall meet such requirements as may be specified in the Prospectus or as may otherwise be required by the Directors to prove the right of the transferor to transfer the Shares. The transferor shall be deemed to remain the holder of the Share until the name of the transferee is entered in the Register in respect thereof.
- 17.3 A transfer of Shares may not be registered if such transfer would result in the transferor or the transferee holding a number of Shares less than the Minimum Subscription.
- 17.4 The Directors may decline to register any transfer of Shares unless the instrument of transfer is deposited at the registered office of the Fund or at such other place as the Directors may reasonably require, with such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer. The Directors may decline to register a transfer where the transfer would result in a contravention of any provision of this Instrument or would produce a result inconsistent with any provision of the Prospectus or where the transferee fails to provide the necessary declarations as to tax residency as may be requested by the Fund.
- 17.5 If the Directors decline to register a transfer of any Share they shall, within two months after the date on which the instrument of transfer was lodged with the Fund, give to the transferee written notice of the refusal. For the avoidance of doubt, the Directors are not required to register a transfer or give notice to any person of a refusal to register a transfer where registering the transfer or giving the notice would result in a contravention of any provision of any law (including any law that is for the time being in force in a country or territory other than the State).
- 17.6 The registration of any transfers may be suspended at such times and for such periods as the Directors from time to time may determine, **PROVIDED ALWAYS** (but subject to Section 20.2 hereof) that such registration of transfers shall not be suspended for more than thirty days in any year.
- 17.7 All instruments of transfer which shall be registered shall be retained by the Fund, but any instrument of transfer which the Directors may decline to register shall (except in the case of fraud) be returned to the person depositing the same.
- 17.8 In the case of the death of a Shareholder, the survivors or survivor where the deceased was a joint holder and the executors or administrators of the deceased where he was a sole or surviving holder, shall be the only person recognised by the Fund as having title to his interest in the Shares, but nothing in this Section shall release the estate of the deceased holder whether sole or joint from any liability in respect of any Share solely or jointly held by him.

- 17.9 Any guardian of an infant Shareholder and any guardian or other legal representative of a Shareholder under legal disability and any person entitled to a Share in consequence of the death, insolvency or bankruptcy of a Shareholder shall, upon producing such evidence of his title as the Directors may require, have the right either to be registered himself as the holder of the Share or to make such transfer thereof as the deceased or bankrupt Shareholder could have made, but the Directors shall, in either case, have the same right to refuse or suspend registration as they would have had in the case of a transfer of the Share by the infant or by the deceased, insolvent or bankrupt Shareholder before the death, insolvency or bankruptcy or by the Shareholder under legal disability before such disability.
- 17.10 A person so becoming entitled to a Share in consequence of the death, insolvency or bankruptcy of a Shareholder shall have the right to receive and may give a discharge for all monies payable or other advantages due on or in respect of the Share, but he shall not be entitled to receive notice of or to attend or vote at meetings of the Fund, nor save as aforesaid, to any of the rights or privileges of a Shareholder unless and until he shall be registered as a Shareholder in respect of the Share, **PROVIDED ALWAYS** that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the Share and if the notice is not complied with within ninety (90) days the Directors may thereafter withhold all moneys payable or other advantages due in respect of the Share until the requirements of the notice have been complied with.

18 **REPURCHASE OF SHARES**

- 18.1 The Fund may repurchase its own outstanding fully paid Shares at any time in accordance with the conditions imposed by the Central Bank and the rules and procedures set out herein and in the Prospectus. A Shareholder may at any time irrevocably request the Fund to repurchase all or any part of his Shares in the Fund by forwarding a request for repurchase of Shares to the Fund and, save as otherwise provided in the Prospectus, a repurchase request shall be effective on the Dealing Day following receipt of the repurchase request.
- 18.2 A request for repurchase of Shares shall be in such form as the Responsible Person shall prescribe, shall be irrevocable (without the consent of the Responsible Person) and shall be filed by a Shareholder in written form at the registered office of the Fund, or at the office of the person or entity from time to time designated by the Fund as its agent for the repurchase of Shares, and, at the request of the Responsible Person shall be accompanied by the Share certificate (duly endorsed by the Shareholder), if applicable, or by proper evidence of succession or assignment satisfactory to the Responsible Person, if applicable.
- 18.3 On receipt of a request for repurchase of Shares duly completed the Fund shall repurchase the Shares as requested on the Dealing Day on which the repurchase request is effective subject to any suspension of this repurchase obligation pursuant to Section 20.2 hereof. Shares in the capital of the Fund which are repurchased by the Fund shall be cancelled. For the avoidance of doubt, Shares held by one Sub-Fund in another Sub-Fund shall not be cancelled.
- 18.4 The repurchase price per Share in any class of Shares shall be the Net Asset Value per Share in that class applicable in the case of a repurchase of such Share obtaining on the

Dealing Day on which the repurchase request is effective, less such commission and duties and charges as may be set out in the Prospectus such commission shall not exceed 3% of the Net Asset Value of the Shares subject to repurchase and the Directors may, at their discretion waive, either wholly or partially, such commission or differentiate between Shareholders as to the amount of such commission, if any, within the permitted limit. The Fund shall not increase the maximum commission relating to the redemption of Shares as set out in these presents, without prior approval of Shareholders given on the basis of a simple majority of votes cast in a general meeting or with the prior approval of all Shareholders of the Fund. In the event of an increase in such commission, a reasonable notification period shall be provided by the Fund or enable relevant Shareholders to redeem their shares prior to the implementation of the increase in accordance with the requirements of the Central Bank.

- 18.5 Notwithstanding any other provision of this Instrument, in calculating the repurchase price per Share for any class of Shares on any Dealing Day when there are net redemptions the Responsible Person may adjust the repurchase price by deducting an anti-dilution levy to cover dealing costs and to preserve the value of the underlying assets of the relevant Sub-Fund.
- 18.6 Payment to a Shareholder under this Section will ordinarily be made in the relevant Class Currency, or at the discretion of the Directors in any other freely convertible currency at the rate of exchange for conversion on the date of payment and shall be despatched no later than 14 days following acceptance of the repurchase request as provided for in Section 18.1.
- 18.7 On repurchase of part only of the Shares held by any Shareholder, the Directors shall procure that a revised Share certificate (if any) or other evidence of ownership shall be issued free of charge for the balance of such Shares.
- 18.8 In the event that a repurchase of part only of a Shareholder's holding of Shares leaves the Shareholder holding less than the Minimum Subscription the Directors may, if they think fit, require that the Fund repurchase the whole of that Shareholder's holding.
- 18.9 If the Fund receives requests for the repurchase of Shares in respect of 10 per cent or more of the outstanding Shares of any Sub-Fund on any Dealing Day, the Responsible Person may elect to restrict the total number of Shares of that Sub-Fund to be repurchased to 10 per cent of the outstanding Shares in that Sub-Fund, in which case all the relevant requests will be scaled down pro rata to the number of Shares requested to be repurchased. The balance of such Shares will be repurchased on the next Dealing Day, subject to the provisions of this Section 18.9, and such Shares shall be repurchased rateably to any Shares to be repurchased on that Dealing Day.
- 18.10 A distribution in respect of a redemption may also be made in kind, at the discretion of the Directors, after consultation with the Investment Manager, provided that where the redemption request represents less than 5 per cent of the Net Asset Value of a Sub-Fund, the redemption in kind will only be made with the consent of the redeeming Shareholder. The assets to be transferred shall be selected at the discretion of the Directors with the approval of the Depositary and taken at their value used in determining the redemption price of the Shares being so repurchased. As a result, such distributions will only be made if the Directors and the Depositary consider that they will not materially prejudice the interests of the Shareholders of the relevant Sub-Fund as a whole and the Depositary is

satisfied that the assets distributed are equivalent to the amount of the distribution declared. Shareholders will bear any risks of the distributed securities and may be required to pay a brokerage commission or other costs in order to dispose of such securities. If a Shareholder so requests, the Investment Manager shall sell the assets to be distributed to that Shareholder and distribute the cash proceeds to the Shareholder.

- 18.11 Redemptions in specie will only be accepted by the Fund where the Depositary is satisfied that the terms of the exchange will not be such as are likely to result in any material prejudice to Shareholders in the relevant Sub-Fund.
- 18.12 At any time after the issue of Shares, the Fund shall be entitled to repurchase the Subscriber Shares or to procure the transfer of the Subscriber Shares to any person who may be a qualified holder of Shares in accordance with Section 16 hereof.
- 18.13 In the event that the Fund is required to account for, deduct or withhold tax on a disposal of Shares by a Shareholder (whether upon a repurchase of Shares, a transfer of Shares or otherwise) or upon payment of a distribution to a Shareholder (whether in cash or otherwise), the Directors shall be entitled to require the compulsory repurchase and cancellation of all or part of the Shares of such Shareholder for the purposes of obtaining sufficient monies to discharge any such tax liability. The Directors shall instruct the Depositary to place the repurchase proceeds received in respect of such a repurchase of Shares in a separate account so that such monies are separately identifiable for the purposes of discharging any applicable tax liability as aforesaid.
- 18.14 The Fund may also compulsorily redeem Shares in order to discharge performance related fees which are due and payable to the Management Company and / or the Investment Manager, in such circumstances as are set out in the Prospectus from time to time.
- 18.15 Where the Fund receives a request for the repurchase of Shares from any Shareholder in respect of which the Fund is required to account for, deduct or withhold taxation, the Fund shall be entitled to deduct from the proceeds of repurchase such amount of taxation as the Fund is required to account for, deduct or withhold and shall arrange to discharge the amount of taxation due.

19 **COMPULSORY REPURCHASE**

- 19.1 The Fund may redeem all of its Shares or the Shares of any Sub-Fund or class in issue if:
 - 19.1.1 the Shareholders of the relevant Sub-Fund or class pass a Special Resolution providing for such redemption at a general meeting of the holders of the Shares of that Sub-Fund or Class or in writing;
 - 19.1.2 the Directors deem it appropriate because of adverse political, economic, fiscal or regulatory changes affecting relevant Sub-Fund in any way;
 - 19.1.3 the Net Asset Value of the relevant Sub-Fund, or of a class of Shares in a Sub-Fund, does not exceed or falls below such amount as may be determined from time to time by the Directors;
 - 19.1.4 the Shares in the relevant Sub-Fund or Class cease to be listed on a Listing Stock Exchange;

- 19.1.5 the Directors deem it appropriate for any other reason; or
 - 19.1.6 such other circumstances as may be set out in the Prospectus from time to time come to pass.
- 19.2 Where a repurchase of Shares pursuant to Section 18 or 19 would result in the number of Shareholders falling below two or such other minimum number of Shareholders as the Act may stipulate as the legal minimum number of Shareholders in an Fund or would result in the issued Share capital of the Fund falling below such minimum amount as the Fund may be obliged to maintain as the Act may stipulate, the Responsible Person may defer the repurchase of such Shares the repurchase of which would result in such number or amount not being satisfied until the Fund is wound up or until the Fund procures the issue of sufficient Shares to ensure that the aforesaid number and amount are satisfied. The Responsible Person shall be entitled to select the Shares for such deferred repurchase in such manner as it may deem to be fair and reasonable and as may be approved by the Depositary.
- 20 **DETERMINATION OF NET ASSET VALUE AND TEMPORARY SUSPENSION OF DEALINGS**
- 20.1 The Responsible Person shall determine the Net Asset Value of the Fund and each Sub-Fund as at each Valuation Point. The Net Asset Value shall be expressed in the Base Currency as a per Share figure for the issue of Shares and for the repurchase of Shares, respectively as appropriate, and shall be calculated by dividing the assets of the Fund less its liabilities by the number of Shares in issue and shall be determined in accordance with Section 21 and Schedule 1 hereof.
- 20.2 The Responsible Person may, in consultation with the Depositary, temporarily suspend the determination of the Net Asset Value and the sale, issue, valuation, allotment and/or redemption of Shares of a Sub-Fund during:
- 20.2.1 any period when any organised exchange on which a substantial portion of the investment for the time being comprised in the relevant Sub-Fund are quoted, listed, traded or dealt in is closed otherwise than for ordinary holiday, or during which dealings in any such organised exchange are restricted or suspended;
 - 20.2.2 any period where, as a result of political, military, economic or monetary events, conditions of financial markets or other circumstances beyond the control, responsibility and power of the Directors, the disposal or valuation of investments for the time being comprised in the relevant Sub-Fund cannot, in the opinion of the Directors, be effected or completed normally or without prejudicing the interest of Shareholders of that Sub-Fund;
 - 20.2.3 any breakdown in the means of communication normally employed in determining the value of any investments for the time being comprised in the relevant Sub-Fund or during any period when for any other reason the value of investments for the time being comprised in the Sub-Fund cannot, in the opinion of the Directors, be promptly or accurately ascertained;
 - 20.2.4 any period when the Sub-Fund is unable to repatriate funds for the purposes of making redemption payments or during which the realisation of investments for the time being comprised in the Sub-Fund, or the transfer or payment of the

funds involved in connection therewith cannot, in the opinion of the Directors, be effected at normal prices;

- 20.2.5 any period when, as a result of adverse market conditions, the payment of redemption proceeds may, in the opinion of the Directors, have an adverse impact on the Sub-Fund or the remaining Shareholders in the relevant Sub-Fund;
 - 20.2.6 any period (other than ordinary holiday or customary weekend closings) when any market or exchange which is the main market or exchange for a significant part of the instruments or positions is closed, or in which trading thereon is restricted or suspended;
 - 20.2.7 any period when proceeds of any sale or repurchase of the Shares cannot be transmitted to or from the account of the relevant Sub-Fund;
 - 20.2.8 any period in which the repurchase of the Shares would, in the opinion of the Directors, result in a violation of applicable laws;
 - 20.2.9 any period after a notice convening a meeting of Shareholders for the purpose of dissolving the Fund or terminating a Sub-Fund has been issued, up to and including the date of such meeting of Shareholders; or
 - 20.2.10 any period during which dealings in a collective investment scheme in which the Sub-Fund has invested a significant portion of its assets are suspended; or
 - 20.2.11 any period when the Responsible Person determine that it is in the best interests of the Shareholders of a Sub-Fund to do so.
- 20.3 The Fund may elect to treat the first Business Day on which the conditions giving rise to the suspension have ceased as a substitute Dealing Day in which case the Net Asset Value calculations and all issues and repurchases of Shares shall be effected on the substitute Dealing Day.
- 20.4 Any such suspension shall be published by the Fund in such manner as it may deem appropriate to the persons likely to be affected thereby if in the opinion of the Fund, such suspension is likely to continue for a period exceeding fourteen days and any such suspension shall be notified immediately to the Central Bank and in any event within the same Business Day.

21 VALUATION OF ASSETS

- 21.1 The Net Asset Value of the Fund and the Fund's assets shall be determined in accordance with requirements of the Central Bank, and subject thereto, in accordance with Schedule 1 to this Instrument. The Net Asset Value per Share will be made available to Shareholders in the manner described in the Prospectus.

22 GENERAL MEETINGS

- 22.1 All general meetings of the Fund shall be held in Ireland.

- 22.2 Subject to Section 22.3, the Fund shall in each year hold a general meeting as its annual general meeting in addition to any other meeting in that year. Not more than fifteen months shall elapse between the date of one annual general meeting of the Fund and that of the next **PROVIDED THAT**, so long as the Fund holds its first annual general meeting within eighteen months after the date on which the registration order made by the Central Bank in respect of the Fund comes into operation, it need not hold it in the year of its incorporation or in the following year.
- 22.3 The Directors may elect to dispense with the holding of an annual general meeting by giving 60 days' written notice to all Shareholders. Any such election has effect for the year in which it is made and subsequent years but does not affect any liability already incurred by reason of default in holding an annual general meeting. Where an election under this Section 22.3 has effect for a year, one or more Shareholders of the Fund holding, or together holding, not less than 10% of the voting rights in the Fund or the auditors of the Fund may require the Fund to hold an annual general meeting in that year by giving notice in writing to the Fund in the previous year or at least one month before the end of that year and the Fund shall hold the required meeting.
- 22.4 All general meetings (other than annual general meetings) shall be called extraordinary general meetings.
- 22.5 The Directors may call an extraordinary general meeting whenever they think fit and extraordinary general meetings shall be convened on such requisition, or in default may be convened by such requisitionists, and in such manner as provided by the Act.
- 23 NOTICE OF GENERAL MEETINGS**
- 23.1 At least twenty-one clear days' notice specifying the place, the day and the hour of the meeting, and in the case of special business the general nature of such business (and in the case of an annual general meeting specifying the meeting as such) shall be given in the manner hereinafter mentioned to such persons as are under the provisions hereof or the conditions of issue of the Shares held by them entitled to receive notices from the Fund.
- 23.2 The Directors, the Management Company, the Investment Manager, the Depositary, the Administrator and the Auditors shall each be entitled to receive notice of, and attend and speak at, any general meeting of the Fund.
- 23.3 In each notice calling a meeting of the Fund, there shall appear with reasonable prominence a statement that a Shareholder entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of him and that a proxy need not also be a Shareholder.
- 23.4 The accidental omission to give notice to, or the non-receipt of notice by, any person entitled to receive notice shall not invalidate the proceedings at any general meeting.
- 24 PROCEEDINGS AT GENERAL MEETINGS**
- 24.1 All business shall be deemed special that is transacted at an extraordinary general meeting and also all business that is transacted at an annual general meeting, with the exception of the consideration of the accounts and the reports of the Directors and Auditors, the election

of Directors in the place of those retiring, the reappointment of the retiring Auditors and the fixing of the remuneration of the Auditors.

- 24.2 No business shall be transacted at any general meeting unless a quorum is present. Two Shareholders holding voting Shares present either in person or by proxy shall be a quorum for a general meeting. A representative of a corporation authorised pursuant to Section 25.12 to be present at any meeting of the Fund shall be deemed to be a Shareholder for the purpose of a quorum.
- 24.3 If within half an hour from the time appointed for a meeting a quorum is not present, the meeting, if convened on the requisition of or by Shareholders, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Directors may determine.
- 24.4 The chairman or, if absent, the deputy chairman of the Fund, or failing him, some other Director nominated by the Directors shall preside as chairman at every general meeting of the Fund but if at any meeting neither the chairman nor the deputy chairman nor such other Director be present within fifteen minutes after the time appointed for holding the meeting, or if none of them be willing to act as chairman, the Directors present shall choose some Director present to be chairman, or if no Directors be present, or if all the Directors present decline to take the chair, the Shareholders present shall choose some Shareholder present to be chairman.
- 24.5 The chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for fourteen days or more ten days' notice at the least specifying the place, the day and the hour of the adjourned meeting, shall be given as in the case of the original meeting but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 24.6 At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands of those Shareholders holding voting Shares, unless a resolution is not passed unanimously on such show of hands, in which case such resolution shall be decided on a poll. Unless a poll is so taken, 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 book containing the minutes of the proceedings of the Fund shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 24.7 If a poll is duly demanded, it shall be taken in such manner and at such place as the chairman may direct (including the use of ballot or voting papers or tickets) and the result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 24.8 The chairman may, in the event of a poll, appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.

- 24.9 In the case of 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 second or casting vote.
- 24.10 A poll demanded on the election of a chairman and a poll demanded on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place as the chairman directs not being more than thirty days from the date of the meeting or adjourned meeting at which the poll was demanded.
- 24.11 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.
- 24.12 A demand for a poll may be withdrawn and no notice need be given of a poll not taken immediately.
- 24.13 If at any time the Share capital is divided into different classes of Shares, the rights attached to any class (unless otherwise provided by the terms of issue of the Shares of that class or unless otherwise provided herein) may, whether or not the Fund is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued Shares of that class, or with the sanction of an Extraordinary Resolution passed at a separate general meeting of the holders of the Shares of that class, to which the provisions of this Instrument relating to general meetings shall mutatis mutandis apply, save that the quorum at any such general meeting shall be two or more Shareholders present in person or by proxy together holding at least one-third of the Shares of the relevant class.

25 **VOTES OF SHAREHOLDERS**

- 25.1 Subject to any special rights or restrictions for the time being attached to any class of Shares in accordance with the requirements of the Central Bank, each Shareholder shall be entitled to such number of votes as shall be produced by dividing the aggregate net asset value of that Shareholder's Shareholding (expressed or converted in Base Currency, calculated as of the relevant record date and excluding, where appropriate, the impact of any Class Currency hedging) by one. Where a separate written resolution or general meeting of a particular class of Shares is held, in such circumstances, the Shareholder's votes shall be calculated by reference only to the net asset value of each Shareholder's Shareholding in that particular class, as appropriate. The Subscriber Shareholders shall have one (1) vote for each Subscriber Share held. The "relevant record date" for these purposes shall be a date being not more than thirty (30) days prior to the date of the relevant general meeting or written resolution as determined by the Directors. In relation to a resolution which in the opinion of the Directors affects more than one (1) class of Shares, such resolution shall be deemed to have been duly passed only if, in lieu of being passed through a single meeting of the Shareholders of such class of Shares, such resolution shall have been passed at a separate meeting of the Shareholders of each such classes. The Responsible Person may in their discretion create classes which shall be designated as non-voting Shares and the holders of such Shares will not have the right to vote at any meeting of the Fund.
- 25.2 In the case of joint holders of a Share, the vote of the senior who tenders a vote, whether in person or by proxy, 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 stand in the Register in respect of the Shares.

- 25.3 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 given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.
- 25.4 On a poll votes may be given either personally or by proxy.
- 25.5 On a poll, a Shareholder entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.
- 25.6 The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing, or if the appointer is a corporation under the hand of an officer or attorney so authorised. An instrument of proxy shall be in any usual form or in such form as the Directors may approve PROVIDED ALWAYS that such form shall give the holder the choice of authorising his/her proxy to vote for or against each resolution.
- 25.7 Any person (whether a Shareholder or not) may be appointed to act as a proxy. A Shareholder may appoint more than one proxy to attend on the same occasion.
- 25.8 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of such power or authority, shall be deposited at the registered office of the Fund or at such other place as is specified for that purpose in the notice of meeting or in the instrument of proxy issued by the Fund not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and if the aforesaid conditions are not complied with the instrument of proxy shall not be treated as valid.
- 25.9 No instrument appointing a proxy shall be valid after the expiration of twelve months from the date named in it as the date of its execution, except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in cases where the meeting was originally held within twelve months from such date.
- 25.10 The Directors may at the expense of the Fund send, by post or otherwise, to the Shareholders instruments of proxy (with or without prepaid postage for their return) for use at any general meeting or at any meeting of any class of Shareholders, either in blank or nominating in the alternative any one or more of the Directors or any other persons. If for the purpose of any meeting invitations to appoint as proxy a person or one of a number of persons specified in the invitations are issued at the expense of the Fund, such invitations shall be issued to all (and not to some only) of the Shareholders entitled to be sent a notice of the meeting and to vote thereat by proxy.
- 25.11 A vote given in accordance with the terms of an instrument of proxy 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 the transfer of the Shares in respect of which the instrument of proxy is given, provided that no notice in writing of such death, insanity, revocation or transfer shall have been received by the Fund at the registered office of the Fund, before the commencement of the meeting or adjourned meeting at which the instrument of proxy is used.
- 25.12 Any body corporate which is a Shareholder may authorise by resolution of its Directors or other governing body such person as it thinks fit to act as its representative at any meeting

of the Fund 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 Shareholder and such body corporate shall for the purposes of these presents be deemed to be present in person at any such meeting if a person so authorised is present thereat.

25.13 A resolution in writing signed by all of the Shareholders for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly authorised representative) shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Fund duly convened and held, and may consist of several documents in like form each signed by one or more persons, and if described as a Special Resolution shall be deemed to be a Special Resolution within the meaning of the Act. Any such resolution shall be served on the Fund.

25.14 The provisions of Sections 22, 23, 24 and 25 shall apply *mutatis mutandis* to meetings of each Sub-Fund and/or class of Shareholders.

26 **DIRECTORS**

26.1 Unless otherwise determined by the Fund by Ordinary Resolution, the number of the Directors shall not be less than two nor more than twelve.

26.2 A Director need not be a Shareholder.

26.3 The Directors shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors.

26.4 The Directors shall be entitled to such remuneration in relation to the performance of their duties as the Directors may from time to time determine. The aggregate remuneration of the Directors shall not exceed €100,000 per annum per Director (or its equivalent) (or such other sum as the Directors may from time to time determine and disclose to the Shareholders). Such remuneration shall be deemed to accrue from day to day. The Directors and any alternate Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings or any meetings in connection with the business of the Fund.

26.5 The Directors may in addition to such remuneration as is referred to in Section 26.3 hereof grant special remuneration to any Director who, being called upon, shall perform any special or extra services to or at the request of the Fund.

26.6 The Fund at any general meeting at which a Director retires or is removed shall fill the vacated office by electing a Director unless the Fund shall determine to reduce the number of Directors.

26.7 The office of a Director shall be vacated by a Director in any of the following events, namely:

26.7.1 if he resigns his office by notice in writing signed by him and left at the registered office of the Fund;

- 26.7.2 if he becomes bankrupt or makes any arrangement or composition with his creditors generally;
- 26.7.3 if he becomes of unsound mind;
- 26.7.4 if he ceases to be a Director by virtue of, or becomes prohibited from being a Director by reason of an order made under the provisions of any law or enactment;
- 26.7.5 if he is requested by a majority of the other Directors (not being less than two in number) to vacate office;
- 26.7.6 if he is removed from office by an Ordinary Resolution, in accordance with section 62 of the Act.
- 26.8 At least 10 days prior notice in writing shall be given to the Fund of the intention of any Shareholder or Shareholders to propose any person other than a retiring Director for election to the office of Director and such notice shall be accompanied by notice in writing signed by the person to be proposed confirming his willingness to be appointed **PROVIDED ALWAYS** that if the Shareholders present at a general meeting unanimously consent, the chairman of such meeting may waive the said notices and submit to the meeting the name of any person so nominated, provided such person confirms in writing his willingness to be appointed.
- 26.9 At a general meeting, a motion for the appointment of two or more persons as Directors of the Fund by a single resolution shall not be made, unless a resolution that it shall be so made has been first agreed to by the meeting without any vote being given against it.
- 26.10 Subject to the requirements of the Central Bank, any Director may at any time by instrument in writing under his hand and deposited at the registered office, or delivered at a meeting of the Directors, appoint any Director or other person to be his alternate Director and may in like manner at any time terminate such appointment.
- 26.11 The appointment of an alternate Director shall determine if his appointer ceases to be a Director or on the happening of any such event which if he were a Director would cause him to vacate such office.
- 26.12 An alternate Director shall be entitled to receive notices of meetings of the Directors and shall be entitled to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to perform all functions of his appointer as a Director and for the purposes of the proceedings at such meeting the provisions hereof shall apply as if he (instead of his appointer) were a Director. If he himself shall be a director, or shall attend any such meeting as an alternate for more than one Director, his voting rights shall be cumulative, provided, however, that he shall count as one for the purposes of determining a quorum. If his appointer is for the time being temporarily unable to act, his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointer. To such extent as the Directors may from time to time determine in relation to any committee of the Directors, the foregoing provisions of this paragraph shall also apply *mutatis mutandis* to any meeting of any such committee of which his appointer is a Shareholder. An alternate Director shall not (save as aforesaid or as otherwise herein provided) have power to act as a Director nor shall he be deemed to be a Director.

- 26.13 An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director but he shall not be entitled to receive from the Fund in respect of his appointment as alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointer as such appointer may by notice in writing to the Fund from time to time direct.

27 DIRECTORS, OFFICES AND INTERESTS

- 27.1 The Directors may appoint one or more of their body to the office of managing Director or joint managing Director or to any other executive office under the Fund (including, where considered appropriate, the office of chairman) on such terms and for such period as they may determine and, without prejudice to the terms of any contract entered into in any particular case, may revoke any such appointment at any time.
- 27.2 A Director holding any such executive office shall receive such remuneration, whether in addition to, or in substitution for, his ordinary remuneration, as a Director and whether by way of salary, commission, participation in profits or otherwise or partly in one way and partly in another, as the Directors may determine.
- 27.3 The appointment of any Director to the office of chairman or managing or joint managing Director shall determine automatically if he ceases to be a Director but without prejudice to any claim for damages for breach of any contract of service between him and the Fund.
- 27.4 The appointment of any Director to any other executive office shall not determine automatically if he ceases from any cause to be a Director unless the contract or resolution under which he holds office shall expressly state otherwise, in which event such determination shall be without prejudice to any claim for damages for breach of any contract of service between him and the Fund.
- 27.5 A Director may hold any other office or place of profit under the Fund (except that of Auditor or Depositary) in conjunction with his office of Director, and may act in a professional capacity to the Fund, on such terms as to remuneration and otherwise as the Directors may arrange.
- 27.6 Subject to the provisions of the 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:
- 27.6.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Fund or in which the Fund is interested; and
- 27.6.2 shall not be accountable, by reason of his office, to the Fund 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.
- 27.7 No Director or intending Director shall be disqualified by his office from contracting with the Fund 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 Fund 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.

- 27.8 A copy of every declaration made and notice given in relation to a Director's Shares shall be entered within three days after the date of making or giving thereof in a book kept for this purpose. Such book shall be open for inspection during normal business hours without charge by any Director, Secretary, Auditor or Shareholder at the registered office of the Fund or such other place as the Directors may determine from time to time and shall be produced at every general meeting of the Fund 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 by any Shareholder or holder of debentures of the Fund.
- 27.9 For the purposes of this Section:
- 27.9.1 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;
 - 27.9.2 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;
 - 27.9.3 an interest of a person who is the spouse or a minor child of a Director shall be treated as an interest of the Director and, in relation to an alternate Director, an interest of his appointer shall be treated as an interest of the alternate Director.
- 27.10 Save as otherwise provided by this Instrument, a Director shall not vote at a meeting of the Directors or a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest which is material or a duty which conflicts or may conflict with the interests of the Fund. Unless otherwise resolved by the Directors, 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.
- 27.11 A Director shall be entitled (in the absence of some other material interest than is indicated below) to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters, namely any proposal concerning any other company in which he is interested, directly or indirectly, and whether as an officer or Shareholder or otherwise howsoever.
- 27.12 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 Fund such proposals may be divided and considered in relation to each Director separately and in such case each of the Directors concerned (if not otherwise debarred

from voting) shall be entitled to vote (and be counted in the quorum) in respect of each resolution, except that concerning his own appointment.

- 27.13 If a question arises at a meeting of Directors or of a committee of Directors as to the materiality of a Director's interest or as to the right of any Director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question may be referred, before the conclusion of the meeting, to the chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive.
- 27.14 The Fund, by Ordinary Resolution, may suspend or relax the provisions of this Section to any extent or ratify any transaction not duly authorised by reason of a contravention of this Section.

28 POWERS OF DIRECTORS

- 28.1 The business of the Fund shall be managed by the Directors, who may exercise all such powers of the Fund as are not by the Act, by the Rules or hereby required to be exercised by the Fund in general meeting, subject, nevertheless, to the provisions of the Act, to the Rules and to the regulations herein contained being not inconsistent with the aforesaid regulations as may be prescribed by the Fund in general meeting, but no regulations made by the Fund in general meeting shall invalidate any prior act of the Directors which would have been valid if such regulations had not been made. The general powers given by this Section shall not be limited or restricted by any special authority or power given to the Directors by this or any other Section.
- 28.2 All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments drawn on the Fund, and all other receipts for moneys paid to the Fund shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors from time to time shall by resolution determine.
- 28.3 Subject to the Regulations and Rules, the Directors may exercise all the powers of the Fund to invest all or any funds of the Fund as authorised by this Instrument. Subject to the Regulations, Rules and with the authorisation of the Central Bank, the Fund may invest in collective investment undertakings with which the Fund is linked by common management and control or by substantial direct or indirect holding, provided that the said collective investment undertaking has investment policies consistent with the investment policies of the Fund. No such investment may be made unless the manager of the relevant collective investment undertaking has agreed to waive any preliminary or initial charge which it might otherwise be entitled to charge for its own benefit in respect of such investment.

29 BORROWING AND HEDGING POWERS

- 29.1 Subject to the limits and conditions set forth in the Prospectus and laid down by the Central Bank and subject to the provisions of Section 28 hereof, the Directors may exercise all the powers of the Fund to borrow money, to mortgage or charge its undertaking, property, or any part thereof and to issue debentures, debenture stock and other securities whether outright or as a security for any debts and to use techniques and instruments for hedging and investment purposes.

30 PROCEEDINGS OF DIRECTORS

- 30.1 The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be determined by a majority of votes. In case of an equality of votes, the chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.
- 30.2 The quorum necessary for the transaction of business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be two.
- 30.3 The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number but, if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with the provisions hereof or a majority or quorum of Directors cannot be attained, the continuing Directors or Director may act for the purpose of filling vacancies in their number or of summoning general meetings of the Fund, but not for any other purpose. If there be no Directors or Director able or willing to act, then any two Shareholders may summon a general meeting for the purpose of appointing Directors.
- 30.4 The Directors may from time to time elect or remove a chairman and, if they think fit, a deputy chairman and determine the period for which they respectively are to hold office.
- 30.5 The chairman or, failing him, the deputy chairman shall preside at all meetings of the Directors, but if there be no chairman or deputy chairman, or if at any meeting the chairman or deputy chairman be 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.
- 30.6 A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors and to vote thereat shall be as valid and effectual as a resolution passed at a meeting of the Directors duly convened and may consist of several documents in the like form each signed by one or more of the Directors. A resolution in writing shall be deemed to have been signed in the country or place where the last signatory to sign the resolution in writing executes such resolution.
- 30.7 A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors.
- 30.8 The Directors may delegate any of their powers to committees consisting of such of their Shareholders as they think fit. The meetings and proceedings of any such committee shall conform to the requirements as to quorum imposed under the provisions of Section 30.2 and shall be governed by the provisions hereof regulating the meetings and proceedings of the Directors so far as the same are applicable and are not superseded by any regulations imposed on them by the Directors.
- 30.9 The Directors may, whether by standing resolution or otherwise, delegate their powers relating to the issue and repurchase of Shares and the calculation of the Net Asset Value of the Shares, the declaration of dividends and all management and administrative duties in relation to the Fund, to the Manager or to any duly authorised Officer or other person,

subject to such terms and conditions as the Directors in their absolute discretion may resolve.

30.10 The Directors may delegate their powers relating to the management of the Fund's assets to the Management Company and the Investment Manager or to any duly authorised Officer or other person, subject to such terms and conditions as the Directors in their absolute discretion may resolve.

30.11 All acts done by any meeting of Directors, or of a committee of Directors or by any person authorised by the Directors shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or authorisation of any such Directors or person acting as aforesaid, or that they or any of them were disqualified, or had vacated office, or were not entitled to vote, 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.

30.12 The Directors shall as soon as may be cause minutes to be made of:

30.12.1 all appointments of officers made by the Directors;

30.12.2 the names of the Directors present at each meeting of the Directors and of any committee of Directors; and

30.12.3 all resolutions and proceedings of all general meetings of the Fund and of the Directors and of committees of Directors;

and such minutes shall be entered in books kept for that purpose.

30.13 Any such minutes as are referred to in Section 30.12 hereof, if purporting to be signed by the chairman of the meeting at which the proceedings took place, or by the chairman of the next succeeding meeting, shall, until the contrary be proved, be conclusive evidence of their proceedings.

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

31 **SECRETARY**

The Secretary shall be appointed by the Directors. The Secretary shall be appointed by the Directors for such term, at such remuneration and on such conditions as they may think fit; and any Secretary so appointed may be removed by them. Anything required or authorised to be done by the Secretary may, if the office is vacant or there is for any other reason no Secretary capable of acting, be done by any assistant or deputy Secretary or if there is no assistant or deputy Secretary capable of acting, by any officer of the Fund authorised generally or specially in that behalf by the Directors **PROVIDED THAT** any provisions hereof requiring or authorising anything to be done by a Director and the Secretary shall not be satisfied by its being done by the same person acting both as Director and as, or in the place of, the Secretary. Any reference to a Secretary in this Section 31 may be deemed to include a reference to joint secretaries where joint secretaries are so appointed.

32 EXECUTION OF DOCUMENTS

32.1 The Fund shall not have a common seal.

32.2 Any document expressed to be executed by the Fund and signed on behalf of the Fund shall be:

32.2.1 by two authorised signatories of the Fund; or

32.2.2 by a Director in the presence of a witness who attests the signature;

and shall have the same effect as if executed under the common seal of the Fund.

32.3 The term “authorised signatories” as used in this Section 31 shall mean:

32.3.1 a Director;

32.3.2 the Secretary or any joint secretary of the Fund.

33 DIVIDENDS

33.1 The Directors may from time to time as they think fit pay such dividends on any class of Shares of the Fund as appear to the Directors to be justified, subject to any policy statement in relation to dividends in the Prospectus.

33.2 Unless otherwise provided for in the Prospectus, the aggregate amount available for distribution by way of dividend in any Accounting Period in respect of a class of Shares shall be a sum equal to the aggregate of the Fund’s Share capital, accumulated reserves, net realised and net unrealised capital gains and losses and the net income received by the Fund (whether in the form of dividends, interest or otherwise) during the Accounting Period.

33.3 The Directors may, with the sanction of an Ordinary Resolution, distribute in kind among Shareholders by way of dividend or otherwise any of the assets of the Fund (other than any assets which have a contingent liability).

33.4 Shares shall qualify for dividend in such manner as may be determined by the Directors or as may be set out in the Prospectus relating to such Shares.

33.5 Any declaration of a dividend by the Directors may specify that the same shall be payable to the persons registered as the Shareholders at the close of business on a particular date, and thereupon the dividend shall be payable to them in accordance with their respective holdings so registered, but without prejudice to the rights *inter se* in respect of such dividend, of transferors and transferees of Shares.

33.6 The Fund may transmit any dividend or other amount payable in respect of any Share by cheque or warrant sent by ordinary post to the registered address of the Shareholder, or, in the case of joint holders, to the person whose name and address appears first on the Register and shall not be responsible for any loss arising in respect of such transmission.

33.7 No dividend or other amount payable to any holder of Shares shall bear interest against the Fund. All unclaimed dividends and other amounts payable as aforesaid may be invested or otherwise made use of for the benefit of the Fund until claimed. Payment by the Fund of

any unclaimed dividend or other amount payable in respect of a Share into a separate account shall not constitute the Fund a trustee in respect thereof. Any dividend unclaimed after six years from the date when it first became payable shall be forfeited automatically, without the necessity for any declaration or other action by the relevant Sub-Fund.

33.8 At the option of any Shareholder, the Directors may apply all dividends declared on a class of Shares held by such Shareholder in the issue of additional Shares in that class in the Fund to that Shareholder at the Net Asset Value obtaining when such dividends are declared and on such terms as the Directors from time to time may resolve, provided, however, that any Shareholder shall be entitled to elect to receive a cash dividend in respect of the Shares held by that Shareholder.

33.9 The Directors may provide that Shareholders will be entitled to elect to receive in lieu of any dividend (or part thereof) in respect of any Shares an issue of additional Shares in that class credited as fully paid. In any such case the following provisions shall apply:

33.9.1 the number of additional Shares (including any fractional entitlement) to be issued in lieu of any amount of dividend shall be equal in value to the amount of such dividend at the date the dividend was declared;

33.9.2 the dividend (or that part of the dividend in respect of which a right of election has been accorded) shall not be payable on Shares in respect of which the Share election has been duly exercised (the “**Elected Shares**”), and in lieu thereof additional Shares shall be issued to the holders of the Elected Shares on the basis determined as aforesaid and for such purpose the Directors shall capitalise a sum equal to the aggregate value of the dividends in respect of which elections have been made and apply the same in paying up in full the appropriate amount of unissued Shares;

33.9.3 the additional Shares so issued shall rank pari passu in all respects with the fully-paid Shares then in issue save only as regards participation in the relevant dividend (or Share election in lieu);

33.9.4 the Directors may do all acts and things considered necessary or expedient to give effect to any such capitalization, with full power to the Directors to make such provision as they think fit in the case of Shares becoming distributable in fractions so that, fractional entitlements are disregarded or rounded up or the benefit of fractional entitlements accrues to the Fund or the Fund issues Fractional Shares; and

33.9.5 the Directors may on any occasion determine that rights of election shall not be made available to any Shareholder with registered addresses in any territory where in the absence of a registration statement or other special formalities the circulation of an offer of rights of election would or might be unlawful, and in such event the provisions aforesaid shall be read and construed subject to such determination.

33.10 Where the Fund proposes to pay a distribution to a Shareholder, it shall be entitled to deduct from the distribution such amount that may be necessary to discharge the Fund’s liability to taxation in respect of such distribution and the Fund shall arrange to discharge the amount of taxation due.

34 UNTRACED SHAREHOLDERS

- 34.1 The Fund shall be entitled to repurchase any Share of a Shareholder or any Share to which a person is entitled by transmission and to forfeit any dividend which is declared and remains unpaid for a period of six years.
- 34.2 The Fund shall account to the Shareholder or to the person entitled to such Share for the net proceeds of such repurchase by carrying all moneys in respect thereof to a separate interest bearing account which shall be a permanent debt of the Fund and the Fund shall be deemed to be a debtor and not a trustee in respect thereof for such Shareholder or other person.

35 ACCOUNTS

- 35.1 The Directors shall cause to be kept books of account as are necessary in relation to the conduct of its business or as are required by the Act and the Rules so as to enable the accounts of the Fund to be prepared.
- 35.2 The books of account shall be kept at the registered office, or at such other place or places as the Directors shall think fit in accordance with the Act and shall at all reasonable times be open to for inspection without charge by the Officers of the Fund and by other persons entitled pursuant to the Act to inspect the accounting records of the Fund. However, other than the aforesaid, no other person shall be entitled to inspect the books, accounts, documents or writings of the Fund, except as authorised by the Directors or by the Fund in general meeting.
- 35.3 A balance sheet, including every document required by law to be annexed to it, and a profit and loss account of the Fund shall be made out as of each Accounting Period and shall be audited by the Auditors and laid before the Fund at its annual general meeting in each year (if any) and such balance sheet shall contain a general summary of the assets and liabilities of the Fund and all information required to be included by the Act. The balance sheet shall be accompanied by a report of the Directors as to the state and condition of the Fund, the amount (if any) which they recommend should be paid by way of dividend, the amount (if any) which they have carried or propose to carry to reserve, and shall include such information as is required pursuant to the Act, together with a profit and loss account. The balance sheet of the Fund and the report of the Directors and the profit and loss account shall be signed on behalf of the Directors by at least two of the Directors. An Auditors' report shall be attached to the balance sheet of the Fund. The Auditors' report shall be read at the annual general meeting.
- 35.4 Once at least in every year the Directors shall cause to be prepared an Annual Report relating to the management of the Fund during the relevant Accounting Period. The Annual Report shall include the balance sheet and profit and loss account duly audited by the Auditors and the Directors' Report and the Auditors' Report as provided for in Section 35.3 and shall be in a form approved by the Central Bank and shall contain such information as required by the Act and the Regulations and as specified by the Central Bank. There shall be attached to such Annual Report such additional information and reports as the Central Bank may specify.
- 35.5 A copy of the Annual Report including the balance sheet (including every document required by law to be annexed thereto) together with a copy of the Directors' report and the

Auditors' report shall be made available by the Fund to every person entitled under the Act and the Rules to receive them and if any of the Shares are quoted on any stock exchange, the required number of copies of these documents shall be forwarded at the same time to such stock exchange.

- 35.6 In accordance with Irish law and regulations, the Directors may elect to prepare the Annual Report and accounts in accordance with generally accepted accounting practice in the State or in accordance with such international accounting standards or such alternative body of accounting standards as may be permitted under the Act and the Regulations from time to time.
- 35.7 The Auditors' certificate appended to the Annual Report and statement referred to herein shall declare that the accounts or statement attached respectively thereto (as the case may be) have been examined together with the books and records of the Fund and of the Administrator in relation thereto, that the information given in the Annual Report relating to the Accounting Period concerned is consistent with the accounts and that the Auditors have obtained all the information and explanations they have required and the Auditors shall report whether the accounts are in their opinion properly drawn up in accordance with such books and records and present a true and fair view of the state of affairs of the Fund, and whether the accounts are in their opinion properly drawn up in accordance with the provisions hereof.
- 35.8 If it appears to the Directors that any Annual Report of the Fund did not comply with the requirements of the Act or the Rules, the Directors may prepare a revised Annual Report.
- 35.9 The Fund shall prepare for submission to the Central Bank half yearly financial statements, to cover the first six months of each Accounting Period, which should consist of a statement of assets under management, a profit and loss account for the period covered and such other information as the Central Bank may from time to time require.
- 35.10 The Directors of the Fund may elect to prepare separate accounts in respect of a Sub-Fund or Sub-Funds and if the Directors elect to do so, all relevant provisions of this Section relating to the accounts of the Fund shall be read as referring to the Sub-Fund or Sub-Funds in respect of which the separate accounts are to be prepared.

36 AUDIT

- 36.1 The appointment, resignation and removal of Auditors and the determination of eligibility for appointment as Auditors to the Fund shall be governed by the provisions of the Act.
- 36.2 Subject to Section 36.5, the Fund shall at an annual general meeting appoint an Auditor or Auditors to hold office from the conclusion of that meeting until the conclusion of the next annual general meeting, in accordance with the provisions of the Act.
- 36.3 A person, other than a retiring Auditor, shall not be capable of being appointed Auditor at an annual general meeting unless notice of an intention to nominate that person to the office of Auditor has been given by a Shareholder to the Fund not less than twenty eight clear days before the annual general meeting and the Directors shall send a copy of any such notice to the retiring Auditor and shall give notice thereof to the Shareholders in accordance with the Act.

- 36.4 The first Auditors shall be appointed by the Directors at any time before the first annual general meeting, and they shall hold office until the conclusion of the first annual general meeting unless previously removed by a resolution of the Fund in general meeting, in which case the Shareholders at such meeting may appoint Auditors. Where no appointment is made under this Section 36.4, the first Auditors may be appointed by the Shareholders in general meeting.
- 36.5 Where the Directors have dispensed with the requirement to hold an annual general meeting in accordance with Section 22.3, the Directors shall appoint the Auditors. Where, in any case, no Auditors are appointed as required under this Section 36, the Central Bank may appoint a person to fill the vacancy.
- 36.6 The remuneration of the Auditors who are appointed by the Fund in general meeting shall be fixed by the Fund in general meeting or in such manner as the Fund in general meeting may determine. The remuneration of the Auditors who are appointed by the Directors or the Central Bank shall be fixed by the Directors or the Central Bank (and will be payable by the Fund where fixed by the Central Bank).
- 36.7 The Auditors shall examine such books, accounts and vouchers as may be necessary for the performance of their duties.
- 36.8 The report of the Auditors to the Shareholders on the audited accounts of the Fund shall state whether in the Auditors' opinion the balance sheet and profit and loss account in their opinion give a true and fair view of the state of the Fund's affairs and of its profit and loss for the period in question.
- 36.9 The Auditors shall be entitled to require from the Officers such information and explanations as they think necessary for the performance of their duties as Auditors.
- 36.10 The Auditors shall be entitled to attend any general meeting of the Fund at which any accounts which have been examined or reported on by them are to be laid before the Fund and to be heard at any general meeting on any part of the business of the meeting which is of concern to them as Auditors and in this regard, make any statement or explanations they may desire with respect to the accounts and notice of every such meeting, and other communications relating thereto, shall be given to the Auditors in the manner prescribed for the Shareholders.
- 36.11 The Auditors shall be eligible for re-election.

37 NOTICES

- 37.1 Any notice or other document required to be served upon or sent to a Shareholder shall be deemed to have been duly given if sent by post or left at his address as appearing on the Register, or sent by fax or by electronic mail to an e-mail address or (save in the case of a notice of a general meeting of the Fund) if either the full text of the notice or documents is published in a national daily newspaper in Ireland or such other publication as the Fund may from time to time decide circulating in any country where the Shares are marketed, or an advertisement is so published stating where copies of such notices or documents may be obtained. In the case of joint holders of a Share, all notices shall be given to that one of the joint holders whose name stands first in the Register in respect of the joint holding, and notice so given shall be sufficient notice to all the joint holders. Any notice or other document, served by post, shall be deemed to have been served 24 hours after the time

that the letter containing the same is posted and in proving such service, it shall be sufficient to prove that the letter containing the notice or document was properly addressed and duly posted. Any notice or other document, served by delivery, shall be deemed to have been served at the time of delivery and in proving such service, it shall be sufficient to prove that the letter containing the notice or document was properly addressed and duly delivered.

- 37.2 Any notice or document sent by post to or left at the registered address of a Shareholder or sent by fax or by electronic mail to an e-mail address, shall notwithstanding that such Shareholder be then dead or bankrupt and whether or not the Fund has notice of his death or bankruptcy be deemed to have been duly served or sent and such service shall be deemed a sufficient service on receipt by all persons interested (whether jointly with or as claiming through or under him) in the Shares concerned.
- 37.3 Any certificate or notice or other document which is sent by post to or left at the registered address of the Shareholder named therein or sent by fax or electronic mail to an e-mail address or dispatched by the Fund, the Management Company, the Depositary, the Administrator or the Investment Manager, in accordance with his instructions shall be so sent left or dispatched at the risk of such Shareholder.

38 WINDING UP

- 38.1 If the Fund or a Sub-Fund shall be wound up or dissolved, the liquidator shall apply the assets of the Fund or the Sub-Fund (as appropriate) in satisfaction of the relevant creditors' claims in such manner and order as the liquidator thinks fit subject to section 154 of the Act.
- 38.2 The assets of the Fund or the Sub-Fund (as appropriate) available for distribution (after satisfaction of the relevant creditors' claims) amongst the relevant Shareholders shall be distributed pro rata to the holders of the Shares of each class in the Fund or the Sub-Fund (as appropriate) and shall be allocated pro rata to the number of Shares in that class held by them.
- 38.3 If the Fund or a Sub-Fund shall be wound up or dissolved (whether the liquidation is voluntary, under supervision or by the Court) the liquidator may with the authority of an Ordinary Resolution of the Fund or the Shareholders of the Sub-Fund or prior written approval of all Shareholders of the relevant Sub-Fund (as appropriate), divide among the relevant Shareholders pro-rata to the value of their Shareholdings in the Fund or in the relevant Sub-Fund (as appropriate and as determined in accordance with Section 20 herein) in specie the whole or any part of the assets of the Fund or the Sub-Fund, and whether or not the assets shall consist of property of a single kind and may for such purposes value any class or classes of property in accordance with the valuation provisions in Section 21. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of the relevant Shareholders as the liquidator shall think fit, and the liquidation of the Fund or the Sub-Fund may be closed and the Fund or the Sub-Fund dissolved, but not so that any Shareholder shall be compelled to accept any asset in respect of which there is a liability. If a Shareholder so requests, the Fund shall sell the assets to be distributed to that Shareholder and distribute the cash proceeds to the Shareholder. The relevant Shareholders will bear any risks of the distributed securities and may be required to pay a brokerage commission or other costs in order to dispose of such securities.

- 39.1 The Directors, Secretary and other officers or servants for the time being of the Fund, for the time being acting in relation to any of the affairs of the Fund and each of them, and each of their heirs, administrators and executors, shall be indemnified and secured harmless out of the assets and profits of the Fund from and against all actions, costs, charges, losses, damages and expenses, which they or any of them, their or any of their heirs, administrators or executors shall or may incur or sustain by reason of any contract entered into or any act done, concurred in, or omitted in or about the execution of their duty or supposed duty in their respective offices or trusts, except such (if any) as they shall incur or sustain by or through their own negligence, fraud, wilful default, breach of duty or breach of trust respectively, and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the Fund and have priority as between the Shareholders over all other claims. None of the foregoing shall be answerable for the acts, receipts, neglects, defaults or breaches of the other or others of them, or for joining in any receipt for sake of conformity, or for any bankers, brokers, or other person into whose hands any money or assets of the Fund may come, or for any defects of title of the Fund to any property purchased, or for insufficiency or deficiency of or defect of title of the Fund to any security upon which any moneys of or belonging to the Fund shall be placed out or invested, or for any loss, misfortune or damage resulting from any such cause as aforesaid, or which may happen in the execution of their respective offices or trusts, or in relation thereto, unless the same shall happen by or through their own wilful act, neglect or default respectively.
- 39.2 Subject to the Rules and applicable law, the Depositary, the Administrator, the Management Company, the Investment Manager, the Distributor and any other service provider to the Fund shall be entitled to such indemnity from the Fund upon such terms and subject to such conditions and exceptions and with such entitlement to have recourse to the assets of the Fund with a view to meeting and discharging the cost thereof as shall be provided under the Depositary Agreement, the Administration Agreement, the Management Agreement, the Investment Management Agreement, the Distribution Agreement or other service agreement, if any, (as applicable).
- 39.3 The Fund, the Directors, the Depositary, the Administrator, the Management Company, the Investment Manager, the Distributor and any other service provider to the Fund shall be entitled to rely absolutely on any declaration received from a Shareholder as to residence or otherwise of such Shareholder and shall not incur any liability in respect of any action taken or thing suffered by any of them in good faith in reliance upon any paper or document believed to be genuine and to have been sealed or signed by the proper parties nor be in any way liable for any forged or unauthorised signature on or any common seal affixed to any such document or for acting on or giving effect to any such forged or unauthorised signature or common seal but shall be entitled though not bound to require the signature of any person to be verified by a banker, broker or other responsible person or otherwise authenticated to its or their satisfaction.
- 39.4 The Fund, the Directors, the Depositary, the Administrator, the Management Company, the Investment Manager, the Distributor and any other service provider to the Fund shall incur no liability to the Shareholders for doing or (as the case may be) failing to do any act or thing which by reason of any provision of any present or future law or regulation made pursuant thereto, or of any decree, order or judgment of any court, or by reason of any request announcement or similar action (whether of binding legal effect or not) which may

be taken or made by any person or body acting with or purporting to exercise the authority of any government (whether legally or otherwise) either they or any of them shall be directed or requested to do or perform or to forbear from doing or performing. If for any reason it becomes impossible or impracticable to carry out any of the provisions of these Sections neither the Fund nor the Director nor, subject to the terms of the Depositary Agreement, the Administration Agreement, the Management Agreement, the Investment Management Agreement, Distribution Agreement or other service agreement, if any, (as applicable), the Depositary nor the Administrator nor the Investment Manager nor any other service provider, shall be under any liability therefore or thereby.

39.5 This Section shall not, however, exempt the Fund, the Depositary, the Administrator, the Management Company, the Investment Manager and/or the Distributor from any liability they may incur as a result of a failure to adhere to their obligations as set out in the Rules.

39.6 For the avoidance of doubt, no Director shall be liable for the acts or omissions of any other Director.

40 **DESTRUCTION OF DOCUMENTS**

40.1 The Fund may destroy:

40.1.1 any dividend mandate or Share allotment request form or any variation or cancellation thereof or any notification of change of name or address at any time after the expiry of two years from the date such mandate, request, variation, cancellation or notification was recorded by the Fund;

40.1.2 any instrument of transfer of Shares which has been registered at any time after the expiry of six years from the date of registration thereof; and

40.1.3 any other document on the basis of which an entry in the Register is made at any time after the expiry of ten years from the date an entry in the Register was first made in respect of it;

and it shall conclusively be presumed in favour of the Fund that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that 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 Fund **PROVIDED ALWAYS** that:

40.1.4 the foregoing provisions of this Section shall apply only to the destruction of a document in good faith and without express notice to the Fund that the preservation of such document was relevant to a claim;

40.1.5 nothing contained in this Section shall be construed as imposing upon the Fund any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (i) above are not fulfilled; and

40.1.6 references in this Section to the destruction of any document includes references to its disposal in any manner.

41 SEVERABILITY

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

42 MODIFICATION OF THIS INSTRUMENT

- 42.1 No modification shall be made to this Instrument without the approval of the Central Bank. Any such modification may only be made in accordance with the requirements of the Act.
- 42.2 The Fund, subject to the prior approval of the Central Bank, shall be entitled to modify, alter or add to the provisions of this Instrument, without the prior approval of the Shareholders where the Depositary certifies that the modification, alteration or addition does not materially prejudice the interests of the Shareholders and is not one which the Central Bank has specified as one requiring approval of the Shareholders.
- 42.3 The Fund, subject to the prior approval of the Central Bank, shall be entitled to modify, alter or add to the provisions of this Instrument, with the sanction of an ordinary resolution of a meeting of Shareholders duly convened and held in accordance with the provisions contained in this Instrument, provided that no such modification, alteration or addition shall be made which shall reduce the interest in any Sub-Fund of any Shareholder (without similarly reducing the interests of all Shareholders in such Sub-Fund) or reduce the percentage of Shares required to consent to any modification, alteration or addition without the consent of all Shareholders.
- 42.4 Without prejudice to the foregoing, the Fund shall be entitled (and without the sanction of an ordinary resolution as aforesaid) to modify, alter or add to the provisions of this Instrument in such manner and to such extent as they may consider necessary or expedient having regard to the provisions of any fiscal enactments for the time being in force affecting the Fund and any arrangements approved by the Revenue Commissioners of Ireland in relation to the carrying into effect hereof or to conform to any legislation, provided that no such modification, alteration or addition shall impose upon any Shareholder any obligation to make any further payment in respect of his Shares or to accept any liability in respect thereof.

SUBSCRIBER SHAREHOLDERS

We, the several persons whose names, addresses and descriptions are subscribed, wish to be formed into a variable capital investment corporate body in pursuance of this Instrument and we agree to take the number of Shares in the capital of the Fund set opposite our respective names.

Names, Addresses and Description of subscribers Subscriber (written in full)	Number of Shares taken by each
Authorised Representative For and on behalf of Matsack Trust Limited 70 Sir John Rogerson's Quay Dublin 2	One Share
Authorised Representative For and on behalf of Matsack Nominees Limited 70 Sir John Rogerson's Quay Dublin 2	One Share
Total No. of Shares taken:	Two Shares

Dated this 5 April 2017

Witness to the above Signatures:

Name: Grace Curran
Address: 70 Sir John Rogerson's Quay, Dublin 2

Signature of Witness: _____

Schedule 1 - Valuation of Assets

- (a) The Net Asset Value of the Fund shall be calculated in accordance with the provisions of this Schedule. The Management Company has delegated the calculation of the Net Asset Value of each Sub-Fund and the Net Asset Value per Share to the Administrator. All approvals given or decisions made by the Depositary pursuant to this Schedule shall be given or made, as the case may be, following consultation with the Management Company and the Investment Manager.
- (b) The Net Asset Value per Share of a Sub-Fund shall be calculated by dividing the assets of the relevant Sub-Fund less its liabilities by the number of Shares in issue in that Sub-Fund. Shares of Sub-Funds are expected to perform differently and each Sub-Fund will bear its own fees and expenses to the extent specifically attributable to that Sub-Fund. Any liabilities of the Fund that are not attributable to any Sub-Fund shall be allocated amongst the Sub-Funds based on their respective Net Asset Value or on any other basis approved by the Responsible Person following consultation with the Depositary having taken into account the nature of the liabilities.
- (c) The Net Asset Value of a Sub-Fund shall be calculated by ascertaining the value of the assets of the relevant Sub-Fund and deducting from such amount the liabilities of the Sub-Fund, which shall include all fees and expenses payable and/or accrued and/or estimated to be payable out of the assets of the Sub-Fund. The Net Asset Value per Share of a Sub-Fund shall be calculated by dividing the Net Asset Value of the relevant Sub-Fund by the total number of Shares issued in respect of that Sub-Fund or deemed to be in issue as of the relevant Valuation Day. The Net Asset Value per Share in each Sub-Fund shall be calculated to the nearest two decimal places in the base currency of the relevant Sub-Fund for each Valuation Day in accordance with the valuation provisions set out in the Instrument of Incorporation and summarised below.
- (d) The value of the assets of the Fund shall be determined as follows:
 - (i) securities which are listed or traded on a Recognised Market may be valued at the closing or last known market price. The Directors shall determine which one of the following is to be the closing or last known market price: the closing bid, the last bid, the last traded price, the closing mid market price, the latest mid market price or the official closing price published by a Recognised Market.
 - (ii) If a security is listed on more than one Recognised Market, the relevant Recognised Market shall be the relevant Recognised Market that constitutes the main market or the Recognised Market which the Directors determines provides the fairest criteria in a value for the security.
 - (iii) Securities listed or traded on a Recognised Market but acquired or traded at a premium or discount outside or off the Recognised Market may be valued taking into account the level of premium or discount at the date of valuation.
 - (iv) Unlisted securities and securities which are listed or traded on a Recognised Market where the market price is unrepresentative or not available shall be valued at the probable realisation value estimated with care and good faith by the Responsible Person or a competent person appointed by the Directors and approved for this

purpose by the Depositary or by any other means provided the value is approved by the Depositary.

- (v) fixed income securities may be valued using matrix pricing (i.e. valuing securities by reference to the valuation of other securities which are considered comparable in rating, yield, due date and other characteristics) where reliable market quotations are not available. The matrix methodology will be compiled by the persons listed in 2(a) to (c) of Schedule 5 of the Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1)) (Undertakings for Collective Investment in Transferable Securities) Regulations 2015 as may be amended or replaced from time to time.
 - (vi) investment funds shall be valued at the latest available net asset value per unit as published by such investment funds or the latest bid price as published by such investment funds or valuation on a mid price or offer price is acceptable if consistent with the Fund's valuation policy, the Directors may in accordance with the valuation of listed securities undertake a valuation based on market prices where the investment fund in which the investment is made is listed on a Recognised Market.
 - (vii) cash (in hand or deposit) is valued at face / nominal value plus accrued interest.
 - (viii) Exchange traded future and options contracts (including index futures) shall be valued based on the settlement price as determined by the market where the exchange traded future / option contract is traded. If settlement price is not available, the exchange traded future / option contract may be valued as per unlisted securities and securities which are listed / traded on a regulated market where the price is unrepresentative / not available.
 - (ix) A particular / specific asset valuation may be carried out using an alternative method of valuation if the Directors deem it necessary and the alternative method must be approved by the Depositary and the rationale / methodologies used shall be clearly documented.
 - (x) The value of an asset may be adjusted by the Directors where such an adjustment is considered necessary to reflect the fair value in the context of currency, marketability, dealing costs and / or such other consideration which are deemed relevant.
 - (xi) While it is not the intention or objective of the Directors to apply amortised cost valuation to the portfolio of the Fund as a whole, a money market instrument within such a portfolio shall only be valued on an amortised basis if the money market instrument has a residual maturity of less than three months and does not have any specific sensitivity to market parameters, including credit risk. The Directors shall either have in place an escalation procedure to ensure that any material discrepancy between the market value and the amortised cost value of a money market instrument is brought to the attention of the personnel who are responsible for the investment management of the Fund or a review of the amortised cost valuation vis-à-vis market valuation will be carried out in accordance with the requirements of the Central Bank.
- (e) Notwithstanding the above provisions the Directors may, with the approval of the Depositary (a) adjust the valuation of any listed investment where such adjustment is considered necessary to reflect the fair value in the context of currency, marketability, dealing costs and/or such other considerations which are deemed relevant; or (b) in relation to a specific asset

permit an alternative method of valuation approved by the Depositary to be used if they deem it necessary.

- (f) In determining the Fund's Net Asset Value per Share, all assets and liabilities initially expressed in foreign currencies will be converted into the Base Currency of the Fund at market rates. If such quotations are not available, the rate of exchange will be determined to be the probable realisation value estimated with care and in good faith by the Responsible Person.
- (g) In calculating the Net Asset Value of each Sub-Fund and the Net Asset Value per Share in each Sub-Fund, the Administrator may rely on such automatic pricing services as it shall determine and the Administrator shall not be liable (in the absence of fraud, negligence or wilful default) for any loss suffered by the Fund or any investor by reason of any error in calculation of the Net Asset Value resulting from any inaccuracy in the information provided by any pricing service. The Administrator shall use reasonable endeavours to verify any pricing information supplied by the Investment Manager or any connected person including a connected person who is a broker or market maker or other intermediary, however in certain circumstances it may not be possible or practicable for the Administrator to verify such information and in such circumstances the Administrator shall not be liable (in the absence of fraud, negligence or wilful default) for any loss suffered by the Fund or any investor by reason of any error in the calculation of the Net Asset Value resulting from any inaccuracy in the information provided by the Investment Manager or its delegates provided that the use of such information in the circumstances was reasonable.
- (h) In circumstances where the Administrator is directed by the Responsible Person or a Fund delegate to use particular pricing services, brokers, market makers or other intermediaries, the Administrator shall not be liable for any loss suffered by the Fund or any investor by reason of any error in the calculation of the Net Asset Value of the Sub-Fund and the Net Asset Value per Share in each Sub-Fund resulting from any inaccuracy in the information provided by such pricing services, brokers, market makers or other intermediaries.
- (i) Dividends, interest and capital gains (if any) which the Fund receives with respect to its investments (other than securities of Irish issuers) may be subject to taxes, including withholding taxes, in certain countries in which the issuers of investments are located. It is anticipated that the Fund may not be able to benefit from reduced rates of withholding tax in double taxation agreements between Ireland and such countries. If this position changes in the future and the application of a lower rate results in a repayment to the Fund, the Net Asset Value will not be re-stated and the benefit will be allocated to the existing Shareholders rateably at the time of the repayment.
- (j) Notwithstanding any other provisions of this Instrument, the Directors, may determine that, in relation to any Sub-Fund, the value of the relevant investments shall be calculated by reference to the bid price, where redemptions exceed subscriptions on that Business Day, or by reference to the offer price, where subscriptions exceed redemptions on that Business Day, for such Investments as at the Valuation Point. Any such policy shall be applied consistently in respect of a Sub-Fund and in respect of all investments of that Sub-Fund.
- (k) The liabilities of the Fund shall be deemed to include any and all actual or estimated liabilities of whatsoever nature of the Fund (except liabilities taken into account in determining the value of the assets of the Fund) including, without limitation to the generality of the foregoing:

- (i) all administrative and professional fees and expenses payable and/or accrued including, without prejudice to the generality of the foregoing, all remuneration, fees, costs and expenses payable by the Fund and/or accrued and/or estimated to be payable by the Fund to the Management Company, the Depositary, the Investment Advisor, the administrator and the legal advisers of the Fund and to any other person, firm or corporation providing services to the Fund and all other projected expenses as the Directors consider fair and reasonable and properly payable out of the assets of the Fund and all value added tax chargeable, if any, in respect of the provision of any of the foregoing services to the Fund;
- (ii) any and all outstanding borrowings and all accrued interest payable thereon including, without prejudice to the generality of the foregoing, an amount representing the aggregate maximum amount payable by the Fund in respect of any debentures, debenture stock, loan stock, loan notes, bonds or other debt obligations created or issued by the Fund;
- (iii) all bills, notes and accounts payable;
- (iv) the total amount of any actual or estimated liabilities for any and all tax of whatsoever nature and howsoever arising on the income or deemed income and realised capital gains of the Fund as at the relevant Dealing Day;
- (v) the total amount of any actual or estimated liabilities for withholding tax (if any) payable on any of the Investments in respect of the current Accounting Period;
- (vi) an appropriate provision for all taxes and contingent liabilities as determined from time to time by the Directors; and
- (vii) the total amount (whether actual or estimated by the Directors) of any other liabilities properly payable out of the assets of the Fund.