

**Pyramis Global Advisors (Ireland) Limited  
(Manager)**

**and**

**State Street Custodial Services (Ireland) Limited  
(Custodian)**

**DEED OF CONSTITUTION  
CONSTITUTING**

**Pyramis Global Advisors Common Contractual Fund**

**AN OPEN-ENDED UMBRELLA COMMON CONTRACTUAL FUND  
AUTHORISED PURSUANT TO THE EUROPEAN COMMUNITIES (UNDERTAKINGS FOR  
COLLECTIVE INVESTMENT IN TRANSFERABLE SECURITIES) REGULATIONS, 2003  
(AS AMENDED) BY THE  
CENTRAL BANK OF IRELAND**

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## **PYRAMIS GLOBAL ADVISORS COMMON CONTRACTUAL FUND**

**THIS DEED** is entered into the 25 day of November 2010 between Pyramis Global Advisors (Ireland) Limited having its registered office at 78 Sir John Rogerson's Quay, Dublin 2, Ireland (hereinafter called the "Manager")

### **AND**

State Street Custodial Services (Ireland) Limited having its registered office at 78 Sir John Rogerson's Quay, Dublin 2, Ireland (hereinafter called the "Custodian")

### **WHEREAS**

- A. The Manager and the Custodian are entering into this Deed to constitute a Common Contractual Fund, which will be an umbrella fund within the meaning of the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2003 (as amended) and which will be authorised by the Central Bank of Ireland.
- B. The Custodian is entering into this Deed for the purposes of confirming its obligations and power with respect to the Fund.

**NOW THIS DEED WITNESSETH** as follows:-

#### **1.00 DEFINITIONS**

- 1.01 Unless the subject or context otherwise requires the words and expressions following shall have the following meanings respectively, that is to say:-

"Accounting Date" means the date by reference to which the annual accounts of the Manager relating to the Fund and each of its Sub-Funds shall be prepared and shall be December 31 in each year commencing on 31 December 2011 or such other date as the Manager in accordance with the requirements of the Central Bank may determine and terminating (in the case of the termination of the Fund Period or a Sub-Fund Period) the date on which the final payment of Gross Income shall have been made to Unitholders in respect of their holding in the Fund or Sub-Fund as the case may be.

"Accounting Period" means, in respect of each Sub-Fund, a period ending on an Accounting Date and commencing, in the case of the first such period on the date of the first issue of Units of the relevant Sub-Fund and, in subsequent periods, on the expiry of the preceding Accounting Period.

"Administration Expenses" means the sums payable out of the Assets necessary to provide for all costs, charges and expenses, including courier's fees, telecommunication costs and

expenses, out-of-pocket expenses, legal, marketing and professional expenses which the Manager incurs whether in litigation on behalf of the Fund or any of its Sub-Funds or in connection with the establishment or ongoing administration of the Fund or any of its Sub-Funds or otherwise together with the costs, charges and expenses, including translation costs, of any notices, including reports and prospecti given to Unitholders in whatever manner and all properly vouched fees and reasonable out-of-pocket expenses of the Manager and/or any delegate or appointee of the Manager subject to the terms, as appropriate, of the Custodian Agreement, Administration Agreement or other agreement between the Manager and its delegate or appointee and as duly appointed in accordance with the requirements of the Central Bank plus value added tax (if any) on any such costs, charges and expenses.

"Administration Agreement" means the agreement dated on or about the date hereof between the Manager and the Administrator as amended, supplemented or otherwise modified from time to time in accordance with the requirements of the Central Bank.

"Administrator" means State Street Fund Services (Ireland) Limited or any successor thereto duly appointed by the Manager in accordance with the requirements of the Central Bank.

"Assets" means the Investments, cash, derivatives and all property for the time being held by the Custodian under the terms of the Custodian Agreement.

"Associate", in relation to a corporation, means a holding company or a subsidiary of such corporation or a subsidiary of the holding company of such corporation and in relation to a firm or other unincorporated body, means any corporation directly or indirectly controlled by such person.

"Auditors" means any person or firm qualified for appointment as auditor of an authorised common contractual fund under the Regulations and appointed as auditor or auditors of the Sub-Funds by the Manager.

"Base Currency" means the currency of account of a Sub-Fund as specified in the Prospectus.

"Business Day" means such day or days as the Manager may determine in respect of any Sub-Fund which shall be disclosed in the Prospectus.

"Central Bank" means the Central Bank of Ireland or any successor regulatory authority with responsibility for authorising and supervising the Fund.

"Class" or "Class of Units" means any class of Unit issued by the Manager in respect of any

**Sub-Fund.**

**"Clause"** means a clause of this Deed.

**"Common Contractual Fund"** means a common contractual fund established by the Manager and authorised by the Central Bank under the Regulations and meeting the conditions set out in Section 739 I of the Taxes Consolidation Act, 1997.

**"Custodian"** means State Street Custodial Services (Ireland) Limited or any successor thereto duly appointed in accordance with the requirements of the Central Bank.

**"Custodian Agreement"** means an agreement dated 25 November 2010 between the Manager and the Custodian, as amended, supplemented or otherwise modified from time to time in accordance with the requirements of the Central Bank and relating to the appointment and duties of the Custodian.

**"Dealing Day"** means, in relation to any Sub-Fund, such Business Day or Business Days as the Manager may, with the approval of the Custodian, from time to time determine and specify in the Prospectus provided that:

- (i) in the event of any changes in the Dealing Day reasonable notice thereof shall be given by the Manager to each Unitholder;
- (ii) there shall in relation to any Sub-Fund be at least two Dealing Days at regular intervals per month; and
- (iii) the Net Asset Value of a Sub-Fund shall be calculated as at the Valuation Point for each Dealing Day.

**"Directors"** means the directors of the Manager, each a "Director".

**"Disbursements"** means all disbursements, costs, charges and expenses of every kind properly incurred by the Manager, the Custodian, or any direct or indirect delegate of each of them, in connection with the Fund and each of its Sub-Funds hereunder including its establishment costs, courier's fees, telecommunication costs and expenses, the remuneration (at normal commercial rates) and out-of-pocket expenses of the Manager, the Custodian or each of them or any delegate appointed by either of them and all legal and other professional expenses in relation to or in any way arising out of the Fund and of each of its Sub-Funds (including the establishment thereof) together with any value added tax liability on such disbursements, costs, charges and expenses and in each instance subject to the terms of the Custodian Agreement, Administration Agreement or other written agreement between the Manager and its delegate.

**"Duties and Charges"** means all stamp and other duties, taxes, governmental charges, dealing costs, valuation fees, agents fees, brokerage fees, bank charges, transfer fees, registration fees and other charges whether in respect of the constitution or increase of the Assets, to cover market impact or the creation, sale or purchase of Units or the purchase or sale or proposed purchase or sale of Investments or otherwise which may have become or will become payable in respect of or prior to or upon the occasion of any transaction, dealing or valuation, but not including commission payable on the issue of Units.

**"Euro or €"** means the lawful currency of the Eurozone.

**"Eurozone"** means those countries who use the Euro as their lawful currency.

**"Fund"** means the common contractual fund to be called by the name "Pyramis Global Advisors Common Contractual Fund" (or by such other name as the Manager may with the prior approval of the Central Bank from time to time determine) as constituted by this Deed and shall, where the context so requires, include any one or more of its Sub-Funds.

**"Fund Period"** means the period from the date of authorisation until the Fund shall be terminated in the manner hereinafter provided.

**"Gross Income"** means all dividends, interest income and all other income earned by a Sub-Fund to which each Unitholder is beneficially entitled (including "manufactured" dividends paid by borrowers of a Sub-Fund's securities, which are the subject of a securities lending transaction on the same basis as if such income has been derived from dividends paid by the issuer of the relevant securities as if such securities had not been on loan at the time of the payment of such dividend) as these items of income arise in the Sub-Fund keeping the same character and the same source as if received directly from the source during a Gross Income Period and payable to the Unitholders of the Sub-Fund, calculated and adjusted in accordance with Clause 14.00.

**"Gross Income Date"** means the date or dates by reference to which a Gross Income Payment may at the discretion of the Manager be declared and paid in accordance with Clause 14.00 and disclosed in the Supplement for the relevant Sub-Fund.

**"Gross Income Payment"** means a payment of Gross Income in the manner described in the Prospectus.

**"Gross Income Period"** means any period ending on an Accounting Date or a Gross Income Date as the Manager may select and beginning on the day following the last preceding

Accounting Date, or the day following the last preceding Gross Income Date, or the date of the initial issue of Units of a Sub-Fund, as the case may be.

"Investment" means a permitted investment as set out in Clause 4.00.

"Investment Management Agreement" means an investment management agreement dated on or about the date hereof between the Manager and an Investment Manager, as amended or supplemented from time to time in accordance with the requirements of the Central Bank.

"Investment Manager" means any one or more persons or corporations appointed by the Manager in accordance with the requirements of the Central Bank to manage the investment and re-investment of some or all of the assets of any one or more of the Sub-Funds of the Fund.

"Investment Objective and Policies" means the investment objective and policies determined by the Manager for a particular Sub-Fund as more fully set out in the Prospectus.

"Member State" means a member state of the European Union.

"Minimum Holding" in respect of a Sub-Fund means either a holding of Units in the relevant Sub-Fund or any Class the value of which by reference to the Net Asset Value per Unit is not less than such amount or such minimum number of Units as the Manager may determine and set out in the Prospectus.

"Minimum Net Asset Value" means the amount per Sub-Fund set out in the Prospectus.

"Minimum Subscription" means the minimum subscription for each applicant for Units as set out in the Prospectus.

"Net Asset Value of a Sub-Fund" means the amount determined as being the Net Asset Value of a Sub-Fund for any particular Dealing Day pursuant to Clause 9.00.

"Net Asset Value per Unit" means the amount determined as being the Net Asset Value per Unit of a Sub-Fund or any Class of Unit for any particular Dealing Day as calculated pursuant to Clause 9.00.

"OECD Member Country" means such countries as are members of the Organisation for Economic Co-Operation and Development from time to time.

"Preliminary Charge" means in respect of a Sub-Fund, the charge payable (if any) on the

subscription for Units as is specified in the Supplement for the relevant Sub-Fund.

"Proper Instructions" means any written or faxed instructions or instructions delivered via email or other electronic means in respect of any of the matters referred to in this Deed signed or transmitted, as the case may be, by such one or more person or persons as the Directors shall from time to time have authorised to give the particular class of instructions in question. Different persons may be authorised to give instructions for different purposes and such persons may also include corporations, other than the Manager, so authorised by the Directors and the officers and employees of such corporations. A certified copy of a resolution of the Directors may be received and accepted by the Custodian as conclusive evidence of the authority of any such person to act and may be considered as in full force and effect until receipt of written notice to the contrary.

"Prospectus" means the Prospectus for the time being in issue for the Fund and includes any relevant addendum or Supplement thereto.

"Recognised Exchange" means any stock exchange or market which is regulated, operates regularly, is recognised and open to the public and listed in Clause 4.02 hereof.

"Register" means the register referred to in Clause 7.01.

"Registration Number" means a number given to each Unitholder

"Regulations" means the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2003, Statutory Instrument Number 211 of 2003 as amended, consolidated or substituted from time to time.

"Redemption Charge" means in respect of a Sub-Fund the charge payable, if any, on a redemption of Units as is specified in the Supplement for the relevant Sub-Fund.

"Sub-Fund" or "Sub-Funds" means the Sub-Funds named in Clause 2.01 hereof or any additional Sub-Fund or Sub-Funds established by the Manager from time to time with the prior approval of the Central Bank.

"Sub-Fund Period" means the period from the date of approval of a Sub-Fund until the date on which that Sub-Fund shall be terminated in the manner hereinafter provided.

"Supplement" means any supplement to the Prospectus issued by the Manager in respect of each Sub-Fund.



"TCA" means the Irish Taxes Consolidation Act, 1997 as amended.

"UCITS Notices" means the notices and guidelines issued by the Central Bank in respect of UCITS from time to time affecting the Fund or any Sub-Fund.

"Unit" means one undivided interest in the assets of a Sub-Fund and includes any fraction of a Unit which may be further divided into different classes of Unit. Units in the Sub-Fund are not shares but serve to determine the proportion of underlying assets of the Sub-Fund to which each Unitholder is beneficially entitled.

"Unitholder" means a legal person, but not a natural person, entered on the Register maintained by the Manager of the Fund with respect to a Sub-Fund as the holder for the time being of Units and includes persons so entered as joint holders of a Unit, such holder or holders being entitled to an undivided co-ownership interest as tenants in common with the other holders in the assets of a Sub-Fund.

"US Dollars", "USD", "US\$" "Dollars" and "\$" means the lawful currency of the United States or any successor currency.

"Valuation Point" means the time or times by reference to which the Net Asset Value shall be calculated on or with respect to each Dealing Day as determined by the Manager and specified in the Prospectus.

- 1.02 Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender only shall include the feminine and neuter genders and words importing persons shall include firms, corporations, trusts, companies and incorporated and unincorporated bodies and the words "written" or "in writing" shall include printing, engraving, lithographing or other means of visible reproduction. The marginal notes and headings herein are inserted for convenience only and shall not affect the construction or interpretation hereof. References herein to "this Deed" and words of similar import shall mean this Deed and the appendices as from time to time amended by deed expressed to be supplemental to, and made pursuant to the provisions of this Deed. References to "include", "including", "in particular", or "particularly", "for example", or similar expressions shall be deemed to be followed by the words "(without limitation)".

2.00 **CONSTITUTION OF THE FUND**

2.01 (A) The Fund:

The Manager hereby establishes the Fund as an umbrella common contractual fund being an unincorporated body under which the Unitholders participate and share in

the property of the relevant Sub-Funds, including income arising thereon and profits derived therefrom as such income and profits arise, as co-owners in accordance with the terms of this Deed and the sole object of which is the collective investment, in either or both transferable securities and other liquid financial assets referred to in Regulation 45 of the Regulations, of capital raised from the public and which operates on the principle of risk spreading. Under Irish tax law at the date of this Deed for as long as the Fund and each Sub-Fund is authorised/approved by the Central Bank and each of its Units is held by a person meeting the conditions set out in Section 739I TCA, the Fund or any Sub-Fund will not be subject to Irish tax on its income or gains. The income and gains of the Fund and each Sub-Fund derived from its underlying investments shall be treated as arising to each Unitholder in proportion to the value of Units beneficially owned by each Unitholder as if the income and gains had not passed through the Fund or the relevant Sub-Fund. The Fund is an umbrella fund within the meaning of the Regulations and comprises separate Sub-Funds by reference to which Units are issued. Initially, the following Sub-Fund will be established:

**Pyramis US Large Cap Core Fund**

The Manager may with the prior approval of the Central Bank at any time establish an additional Sub-Fund or Sub-Funds to be designated by such name or names and for the purpose of making such investment or investments as the Manager may deem appropriate and may, having given prior notification to, and having obtained clearance by the Central Bank, designate additional Classes. A separate pool of assets will not be maintained for each Class.

The Manager shall have power, upon notice to the Central Bank, to close any Sub-Fund by serving not less than thirty days' notice of such closure on the holders of Units in that Sub-Fund. The Manager shall also apply to the Central Bank for revocation of approval of any such Sub-Fund.

The Manager may, having given prior notification to and having obtained clearance from the Central Bank, classify Units in Sub-Funds into different Classes. The Manager may, in its absolute discretion, differentiate between Classes, including, without limitation: as to the level of management fees payable in respect of each such Class; return on capital; use of derivative instruments (i.e. for currency hedging); redemption charges and/or exchange charges; expenses; rates of withholding tax and tax reclaims to which the participants in the relevant Class are entitled to benefit; Minimum Holdings; Minimum Subscription and designated currency. The liabilities of a Unitholder shall be limited to the issue price of Units for which he has agreed to

subscribe. Where a Class of Units is denominated in a currency other than the Base Currency of the relevant Sub-Fund the Manager shall at the time of creation of such Class determine if such Class of Units shall be hedged or unhedged. Notwithstanding anything contained in this Deed, the costs and gains/losses of any hedging transactions relating to a hedged Class of Units shall accrue solely to the Unitholders in such Class and shall not form part of the Assets of the relevant Sub-Fund or constitute a liability of the relevant Sub-Fund. Any currency hedging transaction relating to a hedged Class of Units shall be valued in accordance with the provisions of Clauses 10.01 (iv) and 10.01 (xii) and shall be clearly attributable to the specific Class of Units. No hedged Class of Units shall be leveraged as a result of such currency hedging transactions.

**(B) Constitution of Assets:**

The Assets of each Sub-Fund shall initially be constituted out of the proceeds of the issue by the Manager of the first Units of the Sub-Fund or one or more Classes of the relevant Sub-Fund and shall thereafter be constituted out of the proceeds of subsequent issues of Units and the Investments, cash and other property held or received by or on behalf of the Custodian for the account of the relevant Sub-Fund.

**(C) Management of Assets:**

The Assets of each Sub-Fund shall be managed and administered by the Manager solely and exclusively in the interests of Unitholders in accordance with the provisions of this Deed and the Prospectus and Supplement for the relevant Sub-Fund. The Manager shall determine the Investment Objective and Policies applicable to each Sub-Fund. The powers of the Manager shall include, but not be limited to, the purchase, sale, subscription, exchange and receipt of securities, instruments, contracts and other property permitted by the Regulations and the exercise of all rights attaching directly or indirectly to the Assets of each Sub-Fund and, in its capacity as manager of the Fund and its Sub-Funds, the Manager may contract on behalf of and bind the Fund and its Sub-Funds or any of them. In this regard, the Manager shall be entitled to delegate to one or more Investment Managers the investment and re-investment of all or part of the Assets of the relevant Sub-Funds. The Manager is also responsible for preparing accounts, executing redemption of Units, making Gross Income Payments and calculating the Net Asset Value per Unit. In this regard, however, the Manager may appoint the Administrator to carry out these duties. The Manager was incorporated as a limited liability company on 8 June 2010. The Manager is approved to act as a manager to Common Contractual Funds under

the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2003 (as amended) by the Central Bank.

(D) Custody of Assets:

The Custodian agrees to act as custodian of all the Investments of the Fund and shall be responsible for the safekeeping of all the Assets of each Sub-Fund in accordance with the Regulations and subject to the terms herein and of the Custodian Agreement. The Custodian is a private limited liability company incorporated in Ireland on 22 May 1991 and is a wholly owned subsidiary of the State Street Corporation. The Custodian's principal business is the provision of custodian services for collective investment schemes and other portfolios. The duties of the Custodian are set out at Clause 23.00. The Manager hereby undertakes to transfer to the Custodian, forthwith on receipt thereof, any sums (less any Preliminary Charge payable [to an Investment Manager or any other distributor in respect thereof]) received by it representing subscription money for Units and cash and all payment of income, principal or capital distribution received by it in relation to the Investments of the Fund from time to time.

(E) Provisions relating to each Sub-Fund:

The following provisions shall apply to each Sub-Fund established from time to time by the Manager:-

- (1) the records and accounts of each Sub-Fund shall be maintained separately in the Base Currency of that Sub-Fund;
- (2) the proceeds from the issue of Units of a Sub-Fund or each Class of a Sub-Fund (excluding Duties and Charges necessary to account for actual expenditure on the purchase of the underlying investments) shall be applied in the records and accounts of the Sub-Fund to the relevant Sub-Fund and the Assets and liabilities and income and expenditure attributable thereto shall be applied to such Sub-Fund subject to the provisions of this Deed. Any Assets, liabilities, income or expenditure within a Sub-Fund specifically attributable to a Class shall be separately identified in the records and accounts of the Sub-Fund as attributable to the relevant Class and shall in calculating the Net Asset Value attributable to the relevant Class be duly added thereto or deducted therefrom;

- (3) where any asset is derived from any other asset (whether cash or otherwise), such derivative asset shall be applied in the records and accounts of the Sub-Fund to the same Sub-Fund as the Asset from which it was derived and on each re-valuation of an Asset the increase or diminution in value shall be applied to the relevant Sub-Fund;
- (4) in the case of any Asset (or amount treated as a notional asset) which the Manager does not consider as attributable to a particular Sub-Fund or Sub-Funds, the asset will be allocated by the Manager on a pro rata basis amongst the funds and the Manager shall have discretion to determine the basis upon which any such asset shall be allocated between Sub-Funds and the Manager shall have the power at any time and from time to time, subject to the approval of the Custodian, to vary such basis in such a manner as the Manager in its discretion deems fair and equitable provided that the approval of the Custodian shall not be required in any case where the asset is allocated between all Sub-Funds pro rata to their Net Asset Values at the time when the allocation is made;
- (5) each Sub-Fund shall be charged with the liabilities, expenses, costs, charges or reserves in respect of, or attributable to, that Sub-Fund. In the case of any liability of the Fund which the Manager does not consider as attributable to a particular Sub-Fund or Sub-Funds, the liability will be allocated by the Manager on a *pro rata* basis amongst the funds and the Manager shall have discretion to determine the basis upon which any liability shall be allocated between Sub-Funds (including conditions as to the subsequent re-allocation thereof if circumstances so permit) and shall have the power at any time and from time to time, subject to the prior approval of the Custodian to vary such basis provided that the approval of the Custodian shall not be required in any case where the liability is allocated between all Sub-Funds *pro rata* to their Net Asset Values at the time when the allocation is made; and
- (6) the Assets of each Sub-Fund shall belong exclusively to that Sub-Fund, shall be recorded in the books and records maintained for the Sub-Fund as being held for that Sub-Fund and separately from the Assets of other Sub-Funds, the Custodian or any of its agents and shall not be used to discharge directly or indirectly the liabilities of or claims against any other Sub-Fund, undertaking or entity and shall not be available for any such purpose.

(F) Binding nature of terms and conditions:

The terms and conditions of this Deed shall be binding on each Unitholder and all persons claiming through him as if he had been a party hereto. By purchasing Units, each Unitholder agrees to be bound by the terms of the Deed.

(G) Copies of Deed:

A copy of this Deed shall be made available for inspection at the offices in Ireland of the Manager at all times during usual business hours and shall be supplied by the Manager to any person on application free of charge.

(H) Regulations:

The Regulations are binding on the Manager, the Custodian and the Unitholders according to the terms of the Regulations and each shall observe them in carrying out its obligations under this Deed.

**3.00 UNITHOLDERS AND ISSUE OF UNITS**

3.01 Unitholders may not transfer their Units.

3.02 The Manager shall have the exclusive right to effect for the account of the relevant Sub-Fund or Sub-Funds the creation and issue of such number of Units as the Manager may, at its sole discretion, from time to time determine for cash at prices ascertained in accordance with the following provisions of this Clause.

3.03 Every Unit shall be issued as a Unit in a Sub-Fund or a Class and shall be identified by name as such. Upon the issue of a Unit, the Manager shall allocate the proceeds of such issue to the appropriate Sub-Fund.

3.04 Each Unit represents an undivided co-ownership interest of a Unitholder as tenant in common with the other Unitholders in the assets of a Sub-Fund. Units in the Fund are not shares but serve to determine the proportion of underlying assets of the Fund to which each Unitholder is beneficially entitled. No Unit shall confer any specific interest or share in any particular part of the Assets of a Sub-Fund but rather provide a proportionate interest in all the Assets of a Sub-Fund.

3.05 The liability of each Unitholder shall be limited to the issue price of Units for which he has agreed to subscribe. Except to the extent expressly provided for in this Deed, no Unitholder shall incur or assume any liability or be required to make any payment to the Custodian or the Manager in respect of the Units held by it.

- 3.06 No voting rights shall attach to the Units and no meetings of Unitholders shall be held other than such meetings as the Manager may determine at its absolute discretion where each Unit shall have such voting rights as the Manager may determine at its absolute discretion. Neither the Unitholders nor their successors shall have rights with respect to the representation and management of the Fund or any Sub-Fund and their failure or insolvency shall have no effect on the existence of the Fund or any Sub-Fund.
- 3.07 Each Unit is indivisible with respect to the rights conferred on it.
- 3.08 The Manager shall, before the initial issue of Units in any Sub-Fund, determine the time and terms upon which the initial allotment of Units of that Sub-Fund shall be made.
- 3.09 Any subsequent issue of Units shall be effected at a price equal to the Net Asset Value per Unit of the relevant Class or Sub-Fund on the Dealing Day on which Units are to be issued. The Unitholder may be required to pay all Duties and Charges associated with the purchase of such Units necessary to preserve the value of the underlying assets and to account for actual expenditure on the purchase of underlying investments which may be deducted from the subscription amount. The price at which Units may be issued shall be rounded to such number of decimal places as the Manager may determine. Any such sum will be paid to the relevant Sub-Fund.
- 3.10 The Manager shall be entitled to impose a Preliminary Charge.
- 3.11 The Manager may add to the subscription amount when there are net subscriptions an anti-dilution levy which the Investment Manager considers represents an appropriate figure to cover dealing costs, stamp duties, market impact and to preserve the value of the underlying assets of the relevant Sub-Fund. Any such levy shall be retained for the benefit of the relevant Sub-Fund and the Manager reserves the right to waive such levy at any time.
- 3.12 Units will be issued effective on the Dealing Day on which they are purchased.  
Any subsequent issue of Units shall be made by the Manager only on a Dealing Day. Subsequent subscription applications may be sent to the Manager or its authorised agent by facsimile or other electronic means as previously agreed with the Administrator. Any person applying for Units shall complete a subscription agreement together with such other documents in such form as the Manager may from time to time prescribe and shall comply with such conditions as may be prescribed by the Manager which may include the provision of such information or declarations as the Manager may require as to the identity, status and residence of an applicant and otherwise as the Manager may require (including all necessary anti money laundering and tax documentation including any tax certificates, W8 forms etc). All

applications must be received by the Manager or its authorised agent at such place by such time as in such manner as the Manager may determine and as may be specified in the then current Prospectus issued in respect of the Fund (with the original and supporting documentation in relation to anti money laundering checks to follow promptly by post). The original need not follow by post in respect of applications for the additional issue of Units. Any application received after the time so specified shall be deemed to have been made in respect of the Dealing Day next following the relevant Dealing Day provided that the Manager or its authorised agent in consultation with the Investment Manager shall, on an exceptional basis, have discretion to accept any application received after such time but prior to the relevant Valuation Point. The Manager shall have absolute discretion subject to the provisions of the Regulations to accept or reject in whole or in part any application for Units without assigning any reason therefor. The Manager may in consultation with the Investment Manager nominate additional Dealing Days upon advance notice to Unitholders. Any Class of Units may be closed for subscription either temporarily or permanently at the discretion of the Manager. Where an application for Units is rejected, the subscription monies shall be returned to the applicant at the risk and expense of that applicant and without interest in such manner and by such time as may be determined by the Manager and disclosed in the Prospectus. Fractions of Units (calculated to such number of decimal places as the Manager may determine at its discretion and as disclosed in the Prospectus) may be issued at the discretion of the Manager. Subscription moneys representing smaller fractions of Units will not be returned to the applicant but will be retained as part of the assets of the relevant Sub-Fund.

- 3.13 Investors wishing to subscribe for Units shall ensure receipt by the Manager or such other person that it may direct, of the price payable therefor in accordance with this Deed by such time and in such manner as is specified in the Prospectus and, in the event of late settlement, may be required to compensate the relevant Sub-Fund for the amount of any loss arising as a result, which shall be conclusively determined by the Manager and otherwise shall comply with such terms and conditions, including any requirement as to Minimum Subscription and/or Minimum Holding, as the Manager may from time to time determine.

Applications for Units shall be accepted in the Base Currency (or the currency of denomination of the Class at the discretion of the Manager). The Manager may, at its discretion, accept monies subscribed in a currency other than the Base Currency (or in the currency of denomination of the Class) and these monies will be converted by the Manager to the Base Currency at the prevailing spot exchange rate and such subscription shall be deemed to be in the amount so converted net of all applicable Duties and Charges. This may result in a delay in processing the application. No Units shall be issued unless subscription monies in respect of such Units have been paid into the Assets of the Sub-Fund within the



usual time limits. Allotment of Units may take place provisionally notwithstanding that cleared funds have not been received by the Manager or its authorised agent.

If subscription monies in cleared funds have not been received by the Manager or its authorised agent at such time as is specified in the Prospectus, or in the event of non-clearance of funds, the Manager shall have the right to cancel any allotment and/or charge the applicant interest at such rate as may be disclosed in the Prospectus from time to time and other losses, charges or expenses suffered or incurred by the Manager or Investment Manager as a result of late payment or non-payment of subscription monies and the Manager or Investment Manager shall have the right to sell all or part of the applicant's holding of Units in order to meet such charges. Alternatively the Manager may treat the application as an application for such number of Units as may be purchased with such payment on the Dealing Day next following receipt of payment in full or cleared funds. All subscription monies received by the Custodian for the account of a Sub-Fund shall be held by the Custodian as part of the assets of the relevant Sub-Fund.

The Manager may, subject to clause 5.00, temporarily borrow for the account of a Sub-Fund an amount equal to the subscription and invest the amount borrowed in accordance with the Investment Objective and Policies of the relevant Sub-Fund. Once the required subscription monies have been received, the Manager will use this to repay the borrowings. The Manager reserves the right to charge the relevant Unitholder for any interest or other costs incurred by the relevant Sub-Fund as a result of late payment by the Unitholder of the subscription amount. If the Unitholder fails to reimburse the Sub-Fund for those charges, the Manager and/or the relevant Investment Manager shall have the right to sell all or part of the applicant's holdings of Units in the relevant Sub-Fund or any other Sub-Fund of the Fund in order to meet those charges.

Units will be in non-certificated form. Contract notes providing details of the trade will normally be issued within 10 Business Days of the relevant Dealing Day. Confirmations of ownership evidencing entry in the register will be in written form and will normally be issued within thirty 30 Business Days of the relevant Dealing Day upon receipt of all original documentation required by the Administrator. The Manager or Investment Manager may decline to accept any application for the issue of Units without assigning any reason therefor and may cease to offer Units in the Fund for allotment or subscription for a definite period or otherwise.

- 3.14 The Manager may, at its sole discretion, from time to time make arrangements for the issue of Units to an investor by way of exchange for Investments which are in accordance with the investment objectives, policies and restrictions of the relevant Sub-Fund held by him upon

such terms as the Manager may think fit but subject to and in accordance with the following provisions:-

- (i) Units shall not be issued until the Investments shall have been vested in the Custodian or its nominees or sub-custodian to the Custodian's satisfaction and the Investments would form part of the assets of the relevant Sub-Fund
- (ii) subject to the foregoing any such exchange shall be effected on terms that the number of Units to be issued shall be the number (from the calculation of which, at the discretion of the Manager, fractions of a Unit may be excluded) which would have been issued for cash at the current Net Asset Value less any Duties and Charges (together with any Preliminary Charge) against payment of a sum equal to the value of the Investments transferred less such sum as the Manager may consider represents an appropriate provision for any fiscal brokerage, registration or other expenses as aforesaid to be paid out of the Assets of the relevant Sub-Fund in connection with the vesting of the Investments;
- (iii) the Investments to be transferred to the account of the relevant Sub-Fund shall be valued on such basis as the Manager may decide so long as such value does not exceed the highest amount that would be obtained on the date of the exchange by applying the method of calculating the value of Investments as set out in Clause 10.00;
- (iv) there may be paid to the incoming Unitholder out of the Assets of the relevant Sub-Fund a sum in cash equal to the value at the current price of any fraction of a Unit excluded from the calculation aforesaid;
- (v) the Custodian shall be satisfied that the terms of such exchange shall not be such as are likely to result in any prejudice to the existing Unitholders; and
- (vi) the Investments to be transferred to the account of the relevant Sub-Fund would qualify as an investment of the relevant Sub-Fund in accordance with its investment objectives, policies and restrictions.

3.15 All reasonable fees, expenses and Disbursements of or incurred by the Manager or the Custodian or any direct or indirect delegate of either of them in connection with the ongoing administration and operation of each Sub-Fund shall be deductible from the payments of Gross Income of the relevant Sub-Fund or, if attributable specifically to a Class, the Gross Income attributable to the relevant Class of the Sub-Fund or to the extent that the Gross Income is insufficient out of the remaining Assets of the relevant Sub-Fund or Assets

attributable to a Class as the case may be, including:

- (a) auditors and accountants fees;
- (b) legal and other professional advisory fees;
- (c) commissions, fees and reasonable out-of-pocket expenses payable to any placing agent, structuring agent, paying agent, correspondent bank or distributor of the Units;
- (d) merchant banking, stockbroking or corporate finance fees including interest on borrowings;
- (e) taxes or duties imposed by any fiscal authority;
- (f) costs of preparation, translation and distribution of all prospecti, marketing literature, reports, confirmations of purchase of Units and notices to Unitholders;
- (g) regulatory fees;
- (h) fees and expenses incurred in connection with the admission or proposed admission of Units to the official list of any Recognised Exchange and in complying with the listing rules thereof.
- (i) custody and transfer expenses including sub-custody fees and expenses and transaction charges;
- (j) insurance premia;
- (k) any other expenses, including clerical costs of issue or redemption of Units or fees and expenses incurred in connection with the clearance or settlement of Units;
- (l) the cost of preparing, translating, printing and/or filing in any language this Deed and all other documents relating to the Fund or to the relevant Sub-Fund including registration statements, prospecti, explanatory memoranda, annual, semi-annual and extraordinary reports with all authorities (including local securities dealers associations) having jurisdiction over the Fund or any of the Sub-Funds or the offer of Units of the relevant Sub-Fund and the cost of delivering any of the foregoing to the Unitholders;
- (m) advertising expenses relating to the distribution of Units of the Fund;
- (n) the costs of publication of notices in local newspapers in any relevant jurisdiction;

- (o) the total costs of any amalgamation or reconstruction of any Sub-Fund;
- (p) the cost of termination of the Fund or any Sub-Fund;
- (q) the fees and expenses of the Manager and the fees and expenses of any other service providers to the Fund as determined in accordance with clause 19.00;
- (r) stamp duty payable upon this Deed or upon the issue of Units;
- (s) preliminary expenses of the Fund or any Sub-Fund; and
- (t) litigation fees and expenses.

in each case plus any applicable value added tax.

3.16 Units in any Class within each Sub-Fund are issued in registered form only.

3.17 The issue of Units by the Manager in each Sub-Fund shall be temporarily suspended during any period when the calculation of the Net Asset Value of the relevant Sub-Fund is suspended by the Manager in circumstances set out in Clause 9.03.

3.18 The Manager may impose such restrictions as it may think necessary for the purpose of ensuring that no Units are acquired or held directly or beneficially by persons who are not Qualified Unitholders as described in Clause 30.05.

3.19 Any person or persons to whom Clause 3.18 shall apply shall indemnify the Manager and the Unitholders for any loss suffered by it or them as a result of such person or persons acquiring or holding Units in the Fund.

#### 4.00 **PERMITTED INVESTMENTS**

4.01 (a) The Assets shall be invested only in investments permitted under the Regulations, and shall be subject to the restrictions and limits set out in the Regulations and in the Prospectus and any derogations permitted by the Central Bank.

(b) 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 which are listed or traded on a Recognised Exchange.

4.02 The stock exchanges and/or markets comprising Recognised Exchanges will be drawn from  
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the following list which is set out in accordance with the requirements of the Central Bank. The Central Bank does not issue a list of approved stock exchanges or markets.

(i) any stock exchange which is:-

located in any Member State of the European Union; or

located in any Member State of the European Economic Area (EEA) (Norway, Iceland and Liechtenstein); or

located in any of the following countries:-

Australia

Canada

Japan

Hong Kong

New Zealand

Switzerland

United States of America

(ii) any of the following stock exchanges:-

Argentina	-	Bolsa de Comercio de Buenos Aires
Argentina	-	Bolsa de Comercio de Cordoba
Argentina	-	Bolsa de Comercio de Rosario
Bahrain	-	Bahrain Stock Exchange
Bangladesh	-	Dhaka Stock Exchange
Bangladesh	-	Chittagong Stock Exchange
Bermuda	-	Bermuda Stock Exchange
Bolivia	-	Bolsa Boliviana de Valores
Botswana	-	Botswana Stock Exchange
Brazil	-	Bolsa de Valores do Rio de Janeiro
Brazil	-	Bolsa de Valores de Sao Paulo
Chile	-	Bolsa de Comercio de Santiago
Chile	-	Bolsa Electronica de Chile
Chile	-	Bolsa de Valparaiso
Peoples' Rep. of China	-	Shanghai Securities Exchange
Peoples' Rep. of China	-	Shenzhen Stock Exchange
Colombia	-	Bolsa de Bogota
Colombia	-	Bolsa de Medellin
Colombia	-	Bolsa de Occidente
Croatia	-	Zagreb Stock Exchange
Ecuador	-	Guayaquil Stock Exchange

Ecuador	-	Quito Stock Exchange
Egypt	-	Alexandria Stock Exchange
Egypt	-	Cairo Stock Exchange
Ghana	-	Ghana Stock Exchange
India	-	Bangalore Stock Exchange
India	-	Delhi Stock Exchange
India	-	Mumbai Stock Exchange
India	-	National Stock Exchange of India
Indonesia	-	Jakarta Stock Exchange
Indonesia	-	Surabaya Stock Exchange
Israel	-	Tel-Aviv Stock Exchange
Ivory Coast	-	Bourse des Valeurs d'Abidjan
Jamaica	-	Jamaican Stock Exchange
Jordan	-	Amman Financial Market
Kazakhstan (Rep. Of) -	-	Central Asian Stock Exchange
Kazakhstan (Rep. Of) -	-	Kazakhstan Stock Exchange
Kenya	-	Nairobi Stock Exchange
Lebanon	-	Beirut Stock Exchange
Malaysia	-	Kuala Lumpur Stock Exchange
Mauritius	-	Stock Exchange of Mauritius
Mexico	-	Bolsa Mexicana de Valores
Mexico	-	Mercado Mexicano de Derivados
Morocco	-	Societe de la Bourse des Valeurs de
CasablancaNew Zealand	-	New Zealand Stock Exchange
Nigeria	-	Nigerian Stock Exchange
Pakistan	-	Islamabad Stock Exchange
Pakistan	-	Karachi Stock Exchange
Pakistan	-	Lahore Stock Exchange
Peru	-	Bolsa de Valores de Lima
Philippines	-	Philippine Stock Exchange
Russia	-	Moscow Stock Exchange
Russia	-	Russian Trading System
Russia	-	Moscow Interbank Currency Exchange
Singapore	-	Singapore Stock Exchange
South Africa	-	Johannesburg Stock Exchange
South Africa	-	South African Futures Exchange
South Africa	-	Bond Exchange of South Africa
South Korea	-	Korea Stock Exchange/KOSDAQ Market
Sri Lanka	-	Colombo Stock Exchange

Taiwan		
(Republic of China)	-	Taiwan Stock Exchange Corporation
Taiwan		
(Republic of China)	-	Gre Tai Securities Market
Taiwan		
(Republic of China)	-	Taiwan Futures Exchange
Thailand	-	Stock Exchange of Thailand
Thailand	-	Market for Alternative Investments
Thailand	-	Bond Electronic Exchange
Thailand	-	Thailand Futures Exchange
Tunisia	-	Bourse des Valeurs Mobilières de Tunis
Turkey	-	Istanbul Stock Exchange
Turkey	-	Turkish Derivatives Exchange
Ukraine	-	Ukrainian Stock Exchange
Uruguay	-	Bolsa de Valores de Montevideo
Uruguay	-	Bolsa Electronica de Valores del Uruguay SA
Venezuela	-	Caracas Stock Exchange
Venezuela	-	Maracaibo Stock Exchange
Venezuela	-	Venezuela Electronic Stock Exchange
Zimbabwe	-	Zimbabwe Stock Exchange
Zimbabwe	-	Zimbabwe Derivatives Exchange
Zambia	-	Lusaka Stock Exchange

(iii) any of the following markets:

MICEX (equity securities that are traded on level 1 or level 2 only);

RTS1 (equity securities that are traded on level 1 or level 2 only);

RTS2 (equity securities that are traded on level 1 or level 2 only);

the market organised by the International Securities Market Association;

the market conducted by the "listed money market institutions", as described in the Financial Services Authority publication "The Investment Business Interim Prudential Sourcebook" which replaces the "Grey Paper" as amended from time to time;

AIM - the Alternative Investment Market in the UK, regulated and operated by the London Stock Exchange;

The over-the-counter market in Japan regulated by the Securities Dealers Association of Japan.

NASDAQ in the United States;

The market in US government securities conducted by primary dealers regulated by the Federal Reserve Bank of New York;

The over-the-counter market in the United States regulated by the National Association of Securities Dealers Inc. (also described as the over-the-counter market in the United States conducted by primary and secondary dealers regulated by the Securities and Exchanges Commission and by the National Association of Securities Dealers (and by banking institutions regulated by the US Comptroller of the Currency, the Federal Reserve System or Federal Deposit Insurance Corporation);

The French market for Titres de Créances Négotiables (over-the-counter market in negotiable debt instruments);

NASDAQ Europe (is a recently formed market and the general level of liquidity may not compare favourably to that found on more established exchanges);

the over-the-counter market in Canadian Government Bonds, regulated by the Investment Dealers Association of Canada.

SESDAQ (the second tier of the Singapore Stock Exchange.)

- (iv) All derivatives exchanges on which permitted financial derivative instruments may be listed or traded:

in a Member State;

in a Member State in the European Economic Area (European Union Norway, Iceland Liechtenstein);

in the United States of America, on the

- Chicago Board of Trade;
- Chicago Board Options Exchange;
- Chicago Mercantile Exchange;
- Eurex US;
- New York Futures Exchange;
- New York Board of Trade;
- New York Mercantile Exchange;

in China, on the Shanghai Futures Exchange;



in Hong Kong, on the Hong Kong Futures Exchange;

in Japan, on the

- Osaka Securities Exchange;
- Tokyo International Financial Futures Exchange;
- Tokyo Stock Exchange;

in New Zealand, on the New Zealand Futures and Options Exchange;

in Singapore, on the

- Singapore International Monetary Exchange;
- Singapore Commodity Exchange.

4.03 Subject to authorisation by the Central Bank, each Sub-Fund may invest up to 100 per cent of its net assets in transferable securities and money market instruments issued or guaranteed by any Member State, its local authorities non-Member State or public international bodies of which one or more Member States are members, drawn from the following list:

OECD Member Country (provided the relevant issues are investment grade)

Government of Singapore

European Investment Bank

European Bank for Reconstruction & Development

International Finance Corporation

International Monetary Fund

Euratom

The Asian Development Bank

Council of Europe

Eurofima

African Development Bank

The World Bank

The International Bank for Reconstruction & Development

The Inter American Development Bank

European Union

European Central Bank

US Federal National Mortgage Association  
US Federal Home Loan Mortgage Corporation  
US Government National Mortgage Association  
US Student Loan Marketing Association  
US Federal Home Loan Bank  
US Federal Farm Credit Bank  
US Tennessee Valley Authority  
Straight A Funding LLC

provided that the Sub-Fund must hold securities from at least six different issues with securities from any one issue not exceeding 30 per cent. of the total assets of the relevant Sub-Fund.

4.04 The Manager, shall, in respect of and for the benefit of each Sub-Fund:-

- (i) have the power to employ techniques and instruments for the purposes of investment and efficient portfolio management; and
- (ii) have the power to employ techniques and instruments to provide protection against exchange rate risks at Sub-Fund or Class level. Any currency hedging instrument employed at Class level will be clearly attributable to a separate Class and over-hedged positions will not be permitted to exceed 105% of the Net Asset Value of the Class. Positions will be reviewed on a monthly basis and any positions materially in excess of 100 per cent. will not be carried forward month to month; and
- (iii) have the power to loan or transfer Investments or cash on terms which involve a re-transfer of equivalent Investments, comprised in the Assets of a Sub-Fund or documents of title or certificates evidencing title to such Investments to third parties (including connected persons of the Manager, Custodian, Administrator or Investment Manager) on such terms and conditions as it thinks fit and may permit any loaned Investments to be transferred into the name of and voted by the borrower and others and neither the Manager nor the Custodian shall be liable for the default of any borrower. The Custodian shall co-operate with the Manager and execute such transfers and proxies as are requested by the Manager to give effect to this sub-paragraph

in each instance, under the conditions and within the limits laid down by the Central Bank and the Regulations.

4.05 For the purpose of providing margin or collateral in respect of transactions in financial derivative instruments, the Custodian shall be entitled:-

- (a) to transfer, mortgage, charge or encumber any Investments or cash forming part of the relevant Sub-Fund;
- (b) to vest any such Investments of the relevant Sub-Fund in the relevant Recognised Exchange or market or counterparty or any company controlled by such Recognised Exchange or market or counterparty and used for the purpose of receiving margin and/or cover or in a nominee of the Custodian; and/or
- (c) to give or obtain the guarantee of a bank (and to provide any necessary counter-security therefor) and deposit such guarantee or cash, with a Recognised Exchange or market or counterparty or any company controlled by such Recognised Exchange or market or counterparty and used for the purpose of receiving margin and/or cover and PROVIDED THAT nothing in this Deed shall prevent the Custodian or the Manager or their respective Associates from providing guarantees (or counter-securities) for the purpose of providing margin upon their normal terms of business and so be entitled to retain for their own use (without liability to account therefor) any benefits, profits or advantages which they may derive therefrom PROVIDED FURTHER THAT such transactions are or will be on terms which are at least as favourable to the Fund or to the relevant Sub-Fund as those of any comparable arrangement effected on normal commercial terms negotiated at arm's length between two independent parties.

4.06 A Sub-Fund may, in accordance with the requirements of the Central Bank, replicate the composition of a stock or debt securities index which is recognised by the Central Bank.

4.07 A Sub-Fund may hold ancillary liquid assets.

5.00 **BORROWING POWERS**

Subject to any limits imposed by the Regulations and the limits laid down by the Central Bank, the Manager or Investment Manager may at any time, make and vary arrangements for the borrowing by the Manager for the account of any Sub-Fund for temporary purposes from bankers and others and may charge or instruct the Custodian to charge the Assets of any such Sub-Fund as security for the debts or obligations of any such Sub-Fund. The Manager or Investment Manager may make and vary arrangements for the account of any Sub-Fund to acquire foreign currency by means of a back-to-back loan and such back-to-back loan shall not count as borrowing for the purposes of this Clause. Any agreements in relation to borrowings (with the exception of granting security) shall be entered into by the Manager.

**6.00 DEALINGS BY MANAGER, CUSTODIAN, ADMINISTRATOR AND INVESTMENT MANAGERS**

- 6.01 There is no prohibition on dealings in the Assets of any Sub-Fund by the Manager, the Custodian, the Administrator, any distributor, Unitholder or any Investment Manager or Associates of the Manager, the Custodian, the Administrator, any distributor, Unitholder or any Investment Manager or their respective officers, directors or executives, provided that the transaction is consistent with the best interests of Unitholders and is carried out as if effected on normal commercial terms negotiated at arms length and:
- (a) a certified valuation of such transaction by a person appointed by the Manager and approved by the Custodian (or in the case of any such transaction entered into by the Custodian, the Manager) as independent and competent has been obtained; or
  - (b) such transaction has been executed on best terms reasonably obtainable on an organised investment exchange under its rules; or
  - (c) where (a) and (b) are not reasonably practicable, such transaction has been executed on terms which the Custodian is (or in the case of any such transaction entered into by the Custodian, the Manager is) satisfied conform with the principle that such transactions be carried out as if effected on normal commercial terms negotiated at arm's length and is consistent with the best interests of Unitholders.
- 6.02 Subject to Clause 6.01 and the requirements of the Central Bank, the Manager, any Investment Manager or any Associate of the Manager or any Investment Manager may purchase and sell Investments for the account of each Sub-Fund or otherwise effect a transaction for the account of a Sub-Fund including in circumstances in which any of them has a material interest and shall be entitled to charge to the Sub-Fund commissions and/or fees on such transactions and to accept payment of and to retain for its own absolute use and benefit all commissions and/or income or fees which it may derive from or in connection with any such purchase or sale and shall not be under any liability to account to the Fund in respect thereof.
- 6.03 The Manager shall (without incurring any liability for failing so to do) endeavour to procure that no person who is a director of the Manager or engaged in the management of the Manager or any subsidiary or holding company or subsidiary of a holding company of the Manager shall carry out transactions for himself or make a profit for himself from transactions in any assets of the Sub-Fund.
- 6.04 The Investment Manager may in the course of its business, have potential conflicts with the

Fund in circumstances other than referred to above. The Investment Manager will however have regard in such event to its obligations under the Investment Management Agreement, in particular to its obligations to act in the best interests of the Fund so far as practicable, having regard to its obligations to other clients when undertaking any investments where conflicts of interest arise and will ensure that such conflicts are resolved fairly as between the Manager, the relevant Sub-Fund and other clients.

**7.00 THE REGISTER**

7.01 The Register in respect of the Fund will list the Unitholders who have been issued with Units in registered form in the Fund or any Class. The inscription of the Unitholder's name in the Register evidences its right of ownership to such registered Units.

7.02 All Units which have been issued shall be represented by entry in the Register.

7.03 The Register shall be kept by or under the control of the Manager (or its delegate) at its registered office (or at the registered office of its delegate) or at such other place as the Manager may think fit. The Manager shall (or shall procure that its delegate shall):-

- (a) maintain the Register;
- (b) supply on request any information or explanation that the Central Bank might require in relation to the Register and the conduct thereof; and
- (c) give the Central Bank and its representatives access at all times, on the giving of reasonable notice, to the Register and to all subsidiary documents and records;

provided that if the Register is kept with the assistance of magnetic tape or other electronic recording, the output from such tape or other recording kept in Ireland and not the recording itself shall constitute the Register.

7.04 The Register shall contain:-

- (a) the names and addresses or registered offices of the Unitholders to whom Units have been issued;
- (b) the number of Units held by every such Unitholder together with the Registration Number of such Unitholder issued in respect thereof;
- (c) the date on which the name of every such Unitholder was entered in respect of the Units standing in his name and the date of cessation of ownership; and
- (d) the name of the Class to which the Units have been issued, where applicable.

**7.05** Where two or more persons are registered as the holders of any Units they shall be deemed to hold the same as joint tenants, subject to the following:-

- (a) the joint holders of any Units shall be liable, severally, as well as jointly, in respect of all payments which ought to be made in respect of such Units;
- (b) any one of such joint holders of Units may give effectual receipts for any Gross Income Payment or return of capital payable to such joint holders;
- (c) only the first-named of the joint holders of a Unit shall be entitled to delivery of the confirmation of entry on the Register relating to such Unit. Any confirmation of entry on the Register 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;
- (d) the instruction or approval or consent as the case may be of the first-named of joint holders shall be accepted to the exclusion of the instruction or approval or consent of the other joint holders; and
- (e) for the purpose of the provisions of this Deed, the first-named shall be determined by the order in which the names of the joint holders stand in the Register.

**7.06** The Register shall be conclusive evidence as to the persons respectively entitled to the Units entered therein and no notice, whether actual or constructive, of any trust, express, implied or constructive, shall be binding on the Manager.

**7.07** Any change of name, address or other information on the part of any Unitholder entered in the Register shall forthwith be notified in writing to the Manager or its delegate which, on being satisfied thereof and on compliance with all such formalities as it may require, shall alter the Register or cause it to be altered accordingly.

**7.08** Each of the Custodian and the Manager and their delegates shall recognise a Unitholder entered in the Register as the absolute owner of the Units in respect of which he is so registered and shall not be bound by any notice, whether actual or constructive, to the contrary nor be bound to take notice of or to see to the execution of any trust, express, implied or constructive, and all persons may act accordingly and neither the Custodian nor the Manager or their delegates shall, save as herein otherwise provided or ordered by a court of competent jurisdiction or by statute required be bound to recognise (even when having notice thereof) any trust or equity affecting the ownership of such Units or the rights incident thereto. The dispatch to a Unitholder of any monies payable in respect of the Units held by him shall be a good discharge to the Custodian and the Manager.

**8.00 CERTIFICATES**

No certificates of ownership shall be issued.

**9.00 DETERMINATION OF NET ASSET VALUE**

9.01 The Manager or its delegate shall as at the relevant Valuation Point determine the Net Asset Value of the Fund, the Net Asset Value of each Sub-Fund and each Class and the Net Asset Value per Unit in accordance with the following provisions.

9.02 The Net Asset Value of a Sub-Fund shall be expressed in the Base Currency and shall be determined as at the relevant Valuation Point by ascertaining on such Dealing Day the value of the assets of that Sub-Fund calculated in accordance with Clause 10.01, and deducting from such amount the liabilities of that Sub-Fund calculated in accordance with Clause 10.02 and rounding the resultant total to such number of decimal places as the Manager may determine. The Net Asset Value attributable to a Class shall be determined as at the relevant Valuation Point by calculating that portion of the Net Asset Value of the relevant Sub-Fund attributable to the relevant Class as at the relevant Valuation Point by reference to the number of Units in issue or deemed to be in issue in each Class on the relevant Dealing Day subject to adjustment to take account of Assets, liabilities, income and expenditure attributable to each Class. The Net Asset Value per Unit shall be expressed in the Base Currency and shall be determined as at the relevant Valuation Point by dividing the Net Asset Value of the relevant Sub-Fund or attributable to a Class by the number of Units in issue in the relevant Sub-Fund or Class as at the relevant Valuation Point and rounding the resultant total to such number of decimal places as the Manager may determine.

9.03 The Manager may at any time and without prior notice temporarily suspend the calculation of the Net Asset Value of each or any Sub-Fund or the Net Asset Value per Unit and the issue and redemption or switching of Units when:-

- (a) a market which is the basis for the valuation of a meaningful part of the Assets of the relevant Sub-Fund is closed (except for the purposes of a public holiday or a bank holiday), or when trading on such a market is limited or suspended;
- (b) a political, economic, military, monetary or other emergency beyond the control, responsibility and power of the Manager makes the disposal or valuation of a meaningful portion of the Assets of the relevant Sub-Fund not reasonably practicable under normal conditions or such disposal would be seriously detrimental to the interests of the Unitholders or if in the opinion of the Directors, the Net Asset Value of the Sub-Fund cannot be fairly calculated;

- (c) any breakdown in the means of communication normally employed in determining the price of a meaningful portion of the investments of the relevant Sub-Fund or when for any other reason the current prices on any Regulated Market of any of the investments of the relevant Sub-Fund cannot be promptly and accurately ascertained; or
- (d) the relevant Sub-Fund is unable to transfer funds in connection with the realisation or acquisition of Investments cannot in the opinion of the Manager be effected at normal rates of exchange;
- (e) any period when the Fund is unable to repatriate funds required for the purpose of making payments due on the redemption of units in the relevant Sub-Fund;
- (f) any period when proceeds of any redemption or repurchase of Units cannot be transmitted to or from the account of the relevant Sub-Fund; or
- (g) upon mutual agreement between the Manager and the Custodian for the purpose of terminating the Fund or terminating any Sub-Fund;
- (h) any other reason makes it impracticable to determine the value of a meaningful portion of the assets of the Fund or any Sub-Fund; or
- (i) for any other reason where the Manager considers it is in the best interests of the Unitholders of the relevant Sub-Fund.

9.04 Any such suspension pursuant to Clause 9.03 shall be notified as soon as reasonably practicable to the Unitholders requesting issue or redemption of Units and applicants for Units in such manner as the Manager may deem appropriate promptly following receipt of an application for such issue or filing of the written request for such redemption. Where possible, all reasonable steps will be taken to bring any period of suspension to an end as soon as possible. In the case of suspension of dealings in Units, any subscription requests or redemption requests or exchange requests will be dealt with on the next Dealing Day following the end of such suspension period at the Net Asset Value per Unit.

9.05 Any such suspension of issue and redemption shall be notified to the Central Bank and where applicable, the Irish Stock Exchange on the same Business Day on which such suspension shall have been declared and shall be notified to such other competent authorities in any country in which the Units are marketed without delay.



- 9.06 Such suspension with respect to a specific Sub-Fund shall have no effect on the calculation of the Net Asset Value per Unit or the issue, redemption and exchange of the Units of any other Sub-Fund.

**10.00 VALUATION OF ASSETS**

- 10.01 The value of the assets of each Sub-Fund shall be determined as follows:-

- (i) any Investment listed and/or regularly traded on a Recognised Exchange and for which market quotations are readily available, save as hereinafter provided, shall be valued by reference to the last traded price as at the Valuation Point, provided that the value of any Investment listed or traded on a Recognised Exchange but acquired or traded at a premium or at a discount outside or off the relevant Recognised Exchange may with the approval of the Custodian be valued taking into account the level of premium or discount as at the Valuation Point provided that the Custodian must ensure that the adoption of such a procedure is justifiable in the context of establishing the probable realisation value of the Investment.
- (ii) If an Investment is listed on several Recognised Exchanges, the last traded price as at the Valuation Point on the Recognised Exchange which, in the opinion of the Manager, constitutes the main market for such Assets will be used;
- (iii) Investments which are not listed or traded on a Recognised Exchange or which are listed or traded on a Recognised Exchange but in respect of which no price is currently available or in respect of which the current price does not in the opinion of the Manager represent fair market value in the context of currency, marketability, dealing costs and/or such other considerations as are deemed relevant, shall be valued at their probable realisation value estimated with care in good faith by (i) the Manager or (ii) a competent person firm or corporation appointed by the Manager and in each case approved for the purpose by the Custodian or (iii) any other means provided that the value is approved by the Custodian. In determining the probable realisation value of any such Investment, the Manager may accept a certified valuation from a competent independent person, or in the absence of any independent person, (notwithstanding that the Investment Manager has an interest in the valuation), the Investment Manager, who in each case shall be approved by the Custodian to value the relevant securities. Where reliable market quotations are not available for fixed income securities, the value of such securities may be determined by reference to the valuation of other securities which are comparable in rating, yield, due date and other characteristics. The matrix methodology will be compiled by the Manager or a competent person, firm or corporation appointed by the Manager and in

each case approved for the purpose by the Custodian or any other means provided that the value is approved by the Custodian;

- (iv) exchange traded derivative instruments (including swaps, options and futures) dealt in on a Recognised Exchange shall be valued at the settlement price for such instruments on such market. In circumstances where the settlement price is not available the value shall be the probable realisation value estimated with care and in good faith by (i) the Manager or (ii) a competent person, firm or corporation appointed by the Manager and approved for the purpose by the Custodian or (iii) any other means provided that the value is approved by the Custodian.
- (v) Forward foreign exchange contracts shall be valued by reference to the prevailing market maker quotations, namely, the price as at the Valuation Point at which a new forward exchange contract of the same size and maturity could be undertaken, or if unavailable, at the settlement price provided by the counterparty. The settlement price shall be valued at least daily by the counterparty and shall be verified at least weekly by a party who is independent from the counterparty and approved for such purpose by the Custodian.
- (vi) The value of any over the counter derivative contracts shall be the quotation from the counterparty to such contracts at the Valuation Point and shall be valued daily. The valuation will be approved or verified weekly by a party independent of the counterparty who has been approved, for such purpose, by the Custodian. Alternatively, the value of any over-the-counter derivative contract may be the quotation from an independent pricing vendor or that calculated by the Manager itself and shall be valued daily. Where an alternative valuation is used by the Manager, the Manager will follow international best practice and adhere to specific principles on such valuation by bodies such as IOSCO and AIMA. Any such alternative valuation not provided by the Manager must be provided by a competent person appointed by the Manager and approved for the purpose by the Custodian; or a valuation by any other means provided that such value is approved by the Custodian. Any such alternative valuation must be reconciled to the counterparty valuation on a monthly basis. Where significant differences arise they must be promptly investigated and explained.
- (vii) units in collective investment schemes not valued pursuant to paragraph (i) above shall be valued by reference to the latest available net asset value of the units of the relevant collective investment scheme at the Valuation Point for the relevant Dealing Day as published by the collective investment scheme;

(viii) Assets denominated in a currency other than in the Base Currency of the relevant Sub-Fund (whether of any investment or cash) and any non-rate currency borrowing shall be converted into that Base Currency at the rate (whether official or otherwise) which the Manager or such competent person appointed by the Manager deems appropriate in the circumstances;

(ix) the value of any cash in hand or on deposit, pre-paid expenses, cash dividends and interest declared or accrued and not yet received or tax reclaims filed and not yet received as at a Valuation Point shall be deemed to be the face value thereof unless in any case the Manager is of the opinion that the same is unlikely to be paid or received in full in which case the value thereof shall be arrived at after making such discount as the Manager or its delegate with the approval of the Custodian may consider appropriate in such case to reflect the true value thereof as at the Valuation Point. Certificates of deposits, treasury bills, bank acceptances, trade bills and other negotiable investments shall be valued at each Valuation Point at the last traded price on the market in which these Investments are traded or admitted for trading (being the market which is the sole market or in the opinion of the Manager, the principal market on which the Investments in question are quoted or dealt in) plus any interest accrued thereon from the date on which same were acquired.

(x) In the case of a Sub-Fund which is a money market fund, the Manager or its delegate may value any investment through the use of amortised cost. The amortised cost method of valuation may only be used in relation to Sub-Funds which comply with the Central Bank's requirements for money market funds and where a review of the amortised cost valuation vis-à-vis market valuation will be carried out in accordance with the Central Bank's guidelines.

Money market instruments in a non-money market Sub-Fund may be valued by the Manager or its delegate at their amortised cost, in accordance with the Central Bank's requirements.

(xi) The Manager may, with the approval of the Custodian, adjust the value of any Investment if, having regard to its currency, marketability, applicable interest rates, anticipated rates of dividend, maturity, liquidity and/or any other relevant considerations as the Manager in consultation with the Investment Manager may deem relevant, it considers that such adjustment is required to reflect the fair value thereof.

(xii) If in any case a particular value is not ascertainable as provided in Clause 10.01 (i) to

(x) or if the Manager shall consider that some other method of valuation better reflects the fair value of the relevant Investment, then in such case the method of valuation of the relevant Investment shall be such as the Manager or other competent person appointed by the Manager shall determine, such method of valuation to be approved by the Custodian.

10.02 In calculating the value of the Assets of a Sub-Fund or attributable to a Class, the following principles shall apply:-

- (i) the Assets shall be valued in accordance with Clause 10.01 and in determining the value of Assets of a Sub-Fund for the purpose of calculating the price at which Units may be issued or redeemed (a) where on any Dealing Day the value of (i) all redemption requests received by the Manager or its delegate exceeds the value of all applications for Units received for that Dealing Day, the Manager may value the Assets at the bid price and (ii) all applications for Units received by the Manager or its delegate exceeds the value of all redemption requests received for that Dealing Day, the Manager may value the Assets at the offer price. The valuation policy selected by the Manager shall be applied consistently with respect to the Fund and, as appropriate, individual Sub-Funds and there shall be consistency in the policies adopted throughout the various categories of assets;
- (ii) every Unit agreed to be issued by the Manager shall be deemed to be in issue at the Valuation Point and the Assets of the relevant Sub-Fund shall be deemed to include not only cash and property in the hands of the Custodian but also the amount of any cash or other property to be received in respect of Units agreed to be issued;
- (iii) where Investments have been agreed to be purchased or sold but such purchase or sale has not been completed, such Investments shall be included or excluded and the gross purchase or net sale consideration excluded or included as the case may require as if such purchase or sale had been duly completed unless the Manager has reason to believe the purchase or sale will not be completed;
- (iv) there shall be added to the Assets of the relevant Sub-Fund
  - (a) any actual or estimated amount of any taxation of a capital nature which it is believed may be recoverable by the Manager which is attributable to that Sub-Fund;
  - (b) a sum representing any interest or other income accrued but not received; and
  - (c) the total amount (whether actual or estimated by the Manager on the basis of

advice received) of any claims for repayment of any taxation levied on income or capital gains including claims in respect of double taxation relief;

- (v) There shall be deducted from the Assets of the relevant Sub-Fund all liabilities of the Sub-Fund which shall be deemed to include:-
- (a) the total amount of any actual or estimated liabilities properly payable out of the Sub-Fund including any outstanding borrowings of the Sub-Fund and all accrued interest, fees and expenses payable thereon (but excluding liabilities taken into account in determining the value of the Assets of the Sub-Fund) and any estimated liability for tax on unrealised capital gains;
  - (b) such sum in respect of tax (if any) on Gross Income or net capital gains realised during the current Accounting Period prior to the valuation being made as in the estimate of the Manager will become payable;
  - (c) the remuneration of the Manager accrued but remaining unpaid together with value added tax thereon and Administration Expenses;
  - (d) the total amount (whether actual or estimated by the Manager) of any liabilities for taxation leviable on income including income tax and corporation tax, if any (but not taxes leviable on capital or on realised or unrealised capital gains);
  - (e) the total amount of any actual or estimated liabilities for withholding tax (if any) payable on any of the Investments of the Sub-Fund in respect of the current Accounting Period;
  - (f) the remuneration of the Custodian accrued but remaining unpaid, together with value added tax thereon, if any, Disbursements and the expenses referred to in Clause 3.15;
  - (g) the amount (if any) of any Gross Income Payment declared by the Manager pursuant to Clause 14 but not paid in respect thereof; and
  - (h) the total amount (whether actual or estimated by the Manager) of any other liabilities properly payable out of the Assets of the Sub-Fund.

10.03 Without prejudice to Clause 16.01 the Manager may delegate any of its powers, authorities and discretions in relation to the determination of the value of any Investment to a committee of the Directors or to any other duly authorised person and may delegate the calculation of Net Asset Value in accordance with the requirements of the UCITS Notices.

In the absence of negligence, fraud, bad faith or wilful default or failure in a material respect to comply with its obligations as set out in this Deed or in the Regulations, every decision taken by the Manager or any committee of the Directors or any duly authorised person on behalf of the Sub-Fund in determining the value of any Investment or calculating the Net Asset Value shall be final and binding on any present, past or future Unitholders.

**11.00 TRANSFER OF UNITS**

- 11.01 The transfer of Units in a Sub-Fund is not permitted and the Administrator will not accept any transfer instructions received from a Unitholder or an investor.

**12.00 REDEMPTION AND CANCELLATION OF UNITS/COMPULSORY EXCHANGE OF UNITS**

- 12.01 The Manager shall at any time during the term of a Sub-Fund on receipt by it or by its duly authorised agent of a request from a Unitholder redeem on any Dealing Day all or any part of his holding of Units in the relevant Sub-Fund or Class at the Net Asset Value per Unit of that Sub-Fund or Class (less Duties and Charges necessary to account for the actual sale price of the underlying investments which will be deducted from the redemption proceeds). The Manager may, at its discretion and subject to Clause 12.09 impose a minimum redemption amount in relation to any particular Sub-Fund.
- 12.02 Unless otherwise determined by the Manager, all requests to redeem under Clause 12.01 must be received by the Manager or its authorised agent at such place, by such time and in such manner as may be determined by the Manager and specified in the then current Prospectus issued in respect of the Fund. Any request received after the time aforesaid shall be deemed to have been made in respect of the Dealing Day next following the relevant Dealing Day provided that the Manager or its authorised agent in consultation with the Investment Manager shall have discretion to accept any request for redemption received after such time but prior to the relevant Valuation Point and the Manager will exercise this discretion in exceptional circumstances only. The Manager may, in consultation with the Investment Manager, subject to the prior approval of the Custodian, and with advance notice to Unitholders, agree to designate additional Dealing Days and Valuation Points for the redemption of Units relating to any Fund. The Manager or its authorised agent will not accept incomplete redemption requests.
- 12.03 Following redemption of Units, an amount equal to the Net Asset Value per Unit of the relevant Class as at the relevant Valuation Point (less Duties and Charges necessary to account for the actual sale price of the underlying investments which will be deducted from the redemption proceeds), shall be payable out of the Assets of the relevant Sub-Fund and shall be paid to the registered Unitholder at the Unitholder's risk and expense in the Base

Currency to the Unitholder (or the currency of denomination of the Class at the discretion of the Manager), within such time period after the relevant Dealing Day (after receipt of the redemption request and any other relevant redemption documentation by the Manager or its authorised agent) and in such manner as disclosed in the Prospectus, which period shall not exceed 14 calendar days (10 Business Days) from the dealing deadline to the settlement date. No redemption payment shall be made to a Unitholder until the original subscription agreement has been received from the Unitholder and all documentation required by the Manager (including any documents in connection with anti-money laundering procedures) and the anti-money laundering procedures have been completed. The Custodian may but shall not be obliged to check the calculation of the amount payable to the Unitholder and shall be entitled if it so desires to require the Manager to justify the same. Any changes to a Unitholder's payment details or payment instructions will only be made on receipt of an original instruction.

- 12.04 The Manager may but shall not be obliged to, estimate the value of cash dividends and interest declared or accrued and not yet received by the relevant Sub-Fund as at the relevant Valuation Point, which amount the Manager shall be entitled to retain pending actual receipt and reconciliation of such cash dividends and interest. Upon actual receipt and reconciliation of such cash dividends and interest, the Manager will calculate the Unitholder's actual entitlement to such cash dividends and interest as of the Valuation Point applicable to the redemption and make a payment to the Unitholder taking into account the foreign exchange rate applied to such cash dividend or interest when it is received and after deducting any relevant fees, costs, charges and expenses payable by the Unitholder in relation to such cash dividends and interest.
- 12.05 A Redemption Charge of up to 3% of the redemption proceeds of the Units may be charged by the Manager for payment to the Manager or as it may direct. Details of such charge, if any, will be set out in the relevant Supplement.
- 12.06 The Manager may deduct from the redemption proceeds when there are net redemptions an anti-dilution levy which the Investment Manager considers represents an appropriate figure to cover dealing costs, stamp duties, market impact and to preserve the value of the underlying assets of the relevant Sub-Fund. Any such levy shall be retained for the benefit of the relevant Sub-Fund and the Manager reserves the right to waive such levy at any time.
- 12.07 The Manager or its delegate shall on redemption of Units where appropriate remove the name of the Unitholder from the Register in respect of such Units and such Units shall be treated for any purposes of this Deed as cancelled and withdrawn.

- 12.08 Subject as hereinafter provided, a Unitholder shall not, without the consent of the Manager, be entitled to withdraw a request for redemption duly given in accordance with this Clause.
- 12.09 If the number of Units in a Sub-Fund to be redeemed on any Dealing Day is equal to 10% or more of the total Net Asset Value of Units of the Sub-Fund in issue or deemed to be in issue on such Dealing Day, then the Manager may in its discretion refuse to redeem any Units in that Sub-Fund in excess of 10% of the total Net Asset Value of Units in issue or deemed to be in issue in that Sub-Fund as aforesaid and, if the Manager so refuses, the requests for redemption of Units in that Sub-Fund on such Dealing Day shall be reduced rateably and the Units in that Sub-Fund to which each request relates which are not redeemed by reason of such refusal shall be treated as if a request for redemption had been made in respect of each subsequent Dealing Day until all the Units in that Sub-Fund to which the original request related have been redeemed. Requests for redemption which have been carried forward from an earlier Dealing Day shall (subject always to the foregoing limits) be complied with in priority to later requests.
- 12.10 The Manager may at its discretion with the consent of the redeeming Unitholder or at the request of the Unitholder satisfy any request for redemption of Units by the transfer to the Unitholder of Assets of the Sub-Fund in specie in satisfaction or part satisfaction of their redemption requests provided that no such transfer shall cause any material prejudice to the interests of the remaining Unitholders. In addition, where a redemption request received from a Unitholder would result in Units representing more than five per cent of the Net Asset Value of any Sub-Fund being redeemed by the Manager on any Dealing Day, the Manager may at its discretion satisfy the redemption request by a distribution of Assets of the relevant Sub-Fund in specie provided that such a distribution would not be prejudicial to the interests of the remaining Unitholders of that Sub-Fund. Where the Unitholder requesting such redemption receives notice of the Manager's intention to elect to satisfy the redemption request by such a transfer of assets, that Unitholder may require the Manager instead of transferring those Assets to arrange for the sale of the Assets and for payment to the Unitholder of the net proceeds of same. The Manager shall transfer to each relevant Unitholder that proportion of the Assets of the Sub-Fund which is then equivalent in value to the Unitholding of the Unitholders then requesting redemption of their Units, the nature and type of the Asset to be transferred being determined by the Investment Manager and the Manager at their sole discretion, and for the foregoing purposes the value of the Assets shall be determined on the same basis as used in calculating the Net Asset Value of the Units being so redeemed. Allocation of Assets is subject to the approval of the Custodian.
- 12.11 The right of any Unitholder to request the redemption of Units of any Sub-Fund shall be temporarily suspended during any period when the calculation of the Net Asset Value of the relevant Sub-Fund or Class is suspended by the Manager in the circumstances set out in



Clause 9.03. During any such period of suspension a Unitholder may withdraw any request for redemption of his Units. Any withdrawal of a request for redemption under the provisions of this Clause shall be made in writing and shall only be effective if actually received by the Manager or its duly authorised agent before termination of the suspension. If the request is not withdrawn during the period of suspension the redemption of Units shall be effected on the Dealing Day next following the end of the suspension subject as provided herein.

- 12.12 Each Unitholder must maintain the Minimum Holding or such other holding as may be determined by the Manager. The Manager may, at its sole discretion, redeem any holding which is less than the Minimum Holding. In such circumstances the Manager will give thirty (30) days prior written notice to Unitholders whose Units are being redeemed to allow them to purchase sufficient additional Units of the Sub-Fund so as to avoid such redemption, resulting in a holding which is less than the Minimum Holding.
- 12.13 The Manager may decline to effect a redemption request which would have the effect of reducing the value of any holding of Units relating to any Sub-Fund below the Minimum Holding for that class of Units of that Sub-Fund. Any such redemption request may be treated by the Manager as a request to redeem the Unitholder's entire holding of that class of Units.
- 12.14 If the Fund, any Sub-Fund or any Unitholder becomes liable to account for tax in any jurisdiction as a result of a Unitholder or beneficial owner of a Unit having received a payment of Gross Income in respect of its existing Units or in respect of Units which were redeemed, or are in any way deemed to have so received a payment of Gross Income with respect to any such Units, (a "Chargeable Event"), the Manager shall be entitled to deduct from any Gross Income Payment arising on a Chargeable Event an amount equal to the appropriate tax and any interest or penalties thereon and/or appropriate, cancel or compulsorily repurchase such number of Units held by the Unitholder or beneficial owner as are required to discharge such liability. The relevant Unitholder shall indemnify and keep the Manager on behalf of the Fund or the relevant Sub-Fund indemnified against loss arising to the Fund or Sub-Fund by reason of the Fund or any Sub-Fund becoming liable to account for tax in any jurisdiction on the happening of a Chargeable Event if no such deduction, appropriation, cancellation or compulsory redemption has been made.
- 12.15 The Manager shall ensure that an appropriate level of liquidity is maintained so that redemption of Units in each Class within each Sub-Fund may, under normal circumstances, be made promptly upon request by Unitholders.
- 12.16 If a Unitholder's withholding rate or tax reclaim rate diverges from the other Unitholders in a Class of Units due to changes in taxation treaties or domestic exemptions affecting that Unitholder, the Manager may at its discretion exchange that Unitholder's Units for Units in a

separate Class of the same Sub-Fund.

**13.00 EXCHANGE OF UNITS**

**13.01** The following provisions shall have effect in relation to the exchange of Units from one Sub-Fund to another Sub-Fund:-

- (a) Subject to the Units being in issue and being offered for sale and provided that the issue and redemption of Units has not been suspended in accordance with Clause 9.03, a holder of Units in one or more Sub-Funds or Classes ("the Original Units") may by notice to the Manager or its authorised agent request the Manager or its authorised agent to exchange some or all of such Original Units into Units in one or more other Sub-Funds or Classes (the "New Units") (such classes being in the same Sub-Fund or in a separate Sub-Fund). Such notice shall be effective only if accompanied by an application by the Unitholder in such form as the Manager may from time to time prescribe and shall be given by such time and in such minimum amounts as the Manager shall determine provided that the Manager or its authorised agent in consultation with the Investment Manager shall have discretion to accept any request for switching received after such time but prior to the relevant Valuation Point and the Manager or its authorised agent in consultation with the Investment Manager will exercise this discretion in exceptional circumstances only. The exchange is also subject to all the criteria for applying for New Units having been met including being entitled to the same tax treatment/benefits under taxation treaties as the other holders of the New Units. The number of New Units to be issued will be calculated in accordance with the formula set out in the Prospectus. The Manager may, in consultation with the Investment Manager, nominate an additional Dealing Day to facilitate applications for exchange of Units which will be notified in advance to Unitholders.
- (b) On the Dealing Day next following the receipt of the exchange notice or on such earlier day as the Manager in its absolute discretion may determine and notify to Unitholders in advance, the Original Units shall be redeemed and the New Units shall be issued. The Original Units shall be redeemed at the price specified in Clause 12.01 and the number of New Units shall be equal to the number of Units in the relevant Sub-Fund or Sub-Funds that would be issued on that Dealing Day if the proceeds of redemption of the Original Units were invested in that Sub-Fund or Sub-Funds pursuant to Clause 3.00.
- (c) When requesting the exchange of Units as an initial investment in a Sub-Fund, Unitholders should ensure that the value of the Units exchanged is equal to or

exceeds the minimum initial investment amount for the relevant New Units specified in the Supplement for the relevant Sub-Fund. In the case of an exchange of a partial holding only, the value of the remaining holding must also be at least equal to the Minimum Holding for the Original Units.

- (d) In respect of any such exchange, unless otherwise specified in the relevant Supplements, no fee shall be payable by the Unitholder to the Manager for any such exchange. The Manager may deduct a charge on an exchange of Units which the Investment Manager considers represents an appropriate figure to cover dealing costs, stamp duties, market impact and to preserve the value of the underlying assets of the Sub-Fund when there are overall net subscriptions and redemptions. Any such charge will be retained for the benefit of the relevant Sub-Fund and the Manager reserves the right to waive such charge at any time. The Unitholder shall also reimburse to the Manager or its authorized agent (in manner aforesaid) any fiscal, sale and purchase charges arising out of such exchange.
- (e) Upon any such exchange the Manager shall procure that the Register is amended accordingly.
- (f) The Manager may, at its discretion, impose restrictions on Unitholder's ability to exchange between Sub-Funds and between Classes of Units within and between Sub-Funds and such restrictions shall be disclosed in the Prospectus.
- (g) A Unitholder requesting an exchange shall not without the written consent of the Manager be entitled to withdraw a exchange notice duly made in accordance with this Clause except in circumstances in which he would be entitled to withdraw a request for redemption of Units.

#### **14.00 ENTITLEMENT TO GROSS INCOME PAYMENTS**

- 14.01 The Manager may, if it thinks fit, pay the Gross Income of a Class of Units within a Sub-Fund (calculated in accordance with this Clause 14.01) to Unitholders of that Class who are registered in the Register of Unitholders as of the Gross Income Date *pro rata* on at least a yearly basis. However, no resolution to make a payment or any payment will be made during the first four (4) calendar months following the Accounting Date. Unitholders participate and share in the property of the relevant Sub-Fund, including income arising thereon and profits arising therefrom as such income and profits arise, as co-owners and accordingly, the Unitholders are absolutely entitled to the income of the Sub-Fund as it arises. The amount (if any) available to Unitholders of a Sub-Fund, whether or not reinvested, in respect of any Gross Income Period shall be a sum equal to the Gross Income received by the Fund in respect of the relevant Sub-Fund which will set out each Unitholder's entitlement to any equity

dividends, interest income or other income received by the Fund on behalf of the Sub-Fund during the Gross Income Period. This analysis will include for each item of income the identity of the underlying security and the payor of the income, the amount of withholding tax withheld, the character of the income (e.g. dividend or interest) and the source of the income (i.e. the country of the payor) during the Gross Income Period, provided in each case that Gross Income may only be paid out of funds available for the purpose which will be lawfully paid and that they may be adjusted as the Manager deems appropriate as follows:

- (a) addition or deduction of a sum by way of adjustment to allow for the effect of sales or purchases cum or ex dividend;
- (b) addition of a sum representing any interest or dividends or other income accrued but not received by the Manager at the end of the Gross Income Period and deduction of a sum representing (to the extent that an adjustment by way of addition has been made in respect of any previous Gross Income Period) interest or dividends or other income accrued at the end of the previous Gross Income Period;
- (c) addition of the amount (if any) available for payment in respect of the last preceding Gross Income Period but not distributed in respect thereof;
- (d) addition of a sum representing the estimated or actual repayment of tax resulting from any claims in respect of income tax relief or double taxation relief or otherwise applicable to the Unitholders participating in the relevant Class of Units;
- (e) deduction of the amount of any tax or other estimated or actual liability properly payable out of the Gross Income of the relevant Class of Units of the Sub-Fund;
- (f) deduction of a sum representing participation in income paid upon the cancellation of Units during the Gross Income Period; and
- (g) deduction of such amount as the Manager or its delegate may certify necessary in respect of any expenses, remunerations or other payments (including the fees and expenses payable to the Manager, the Custodian, the Administrator, the Investment Manager, Administration Expenses and Disbursements) accrued during the Gross Income Period and properly payable out of the income or capital of the Sub-Fund.

In the absence of negligence, fraud, bad faith or wilful default, the Manager shall not be responsible for any error in any estimates of tax repayments or double taxation relief expected to be obtained or of any sums payable by way of taxation or receivable as income. However if the same shall not prove in all respects correct the Manager shall ensure that an appropriate provision is made for the relevant amounts in the Gross Income Period in which a

further or final settlement or determination is made of such tax repayment or relief or amount payable or receivable. No adjustment shall be made to any payment of Gross Income previously made. The Manager shall calculate the amount of Gross Income payable to each Unitholder in respect of Gross Income derived from "manufactured" dividends paid by borrowers of a Sub-Fund's securities, which are the subject of a securities lending transaction, on the same basis as if such Gross Income has been derived from dividends paid by the issuer of the relevant securities as if such securities had not been on loan at the time of payment of such dividend.

- 14.02 Subject to Clause 14.01, the amount, if any, to be distributed in respect of each Gross Income Period shall be determined by the Manager (subject as hereinafter provided).
- 14.03 Subject to Clause 14.01, such Gross Income Payments shall be made at such time as the Manager may determine to the persons who were registered in the Register as Unitholders as of the Gross Income Date (so that, subject to Clauses 14.06, 14.07 and 14.08, the same amount shall be distributed in respect of every Unit of the same Class which was in issue as of the Gross Income Date and which has not been cancelled).
- 14.04 The Manager is entitled to be reimbursed for its reasonable and legitimate expenses and disbursements out of the income payments attributed to unitholders.
- 14.05 The Manager shall ensure that the relevant Sub-Fund includes or, upon the completion of the sale of the Investments agreed to be sold, will include cash at least sufficient to pay any Gross Income determined by the Manager pursuant to Clause 14.02 to be made to persons registered as Unitholders on the Gross Income Date.
- 14.06 Unless otherwise requested by the payee, any moneys payable by the Manager to a Unitholder in respect of any Unit under the provisions of this Deed shall be paid in the Base Currency of the relevant Sub-Fund by bank transfer at the expense of the Unitholder. Every such bank transfer shall be made payable to the Unitholder or joint Unitholders at the risk of such Unitholder or joint Unitholders or in the event of a Unitholder having or in the case of joint Unitholders all of them having given a mandate in writing in such form as the Manager shall approve for payment to the bankers or other agent or nominee of the Unitholder or Unitholders in accordance with the instructions of such Unitholder or Unitholders. Unitholders may elect in the subscription agreement to have their pro rata portion of Gross Income reinvested in the relevant Sub-Fund.
- 14.07 Any Gross Income Payment not claimed within six (6) years from its due date will lapse and revert to the relevant Sub-Fund.
- 14.08 No Gross Income Payment or other amount payable to any Unitholder shall bear interest

against the Fund or any Sub-Fund.

- 14.09 No Gross Income Payment shall be made if this would result in the Net Asset Value of a Sub-Fund being reduced below the Minimum Net Asset Value.

**15.00 REPORTS**

- 15.01 In respect of each Accounting Period the Manager or its delegate on its behalf shall prepare and cause to be audited by the Auditors an annual report (which shall include the Gross Income entitlement of each Unitholder) relating to each Sub-Fund. Such annual report shall be in a form approved by the Central Bank and shall contain such information as may be required under the Regulations or specified by the Central Bank.
- 15.02 The annual report shall be made available by the Manager to all Unitholders of the relevant Sub-Fund not later than four months after the end of the period to which it relates.
- 15.03 The audit report appended to the annual report shall declare that the accounts or statement attached respectively thereto (as the case may be) have been examined with the books and records of the Sub-Fund and of the Manager in relation thereto 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 Sub-Fund, and whether the accounts are in their opinion properly drawn up in accordance with the provisions of this Deed.
- 15.04 The costs and expenses of the audit and the costs and expenses of preparing and providing reports to Unitholders of each Sub-Fund and to the Central Bank shall be payable out of the Assets of the relevant Sub-Fund and, if met by the Manager, shall be reimbursed out of the Assets of the relevant Sub-Fund.
- 15.05 The Manager shall prepare an un-audited half-yearly report for the six months immediately succeeding the Accounting Date by reference to which the last annual report of each Sub-Fund was prepared. Such half-yearly report shall be in a form approved by the Central Bank and shall contain such information as may be required under the Regulations.
- 15.06 The said half-yearly report shall be made available by the Manager to all Unitholders of the Sub-Fund not later than two months from the end of the period to which it relates.
- 15.07 The Manager shall provide the Central Bank with any monthly or other reports it may require.
- 15.08 In addition to any other reports required under Clause 15.01 or otherwise under the terms of this Deed, Unitholders shall be provided with a report detailing the breakdown of Gross Income as provided for in Clause 14.00, detailing the type and source of such income.

## **16.00 INDEMNITY OF THE MANAGER AND DELEGATES**

- 16.01 The Manager shall not be held liable for and shall be indemnified and held harmless from any actions, proceedings, claims, costs, demands, charges, losses, damages or expenses suffered or borne by the Fund or of any of its Sub-Funds, a Unitholder or any other person, arising as a result of the activities of the Manager hereunder, including any error of judgement or for any loss suffered by the Fund or any of its Sub-Funds, or any Unitholder or any person claiming under him as a result of the acquisition, holding or disposal of any investment, unless the same arises as a result of the Manager's negligence, fraud or wilful default or failure in a material respect to comply with its obligations as set out herein or in the Regulations.
- 16.02 The Manager shall (in accordance with the requirements of the Central Bank) be entitled to delegate to any person, firm or corporation upon such terms and conditions as it may think fit (including as to indemnity) all or any of its powers, authorities and discretions in relation to the management, investment management, distribution and administration of the affairs of the Fund and of its Sub-Funds, including the keeping and maintenance of the Register, the valuation of Assets and any such other matters as the Manager may deem fit and, in accordance with the Central Bank's requirements, may also authorise its delegates to further delegate such powers, authorities and discretions provided that, subject and without prejudice to Clause 16.01, the Manager shall not be held liable for any actions, costs, charges, losses, damages or expenses arising as a result of the acts or omissions of its officers, servants, delegates or sub-contractors.
- 16.03 The Manager shall (in accordance with the requirements of the Central Bank) be entitled to delegate to an Investment Manager upon such terms and conditions as it may think fit all or any of its powers, authorities and discretions in relation to the selection, acquisition, holding and realisation of investments and the application of any moneys forming part of the Assets provided that, subject and without prejudice to Clause 16.01, the Manager shall not be held liable for any actions, costs, charges, losses, damages or expenses arising as a result of the acts or omissions of any Investment Manager, its or their officers, servants, delegates or sub-contractors or, where applicable, for its own acts or omissions in *bona fide* following the advice or recommendations of an Investment Manager, its or their officers, servants, delegates or sub-contractors.
- 16.04 In any agreement appointing an Investment Manager or other delegate, the Manager shall be entitled to extend the indemnity contained in Clause 16.01 to any Investment Manager or other delegate as if reference to the "Manager" were references to the Investment Manager or other delegate.

16.05 The Manager shall use its reasonable endeavours to provide that any arrangements or transactions that it or its agents enter into with counterparties on behalf of the Fund shall contain provisions stating that recourse of that counterparty is limited to the Net Asset Value of the Fund or the Net Asset Value of a Sub-Fund where the agreement or transaction is entered into in respect of that Sub-Fund.

16.06 The Manager can extend the benefit of the indemnity granted under this Clause 16.00 to its delegates (including any Investment Manager).

**17.00 OTHER FUNDS**

Nothing herein contained shall be construed to prevent the Manager from establishing or acting as manager for funds separate and distinct from the Fund.

**18.00 MERGER OF SUB-FUNDS OR MERGER WITH ANOTHER COLLECTIVE INVESTMENT UNDERTAKING**

18.01 The Manager may resolve that Units issued in the Fund or in any Sub-Fund shall be redeemed and cancelled and, after the deduction of all expenses relating thereto, that the proceeds of redemption thereof be allocated to and Units issued in another Sub-Fund of the Fund, or in another collective investment undertaking organised under the Regulations. Any merger under this clause shall be undertaken in accordance with the requirements of the Central Bank.

18.02 Upon the occurrence of an event specified in Clause 18.01, notice shall be issued to the Unitholders of the relevant Sub-Fund or Fund, in accordance with the provisions of Clause 31.02. Such notice shall be published at least one month before the date on which the resolution of the Manager shall take effect.

18.03 Unitholders of the Fund or Sub-Fund in which Units are to be cancelled, shall have the right to request the redemption or exchange of all or part of their Units, for up to one month from the date of publication of the notice under Clause 18.02. At the expiration of that period, the decision to cancel Units of the Fund or Sub-Fund shall be binding upon all Unitholders.

18.04 Any redemption under this Clause 18.00 shall take place in accordance with the procedures for redemption set out in Clause 12.00 and the requirements of the Central Bank.

**19.00 REMUNERATION OF THE MANAGER AND THE CUSTODIAN**

19.01 The Manager shall be entitled by way of remuneration for its services in relation to the Fund to receive from the Assets of each Sub-Fund an annual fee subject to a maximum fee of 3.0% of the Net Asset Value of the relevant Sub-Fund (plus any performance fees, if any, as disclosed in the Prospectus) which shall accrue daily, be calculated on the last Business Day



in each period of one month and be payable monthly in arrears. The Manager may discharge the fees of any delegate appointed by it out of its fee. Each of the Custodian, the Administrator, the Investment Manager and any other such delegate, if not paid by the Manager out of its fee shall also be entitled by way of remuneration for its services to receive from the income of each Sub-Fund an annual fee as set out in the Prospectus which shall accrue on each Dealing Day. Each of the Manager and, subject to the terms of their respective agreements with the Manager, the Custodian, the Administrator, the Investment Manager and any other such delegate is entitled to be reimbursed out of the Assets of the relevant Sub-Fund any expenses reasonably incurred in the performance of their respective duties. The Manager shall be entitled to be reimbursed from the Assets of the relevant Sub-Fund any value added or other taxes payable on all fees and expenses payable to or by it. The Manager may accrue administrative and all other expenses of a regular or recurring nature on an estimated amount basis rateably for yearly or other periods. The Manager may, in relation to any Sub-Fund, at its discretion, elect to pay the Administration Expenses of any of the Sub-Funds out of its own remuneration. The maximum fee payable to the Manager in respect of any Sub-Fund may only be increased with the approval of Unitholders holding more than 50% of the Units in issue of the relevant Sub-Fund for the time being.

- 19.02 The Custodian shall be entitled by way of remuneration for its services to receive from the Assets of each Sub-Fund a fee as will be set out in the Prospectus. Any sub-custodian appointed by the Custodian shall be entitled to receive a fee from the Custodian, out of its fee or if agreed by the Manager and disclosed in the Prospectus shall be entitled to receive a fee from the Assets of the relevant Sub-Fund, provided such fee is charged at normal commercial rates.

**20.00 COVENANTS OF THE MANAGER**

- 20.01 The Manager hereby covenants that it will carry out and perform its duties and obligations as herein provided.
- 20.02 The Manager hereby covenants that it will not issue any Unit at a price in excess of the price computed in accordance with the provisions of Clause 3.00 at the time of issue of such Unit.

**21.00 DEALINGS AT REQUEST OF UNITHOLDERS**

Notwithstanding anything herein contained neither the Manager nor the Custodian nor any other party shall be required to effect any transaction in Units or with any part of the Investments or the Assets on behalf or for the benefit or at the request of any Unitholder unless such Unitholder shall first have paid in cash to the Manager or the Custodian or to any such party as otherwise provided to its satisfaction as the case may be any necessary stamp duty which may have become or may be payable in respect of or prior to or upon the

occasion of such transaction or dealing provided always that the Manager or the Custodian or such other party shall be entitled if they or it (as the case may be) so think fit to pay and discharge all or any of such stamp duty on behalf of the Unitholder and to retain the amount so paid out of any moneys or property to which such Unitholder may be or become entitled in respect of his Units or otherwise howsoever hereunder.

**22.00 MANAGER TO PREPARE ALL ACCOUNTS ETC.**

22.01 Notwithstanding anything hereinbefore contained it shall be the duty of the Manager to prepare (or procure the preparation of) all warrants, accounts, summaries, declarations, offers, statements or transfers of Investments and despatch them on the day they ought to be despatched.

**23.00 CONTINUANCE OR RETIREMENT OF THE MANAGER AND THE CUSTODIAN**

23.01 Save as provided in this Clause 23.01, the Manager shall so long as the Fund subsists continue to act as the Manager thereof in accordance with the terms of this Deed, subject to the right of the Central Bank to replace the Manager if it is in the interests of the Unitholders.

23.02 The Manager for the time being shall be subject to removal by notice in writing given by the Custodian to the Manager forthwith if (i) following the service of written notice, which may be issued in counterpart, signed by Unitholders holding 75% (75 per cent) of the Units in issue in the Fund requiring the Manager to resign, the Manager has not resigned, (ii) the Manager goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved by the Unitholders), (iii) a receiver is appointed in respect of any of the assets of the Manager and is not discharged within sixty (60) days; or (iv) if an examiner is appointed to the Manager pursuant to the Companies (Amendment) Act, 1990 or if an event having equivalent effect occurs; and the Custodian shall by writing under its seal appoint some other corporation (approved by the Central Bank) to be the Manager of the Fund upon and subject to such corporation entering into such deed or deeds as the Custodian may be advised is or are necessary or desirable to be entered into by such corporation in order to secure the due performance of its duties as Manager. The appointment of the replacement Manager must be approved by the Central Bank.

23.03 The Manager shall have power on the giving of three (3) months' written notice to the Custodian to retire in favour of some other corporation with prior notice to the Unitholders and the prior approval of the Central Bank upon and subject to such corporation entering into such deed or Deeds referred to in Clause 23.02.

23.04 Save as if provided below, the Custodian shall so long as the Fund subsists continue to act as

the Custodian thereof in accordance with the terms of the Custodian Agreement which may be terminated by either party giving not less than ninety (90) days prior written notice to the other party thereto.

23.05 The Custodian Agreement currently provides that it may also be terminated forthwith by the Manager or Custodian in any of the following events:

- (i) either party shall be unable to pay its debts as they fall due or go into liquidation or receivership or an examiner shall be appointed pursuant to the Companies (Amendment) Act 1990;
- (ii) if the other shall commit any material breach of the provisions of this Agreement and shall (if such breach is capable of remedy) not have remedied the same within 30 days after the service of notice requiring it to be remedied; or
- (iii) any of the representations, warranties, covenants or undertakings contained in the Custodian Agreement cease to be true or accurate in any material respect.

23.06 Each party to the Custodian Agreement shall forthwith notify the other party on the happening or possible occurrence of an event specified in Clauses 23.05 (i), (ii) and (iii).

23.07 Upon termination of the Custodian Agreement the Custodian shall (i) be entitled to receive all fees and other moneys accrued up to the date of such termination and costs reasonably and necessarily incurred and (ii) at the reasonable expense of the Manager deliver or cause or procure to be delivered to or to the order of any succeeding custodian approved by the Central Bank (if any) or as directed by the Manager in the event of the termination of the Fund the Investments and all the documents of title to or evidencing ownership of the Investments then held in pursuance of the Custodian Agreement duly endorsed or otherwise in requisite form for transfer together with all books of account, records (electronic or manual), registers, correspondence, documents and other assets exclusively relating to the affairs of or belonging to the Fund in the possession of or under the control of the Custodian.

23.08 The termination of the Custodian Agreement shall be without prejudice to any rights that may have accrued hereunder to either party hereto prior to such termination.

23.09 The Manager may not terminate the appointment of the Custodian and the Custodian may not retire from such appointment unless and until a successor custodian approved by the Central Bank shall have been appointed in accordance with this Deed and the appointment has also been approved by the Central Bank.

23.10 If the Custodian shall have given to the Manager notice of its desire to retire from its

appointment or the appointment of the Custodian is terminated pursuant to the terms of the Custodian Agreement and no successor shall have been appointed in accordance with this Deed within six (6) months from the giving of such notice, the Custodian may request the Manager to forthwith redeem the Units and, thereafter, the Manager or the Custodian may apply to the Central Bank to revoke the authorisation of the Fund or apply to the High Court for an order to terminate the Fund or convene in accordance with this Deed a general meeting of the Unitholders at which there shall be proposed a special resolution to wind up the Fund whereupon the Custodian's appointment shall terminate.

23.11 The Custodian Agreement shall terminate on revocation of authorisation of the Fund pursuant to the Regulations.

23.12 The removal of the Custodian as set out above shall only become effective upon the appointment of a new Custodian approved in advance by the Central Bank or, in the event that no new Custodian is appointed, upon revocation of the Fund's authorisation by the Central Bank.

**24.00 DUTIES OF THE CUSTODIAN**

24.01 The Custodian shall:-

- (a) ensure that the issue, repurchase, redemption and cancellation of Units effected on behalf of the Fund by the Manager are carried out in accordance with the Regulations and this Deed;
- (b) ensure that the value of Units is calculated in accordance with the Regulations and this Deed;
- (c) carry out the instructions of the Manager unless they conflict with the Regulations or this Deed;
- (d) ensure that in transactions involving the Fund's Assets any consideration is remitted to it within time limits which are acceptable market practice in the context of the particular transaction;
- (e) ensure that the income of the Fund and each Sub-Fund is applied in accordance with the Regulations and this Deed;
- (f) enquire into the conduct of the Fund in each Accounting Period and report thereon to the Unitholders. The Custodian's report shall be delivered to the Manager in good time to enable the Manager to include a copy of the report in its Annual Report and shall state whether in the Custodian's opinion the Fund has been managed in that period:

- (i) in accordance with the limitations imposed on the investment and borrowing powers of the Fund by this Deed and the Regulations; and
- (ii) otherwise in accordance with the provisions of this Deed and the Regulations.

If the Manager has not complied with Clause 24.01 (f) (i) or (ii), the Custodian must state why this is the case and outline the steps which the Custodian has taken to rectify the situation; and

- (g) with prior consultation with the Manager and Investment Manager, notify the Central Bank promptly of any material breach of the provisions of the Regulations, any conditions imposed by the Central Bank or this Deed.

The duties of the Custodian provided for in Clause 24.01 (a) to (g) may not be delegated by the Custodian to a third party and must be carried out in Ireland.

24.02 The duties specified in Clause 24.01 are in addition to any other duties of the Custodian specified in the Custodian Agreement. The duties, obligations, liabilities, indemnities rights and powers of the Custodian are more fully set out in the Custodian Agreement and are subject to the Regulations, the UCITS Notices and the laws of Ireland.

## **25.00 LIABILITY OF THE CUSTODIAN**

25.01 The Custodian will be liable to the Manager and the Unitholders for any loss suffered by them as a result of its unjustifiable failure to perform its obligations or the improper performance of them. The Custodian may use other financial institutions as sub-custodians for the safekeeping of Investments, cash or other Assets provided however that the liability of the Custodian will not be affected by the fact that it has entrusted to any such third party some or all of such Investments or cash or other Assets for safekeeping. The parties consider that the Central Bank considers that in order to discharge this responsibility under the Regulations, the Custodian must exercise care and diligence in choosing and appointing a third party as a safekeeping agent so as to ensure that the third party has and maintains the expertise, competence and standing appropriate to discharge the responsibilities concerned. The Custodian must maintain an appropriate level of supervision over the safekeeping agent and make appropriate enquiries from time to time to confirm that the obligations of the agent continue to be competently discharged. This does not purport to be a legal interpretation of the Regulations and the corresponding provisions of the UCITS Directive. The Fund may invest in markets where custodial and/or settlement systems are not fully developed. The assets of the Fund which are traded in such markets and which have been entrusted to sub-

custodians in circumstances where the use of sub-custodians is necessary, may be exposed to risk in circumstances whereby the Custodian will have no liability. Details of the potential risks to investors of investing in such markets will be set out in full in the Prospectus in accordance with the requirements of the Central Bank.

- 25.02 The Custodian shall be indemnified by the Manager out of the assets of the Fund or the relevant Sub-Fund as the case may be and be held harmless from any actions, proceedings, claims, costs, demands, charges, damages or expenses suffered or borne by the Fund or any of its Sub-Funds, a Unitholder or any other person arising as a result of the activities of the Custodian hereunder unless the same arises as a result of its unjustifiable failure to perform its obligations or its improper performance of them. The Custodian can extend the benefit of this indemnity to its authorized delegates.

#### **26.00 ADVERTISEMENTS**

Every advertisement, circular or other document of that nature containing any statement with reference to the issue price of Units or the yield therefrom or containing any invitation to buy Units shall comply with the requirements of the Regulations and shall conform to the laws of any country in which the Units are marketed.

#### **27.00 DURATION AND TERMINATION OF THE FUND AND ITS SUB-FUNDS**

- 27.01 The Fund and each of the Sub-Funds have been established for an unlimited period. However, the Fund or any of its Sub-Funds may be terminated by the Manager upon the giving of thirty (30) days' notice in writing at any time to Unitholders. The Manager shall apply to the Central Bank for revocation of approval of the Fund or any such Sub-Fund. The Custodian may by notice in writing to the Manager terminate the Fund or any of its Sub-Funds upon the occurrence of any of the following events, namely:

- (a) if any of the events specified in Clause 23.02 shall occur and within a period of three months from the occurrence of any such event no manager satisfactory to the Central Bank shall have been appointed;
- (b) if any law shall be passed which renders it illegal or in the reasonable opinion of the Custodian impracticable or inadvisable to continue the Fund or any of its Sub-Funds;  
or
- (c) if within a period of ninety (90) days from the date of the Custodian expressing in writing to the Manager its desire to retire the Manager shall have failed to appoint a new custodian.

- 27.02 The Fund or any of its Sub-Funds may be terminated by the Manager in its absolute

discretion by notice in writing as hereinafter provided in any of the following events, namely:

- (a) if at any time the Net Asset Value of all of the Sub-Funds or of any Sub-Fund shall be less than the Minimum Net Asset Value or its foreign currency equivalent and all of the Units of the relevant Sub-Funds or Sub-Fund may be compulsorily redeemed;
- (b) if the Fund shall cease to be an authorised Common Contractual Fund under the Regulations or if any of its Sub-Funds shall cease to be approved by the Central Bank;
- (c) if any law shall be passed which renders it illegal or in the reasonable opinion of the Manager impracticable or inadvisable to continue the Fund or any of its Sub-Funds;
- (d) if within a period of three months from the date of the Manager expressing in writing to the Custodian its desire to retire, a replacement Manager shall not have been appointed; or
- (e) if within a period of ninety (90) days from the date of the Investment Manager expressing in writing to the Manager its desire to retire the Manager shall have failed to appoint a new Investment Manager.

27.03 The party terminating the Fund or a Sub-Fund shall give notice thereof to the Unitholders in the manner herein provided and by such notice fix the date on which such termination is to take effect.

**28.00 PROVISIONS ON TERMINATION OF FUND AND SUB-FUNDS**

28.01 Before the termination of the Sub-Fund Period under any of the relevant terms of this Deed, the Manager shall (if practically possible) give notice to the Unitholders advising them of the impending distribution of the Assets.

28.02 After the giving of notice of such termination the Manager shall procure the sale of all Investments then remaining in the hands of the Custodian or of the Custodian's nominee as part of the Assets and such sale shall be carried out and completed in such manner and within such period before or after the termination of the Fund or of the Sub-Fund as the Manager and the Custodian think desirable.

28.03 The Manager shall at such time or times as it shall deem convenient and at its entire discretion procure the payment to the Unitholders of all net cash proceeds derived from the realisation of the Investments of the relevant Sub-Fund and any cash then forming part of the relevant Sub-Fund so far as the same are available for the purpose of such payment. Every such payment shall be made only after such form of request for payment and receipt as the

Manager shall in its absolute discretion require, has been lodged with the Manager, provided that:

- (a) the Manager may delay the payment of total redemption proceeds until all Assets and receivables are liquidated and may make adjustments to the amount of redemption proceeds payable to Unitholders in order to reflect the final value of such Assets and receivables upon termination;
- (b) the Manager shall be entitled to retain out of any moneys in the Custodian's hands full provision for all costs, charges, expenses, claims, liabilities and demands relating to the relevant Sub-Fund for which the Manager or the Custodian is or may become liable or incurred, made or expended by the Manager or the Custodian in connection with the termination of the Fund or of the Sub-Fund, as the case may be, and out of the moneys so retained, the Manager and the Custodian shall be entitled to be indemnified and saved harmless against any such costs, charges, expenses, claims and demands; and
- (b) any unclaimed net proceeds or other cash held by the Custodian under the provisions of this Clause may at the expiration of twelve months from the date on which the same were payable be paid into court subject to the right of the Custodian to deduct therefrom any expenses it may incur in giving effect to this provision.

#### **29.00 STOCK EXCHANGE PRACTICES**

At all times and for all purposes of this Deed the Custodian and the Manager may rely upon the established practice or rulings of any Recognised Exchange or any committees and officials thereof in determining what shall constitute usual settlement practice or good delivery and any similar matters and such practice and rulings shall be conclusive and binding upon all persons under the Deed.

#### **30.00 QUALIFIED UNITHOLDERS**

- 30.01 The Manager shall have power (but shall not be under any duty) to impose such restrictions (other than a restriction on transfer which is not expressly referred to herein) as it may deem appropriate or necessary so that no Units are acquired or held by any person in breach of the laws or requirements of any country or governmental authority, including any exchange control regulations applicable thereto or in the circumstances described in Clause 30.05.
- 30.02 The Manager may upon an application for Units or at any other time and from time to time require such evidence to be furnished to it in connection with the matters stated in Clause 30.01 as it shall in its discretion deem sufficient and the Manager or its delegate may reject in



its discretion any application for Units by any persons who are so excluded from purchasing or holding Units and at any time redeem Units held by Unitholders who are so excluded from purchasing or holding Units.

- 30.03 If a person becomes aware that he is holding or owning Units in contravention of Clause 30.01 he shall forthwith seek the redemption and cancellation of his Units.
- 30.04 The Manager and its delegates shall be entitled to assume without enquiry that none of the Units are held in such a way as to entitle the Manager or its delegates to give a notice in respect thereof pursuant to Clause 30.05 provided that the Manager and its delegates may upon an application for Units or at any other time and from time to time require such evidence and/or undertakings to be furnished to the Manager and/or its delegates in connection with the matters stated in Clause 30.05 as they shall in its discretion deem sufficient.
- 30.05 If it shall come to the notice of the Manager or if the Manager shall have reason to believe that any Units are owned directly or indirectly by:-
- (a) any person or entity who breached or falsified representations or subscription documents;
  - (b) any person or entity who appears to be in breach of any law or requirement of any country or governmental authority or by virtue of which such person or entity is not qualified to hold such Units;
  - (c) an entity who has not provided the required tax documentation or supporting documentation for money laundering prevention checks;
  - (d) any person or persons in circumstances which (whether directly or indirectly affecting such person or persons, and whether taken alone or in conjunction with any other persons, connected or not, or any other circumstances appearing to the Manager to be relevant), in the opinion of the Directors, might result in the Fund incurring any liability to taxation or suffering any pecuniary liability to taxation or suffering other pecuniary, legal, regulatory or material administrative disadvantage which the Fund might not otherwise have incurred or suffered or might result in the Fund being required to comply with registration or filing requirements in any jurisdiction with which it would not otherwise be required to comply;
  - (e) an entity who, in the opinion of the Manager is a U.S. Person (unless the Manager determines (i) the transaction is permitted under an exemption available under the securities laws of the United States and (ii) that the relevant Sub-Fund and the Fund

continue to be entitled to an exemption from registration as an investment company under the securities laws of the United States if such person holds Units);

- (f) any person if the holding of the Units by any person is unlawful or is less than the Minimum Holding set for that Class of Units by the Manager;
- (g) any person who does not supply any information or declarations required under this Deed within seven days of a request to do so by the Manager;

the Manager shall be entitled to (i) give notice (in such form as the Manager deems appropriate) to such person requiring him to request in writing the redemption of such Units in accordance with Clause 12.00 and/or (ii) as appropriate, compulsorily redeem and/or cancel such number of Units held by such person as is required to discharge and may apply the proceeds of such compulsory redemption in the discharge of any taxation or withholding tax arising as a result of the holding or beneficial ownership of Units by such person including any interest or penalties payable thereon.

30.06 If any such person upon whom such a notice is served as aforesaid does not within 30 days after such notice has been served request in writing (or by other such means including electronic means, as may be specified in the Prospectus) request the Manager to redeem the relevant Units he shall be deemed forthwith upon the expiration of 30 days to have requested the redemption of all the Units subject to such notice and the Manager shall be deemed to be appointed as his attorney with the authority to appoint any person to sign on his behalf such documents as may be required for the purposes of the redemption. To any such redemption the provisions of Clause 12.00 shall apply subject to Clause 30.07 save that the deemed request to redeem the Units may not be withdrawn notwithstanding that the determination of the Net Asset Value of the Fund or the relevant Sub-Fund may have been suspended under Clause 9.03.

30.07 Settlement of any redemption effected pursuant to Clauses 30.05 and 30.06, shall be made by depositing the redemption monies or proceeds of sale, by whatever means the Manager deems appropriate, in a bank for payment to the person entitled subject to such consents as may be necessary being obtained. Upon deposit of the redemption monies as aforesaid such person shall have no further interest in such Units or any of them or any claim in respect thereof except the right to claim without recourse to the Manager the redemption monies so deposited without interest.

30.08 Any person or persons holding Units in contravention of any restrictions imposed by the Manager pursuant to Clause 30.01 shall indemnify the Custodian, the Manager, the Fund, the

relevant Sub-Fund and any Unitholders for any actions, proceedings, claims, costs, demands, charges, losses, damages or expenses suffered by it or them as a result of such person or persons acquiring or holding Units in the Fund or Sub-Fund.

**31.00 NOTICES**

- 31.01 Financial information concerning the Sub-Funds including the periodic calculation of the Net Asset Value per Unit the issue, redemption and exchange prices will be made available at the places and by the means specified in the Prospectus. Any other substantial information concerning the Fund or any Sub-Fund may be given in such other manner as may be approved by the Central Bank and notified to Unitholders in such manner as may be specified from time to time in the Prospectus or as specified in Clause 31.02.
- 31.02 Any notice or other document required to be served upon or sent to a Unitholder shall be given in the case of Unitholders entered on the Register if sent by pre-paid post, facsimile or by email or left at his address as appearing on the Register and in the case of joint Unitholders if so sent to or left at the address of the first named Unitholder on the Register or if issued or published in such manner as the Manager shall determine. Any notice sent by post as provided in this Clause shall be deemed to have been duly given seven (7) Business Days after posting and any notice sent by facsimile or by email or left as stated in this Clause shall be deemed to have been duly given on receipt of a positive transmission receipt, on receipt of an answerback or on the Business Day on which it was so left, only if the notice has been left during usual business hours on such Business Day, and if the notice is left outside usual business hours, it shall be deemed to have been left on the next following Business Day. Evidence that the notice was properly addressed, stamped and put into the post shall be conclusive evidence of posting. Any notice issued or published shall be deemed to have been duly given on the date of such notice's first issue or publication.
- 31.03 Service of a notice or document on any one of several joint Unitholders entered in the Register shall be deemed effective service on himself and the other joint Unitholders entered in the Register.
- 31.04 Any notice or document served in accordance with Clause 31.02 shall notwithstanding that such Unitholder be then dead or bankrupt and whether or not the Custodian or the Manager has notice of such death or bankruptcy be deemed to have been duly served or sent and such service shall be deemed a sufficient service on or receipt by all persons interested (whether jointly with or as claiming through or under him) in the Units concerned.
- 31.05 Any notice or other document which is sent by post, email or fax or left at the registered address of the Unitholder entered in the Register named therein or despatched by the

Manager or the Custodian in accordance with any Unitholder's instructions shall be so sent left or despatched at the risk of such Unitholder.

- 31.06 Any notice or other document required to be served upon or sent to one party to this Deed by the other party shall be deemed to have been properly served upon or received by that party if delivered or sent by pre-paid post, facsimile or by email to or left at the other party's address as hereinbefore set out. Any notice sent by post as provided in this Clause shall be deemed to have been duly given forty-eight (48) hours after posting and any notice sent by facsimile or by email or left as stated in this Clause shall be deemed to have been duly given on receipt of a positive transmission receipt, on receipt of an answerback or on the Business Day on which it was so left, only if the notice has been left during usual business hours on such Business Day, and if the notice is left outside usual business hours, it shall be deemed to have been left on the next following Business Day. Evidence that the notice was properly addressed, stamped and put into the post shall be conclusive evidence of posting. Any notice issued or published shall be deemed to have been duly given on the date of such notice's first issue or publication.

**32.00 REGISTRATION AND COPIES OF DEED**

A copy of this Deed and of any Deeds supplemental hereto shall be deposited with the Central Bank pursuant to the Regulations and shall at all times during usual business hours be made available by the Manager at its registered office in Ireland for inspection by Unitholders and any Unitholder shall be entitled to receive from the Manager a copy of such Deeds as aforesaid on production of such evidence of ownership as is satisfactory to the Manager and making request therefor to the Manager for each copy document required. Instead of supplying copies of this deed and any Deeds supplemental hereto the Manager shall be entitled to supply copies of this Deed as amended by such Deeds supplemental hereto.

**33.00 MODIFICATION OF DEED AND VARIATION OF RIGHTS**

- 33.01 The Custodian and the Manager shall be entitled by deed supplemental hereto to modify, alter or add to the provisions of this Deed in accordance with the requirements of the Central Bank and in such manner and to such extent as they may consider necessary or expedient for any purpose other than one which would cause the Fund to cease to be an authorised Common Contractual Fund provided that, unless the Custodian shall certify in writing that in its opinion such modification, alteration or addition does not prejudice the interests of the Unitholders or any of them and does not operate to release the Custodian or the Manager from any responsibility to the Unitholders or unless such modification, alteration or addition shall be required by virtue of legislation, or any regulation made or notice issued by the Central Bank under the Regulations, no such modification, alteration or addition shall be

made without the prior written consent of Unitholders holding more than 50% (50 per cent) of the Units in issue in the Fund or, in the case of a modification, alteration or addition affecting only one or more Sub-Funds, the relevant Sub-Fund or Sub-Funds and provided also that no such modification, alteration or addition shall impose upon any Unitholder any obligation to make any further payment in respect of his Units or to accept any liability in respect thereof. Any amendment to the list of Recognised Exchanges set out in Clause 4.02 shall not require the approval of the Unitholders of the Fund.

33.02 In the event of any such modification, alteration or addition as aforesaid in the provisions of this Deed, the Manager shall, within twenty-one (21) days of the execution of such supplemental Deed, deposit with the Central Bank a copy of this Deed as so modified, altered or added to, or containing the said modifications, alterations or additions.

33.03 The rights attaching to Units issued in the Fund or any Sub-Fund or Class may be varied or abrogated with the consent in writing of Unitholders holding more than 50% (50 per cent) of the Units issued in the Fund or the relevant Sub-Fund or Class in question provided always that the rights conferred upon the holders of Units in the Fund or any Sub-Fund or Class which have been issued with other rights shall not, unless otherwise expressly provided by the terms of issue of Units in the Fund or relevant Sub-Fund or Class be deemed to be varied by the creation or issue of further Units ranking *pari passu* therewith.

#### 34.00 **GOVERNING LAW AND JURISDICTION**

This Deed shall be governed by and construed in accordance with the laws of Ireland and each of the parties submits to the exclusive jurisdiction of the Courts of Ireland.

#### 35.00 **COUNTERPARTS**

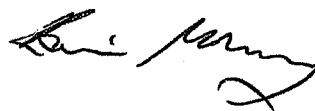
This Deed may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Any party to this Deed may enter into the Deed by signing such Counterpart.

**IN WITNESS** whereof the parties hereto have executed this Deed the day and year above referred to.

PRESENT when the Common Seal  
of Pyramis Global Advisors (Ireland) Limited  
was affixed hereto:-

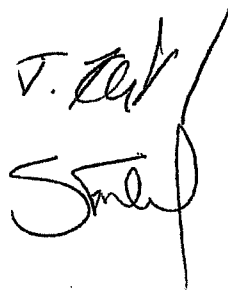


PRESENT when the Common Seal  
of State Street Custodial Services (Ireland) Limited  
was affixed hereto:-



**PRESENT when the Common Seal  
of Pyramis Global Advisors (Ireland) Limited  
was affixed hereto:-**

**PRESENT when the Common Seal  
of State Street Custodial Services (Ireland) Limited  
was affixed hereto:-**

Two handwritten signatures in black ink. The top signature appears to be 'T. Kelly' and the bottom signature appears to be 'S. Kelly'.

**Pyramis Global Advisors (Ireland) Limited  
(Manager)**

**and**

**State Street Custodial Services (Ireland) Limited  
(Custodian)**

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**DEED OF CONSTITUTION  
CONSTITUTING**

**Pyramis Global Advisors Common Contractual Fund**

**AN UMBRELLA COMMON CONTRACTUAL FUND**

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