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MEMORANDUM AND ARTICLES OF ASSOCIATION

WATERFRONT SICAV P.LC.

A MULTI-FUND INVESTMENT COMPANY
WITH VARIABLE SHARE CAPITAL

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MEMORANDUM OF ASSOCIATION
OF
WATERFRONT SICAV P.L.C.

1. Name

The name of the Company is WATERFRONT SICAV p.l.c.

2. Registered Office

The registered office of the Company is situate at 2nd Floor, Tower Business Centre, Tower Street, Swatar BKR4013, Malta or such other place of business as the Directors may from time to time determine.

3. Objects

- 3.1 The Company is an investment company with variable share capital, the sole object of which is the collective investment of its funds in transferable securities or in other liquid financial assets of capital raised from the public with the aim of spreading investment risks and giving Members the benefits of the results of the management of its funds in accordance with the UCITS Regulations.
- 3.2 The Company has the power to take any and all such steps, and carry out any transactions that it deems useful or expedient for the attainment, promotion and development of the above object or which is connected with or ancillary thereto to the full extent permitted by the ISAct and Regulations issued thereunder.
- 3.3 Without prejudice to the generality of Clause 3.2 sopra, the Company is expressly authorised to do any of the following:
- (a) to borrow money, securities or any other asset under any conditions as to repayment, reinvestment, yield, security and management;
 - (b) to enter into derivative contracts including options, forwards, swaps, securities lending transactions, repurchase agreements and similar agreements;
 - (c) to grant any form of security or collateral to counterparties to any transactions in which the company may engage; and
 - (d) to engage Service Providers to assist it in carrying on its business and to delegate to any such persons, with full powers of sub-delegation, the rights and powers of the Company in relation to the management of its assets.
- 3.4 Where required for the direct pursuit of the business of the Company, the Company shall have the power to acquire by purchase, lease, exchange, hire or otherwise immovable property wheresoever situate of any kind or of any tenure or any interest in the same; to erect and construct houses, buildings or works of every description on any land of the Company, or upon any other lands or property, and to pull down, rebuild, enlarge, alter or improve existing houses, buildings or works thereon and generally to

manage deal with and improve the property of the Company; and to sell, lease, let, mortgage or otherwise dispose of the lands, houses, buildings, and other property of the Company.

4. Status

The Company is a public company and the liability of the Members is limited.

5. Capital

- 5.1 The share capital of the Company is equal to the value for the time being of the issued share capital of the Company.
- 5.2 The Company may issue up to a maximum of ten billion and one hundred (10,000,000,100) fully-paid up shares without any nominal value assigned to them.
- 5.3 The issued share capital of the Company is presently comprised of one hundred Euro (EUR100) divided into one hundred (100) shares with no nominal value (the "Founder Shares") which shares constitute a separate class of shares, being the Founder Shares, but which shall not constitute a distinct Sub-Fund.
- 5.4 The Company is being registered as a multi-fund investment company in terms of the Companies Act (Investment Companies with Variable Share Capital) Regulations (S.L. 386.02, Laws of Malta). The Company may issue one or more classes of Investor Shares which constitute a distinct Sub-Fund or, which together with another existing class or group of classes, will be comprised in an existing Sub-Fund.
- 5.5 The assets and liabilities of each Sub-Fund of the Company shall be treated for all intents and purposes of law as a patrimony separate from the assets and liabilities of each other Sub-Fund.
- 5.6 The actual value of the paid up share capital of any Sub-Fund shall be at all times equal to the Net Asset Value of the Sub-Fund.
- 5.7 The shares of the Company shall, at the request of any of the holders thereof, be repurchased by the Company, directly or indirectly, out of the Company's relevant assets and this in accordance with the terms and conditions pursuant to which such shares are issued and the procedures stipulated in the Articles.
- 5.8 The Company may issue Fractional Shares, up to four (4) decimal places.
- 5.9 Fractional Shares shall be automatically consolidated into a whole share of the same class when the Fractional Shares held by one Member become equal to a whole share.
- 5.10 Fractional Shares shall, with the exception of voting rights, carry the same rights as integral shares of the same class and exercisable in proportion to the fraction held. Fractional Shares shall not carry any voting rights.

6. Subscribers to Initial Share Capital

The Founder Shares have no nominal value and are subscribed as follows:

99 Founder Shares by Abalone Asset Management Limited (C71261) having its registered office at 2nd floor, Tower Business Centre, Tower Street, Swatar BKR4013.

1 Founder Share by Roberto Colapinto holding Italian Passport Number: AA0986131 residing at 67/8, Bisazza Street, Sliema SLM 1643, Malta.

7. Designations, Powers and Rights of Shares

The Founder Shares

- 7.1 Holders of Founder Shares shall have the right to receive notice of and attend any general meetings of the Company.
- 7.2 The Founder Shares do not have any voting rights, provided that, if at any time there are no Investor Shares in issue, the holder(s) of the Founder Shares shall be entitled to one (1) vote per relevant Founder Share held.
- 7.3 The Founder Shares have the exclusive right to:
 - (a) nominate persons for election to the office of Director; and
 - (b) approve the appointment, removal, substitution or any other change of the Service Providers of the Company.
- 7.4 The Founder Shares rank *pari passu* among themselves in all respects.
- 7.5 The Founder Shares do not carry a right to participate in any dividends or other distributions of the Company in respect of the Sub-Funds or in the assets of the Company on a winding up (other than to the surplus, if any, that may remain after payment of all amounts due to creditors and holders of the Investor Shares).
- 7.6 The Company shall at all times have one (1) or more Founder Shares in issue and any request by a holder of Founder Shares for the repurchase of same, to the extent that such request would result in no Founder Shares being in issue, shall be accordingly abated or rejected.

The Investor Shares

- 7.7 Holders of Investor Shares shall, unless otherwise specified in the Articles or in the terms of issue of each class of shares which will be set out in the Prospectus or any Supplement, have the right to receive notice of, attend and vote on any matter requiring the approval of members generally as contained in the Articles and applicable law.
- 7.8 The Investor Shares carry the right to one (1) vote each, provided that no voting rights shall be attached to Fractional Shares.
- 7.9 Unless otherwise specified in the Articles or in the terms of issue of each class of shares which will be set out in the Prospectus or any Supplement, the Investor Shares of each Sub-Fund rank *pari passu* among themselves in all respects.
- 7.10 The Investor Shares of each Sub-Fund participate solely in the assets of the respective Sub-Fund and in any dividends, and, upon liquidation, in any distributions of the Company relating to the respective Sub-Fund.

- 7.11 The Investor Shares may be repurchased at the option of the holders thereof according to the Articles and in accordance with any terms and conditions pursuant to which the Investor Shares are issued and as stated in the Prospectus.

8. Directors

- 8.1 The affairs of the Company shall be managed by a Board of Directors composed of not less than three (3) and not more than five (5) Directors who must all be persons approved by the MFSA.

- 8.2 The first Directors of the Company are:

- (i) Roberto Colapinto (Italian Passport Number AA0986131) residing at 67/8, Bisazza Street, Sliema SLM 1643, Malta
- (ii) Joseph Xuereb (Maltese ID Card Number: 531161(M) residing at 33 L'Etoile, Triq l-Ghelejje, Gudja, GDJ 1852, Malta
- (iii) Riccardo Teodori (Italian Passport Number: YA1184524) residing at via Dante Alighieri 10/a, 10050 Villar Focchiardo, (Turin), Italy

The Directors are each empowered to appoint, in their stead, another person approved by the MFSA as their alternate Director.

- 8.3 The Directors and alternate Directors of the Company shall be appointed and shall hold office in accordance with the provisions of the Articles.

9. Representation

- 9.1 The legal and judicial representation of the Company shall be vested in any two (2) Directors, acting jointly, provided, however, that no proceedings may be instituted or otherwise promoted by the Company without the approval of the Board. Nothing herein contained shall prevent the Board from ratifying and approving any judicial action taken by the Directors in anticipation of its approval.

- 9.2 In addition to, and without prejudice to the provisions of Clause 9.1 above, the Company may, upon a resolution of the Board, in a particular case or cases or classes of cases, appoint any person or persons (including a Director) whatsoever as its delegate/s with full powers, including the power of substitution, to represent the Company, and in particular but without prejudice to the generality of the foregoing, to enter into any agreement, whether by public deed or by private writing or instrument, on behalf of the Company, to sign and execute any documents on behalf of the Company including bank documents, cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, any contracts, engagements, undertakings or commitments and to sue or be sued on behalf of the Company.

- 9.3 Any power of attorney granted by the Company shall be executed by any two (2) Directors or by any person or persons (including a Director) whatsoever authorised by the Board for this purpose and any such power of attorney shall be considered as executed by the Company.

10. Secretary

10.1 The Secretary of the Company is:

Silvia Bon (Italian Passport number YA2661596), residing at 67/8, Bisazza Street, Sliema SLM 1643, Malta.

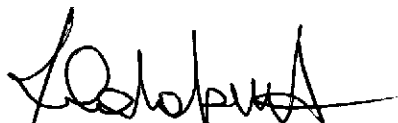
10.2 When the Secretary is unable to attend any meetings of the Board or any general meeting of the Company, the Board or the holders of the Founder Shares and the voting Investor Shares, as the case may be, shall appoint a substitute person to act as Secretary for such meeting.

11. Term

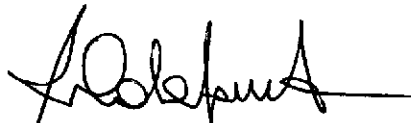
The Company is constituted for an indefinite term although any Sub-Fund which may be created by the Company from time to time may be created either for an indefinite or a definite term as may be specified in the Prospectus.

12. Interpretation

Capitalised terms used in this Memorandum of Association shall have the same meaning assigned to such terms in Article 1 of the Articles of Association of the Company and the rules of construction contained therein shall equally apply to this Memorandum of Association.



Roberto Colapinto
for and on behalf of
Abalone Asset Management Limited



Roberto Colapinto

ARTICLES OF ASSOCIATION
OF
WATERFRONT SICAV P.L.C.

1. Definitions

1.1 The following words, whether used in the Memorandum or the Articles, shall bear the meanings set opposite to them unless inconsistent with the subject or context:

“Accounting Currency”	means, in respect of the Company, EUR.
“Accounting Period”	means, unless otherwise determined by the Directors, a financial period of the Company commencing on the date of registration of the Company and terminating on 31 st December, 2016 and in any other case thereafter commencing on 1 st November and ending on 31 st December of each year.
“Act”	means the Companies Act (Cap. 386, Laws of Malta) and any regulations issued thereunder.
“Administration Agreement”	means any separate agreement entered into by the Administrator and the Company and/or the Investment Manager relating to the appointment and duties of an Administrator.
“Administrator”	means any person appointed by the Company and/or the Investment Manager to act as administrator of the Company in terms of an Administration Agreement.
“Annual Report”	means a report prepared in accordance with Article 41.
“Approved Regulated Market”	means a stock exchange or other regulated market which operates regularly, and is recognised and open to the public, has adequate liquidity and adequate arrangements in respect of the transmission of income and capital and which qualifies as such in terms of applicable MFSA Rules.
“Articles”	means these articles of association.
“Auditors”	means the auditors for the time being of the Company.
“Base Currency”	means the currency in which a class of Investor Shares is denominated, which currency will be set forth in the Prospectus or Supplement relating to such class of Investor Shares.

“Board”	means the board of directors of the Company including any committee thereof.
“Business Day”	means a day as is specified in the Prospectus.
“class”	means a class of Shares or a series of a class of Shares.
“Clear Days”	means, in relation to the period of a notice, that period excluding the day on which notice is given or deemed to be given and the day for which it is given or on which it is to take effect.
“Closing Date”	means such Business Day as is specified in the Prospectus in relation to any Sub-Fund as being the date when the Initial Offering Period of a class of Shares ends.
“Commission”	means such amount payable on the issue or redemption of Shares as may be specified in the Prospectus.
“Company”	means WATERFRONT SICAV P.L.C.
“Custodian”	means any person appointed and for the time being acting as custodian of any of the assets of the Company in accordance with the applicable law and which is entrusted with the safekeeping of such assets in accordance with the terms of the Custody Agreement and with any other functions as may be agreed upon.
“Custody Agreement”	means any agreement for the time being subsisting between, inter alia, the Company and the Custodian and relating to the appointment and duties of the Custodian.
“Dealing Day”	means such Business Day as is specified in the Prospectus in relation to any Sub-Fund.
“Dilution Levy”	means an amount paid by the applicant for a Share of any class in addition to the Subscription Price in accordance with Article 7.3 or an amount deducted by the Company from the amount that would otherwise be payable in respect of the redemption of a Share of any class in accordance with Article 9.5 sotto. Details of any Dilution Levy will be set out in the Prospectus or relevant Supplement.
“Director”	means any director of the Company for the time being and includes an alternate Director.

“Duties and Charges”	means all duties, taxes, governmental charges, valuation fees, property management fees, agency fees, brokerage fees, bank charges, transfer fees, registration fees and any other charges whatsoever, whether in respect of the constitution or increase of the assets, or the creation, exchange, sale, purchase or transfer of Shares, or the purchase or proposed purchase of investments or otherwise, which may have become or will become payable in respect of, prior to, or upon the occasion of any transaction, dealing or valuation.
“Elected Shares”	means such Investor Shares in respect of which a share election has been duly exercised by an Investor Shareholder in terms of Article 38.13.
“Eligible Members”	means holders of Shares having the right to vote on a particular matter.
“EUR”, “€”, “EURO”	means the currency of the participating members states of the European Union that have adopted a single currency in accordance with the Treaty of European Union on 7 th February, 1992.
“Extraordinary Resolution”	means an extraordinary resolution of the Company or of any class of Shares, as appropriate, passed in accordance with the Act and these Articles.
“Fee”	means such amount payable by an investor whether by way of fee, charge or otherwise in relation to the issue, exchange/switch or redemption of Shares as may be specified in the Prospectus.
“Founder Shareholders”	means the registered holders of the Founder Shares.
“Founder Shares”	means the Shares designated as “Founder Shares” and having the rights set out in the Memorandum and any further Shares in the same class that may be issued in future.
“Fractional Shares”	means a fraction of a whole Share issued by the Company.
“In writing”	means written, printed, typewritten or represented or reproduced by any other mode whatsoever of representing or reproducing words in a visible form or by any other substitute for writing or partly one and partly another and includes a facsimile, electronic mail or any other form of writing produced by electronic communication and “written” shall be construed accordingly.

“Initial Offering Period”	means the period stated in the Prospectus and ending on the Closing Date during which Shares of any class are offered by the Company for purchase or subscription at the Initial Offering Price.
“Initial Offering Price”	means the price at which any Shares of any class are first offered for purchase or subscription.
“Investment”	means any asset of the Company, including any instrument acquired or held by it from time to time, including cash, as more particularly set out in the Prospectus.
“Investment Advisor”	means any person appointed and for the time being acting as investment advisor to the Company in respect of any particular Sub-Fund and being responsible to advise upon investment opportunities in relation to the investment and re-investment of such Sub-Fund’s Investments.
“Investment Advisory Agreement”	means any agreement for the time being subsisting with any Investment Advisor relating to the appointment and duties of such Investment Advisor.
“Investment Management Agreement”	means any agreement for the time being subsisting to which the Company and the Investment Manager are parties whereby the Investment Manager is appointed in respect of one or more Sub-Funds to provide certain investment-related services as outlined therein.
“Investment Manager”	means any person appointed and for the time being acting as investment manager in respect of the Investments of one or more Sub-Funds. To the extent that an Investment Manager has not been appointed by the Company, “Investment Manager” shall also include any duly constituted investment committee of the Board.
“Investor Shareholders”	means the registered holders of Investor Shares.
“Investor Shares”	means Shares of any class which may alone or jointly with another class or classes of Shares constitute a Sub-Fund.
“ISAct”	means the Investment Services Act (Cap. 370, Laws of Malta).
“Licence”	means a collective investment scheme licence granted to the Company and any Sub-Fund, as the case may be, by the MFSA in terms of article 6 of the ISAct.

“Licence Conditions”	means the conditions imposed on the Company and any Sub-Fund, as the case may be, by the MFSA in terms of article 6(2)(a) of the ISAct following issuance of a Licence.
“Member”	means a person who is registered as the holder of Shares in the Register and shall include both the Founder Shareholders and the Investor Shareholders.
“Memorandum”	means the memorandum of association of the Company.
“MFSA”	means the Malta Financial Services Authority and/or any successor competent authority under the ISAct exercising supervisory and regulatory powers over the Company.
“Minimum Dealing Amount”	means the minimum amount in value of Investor Shares, as may be specified in the Prospectus, that may be subscribed for subsequent to the initial application, redeemed, exchanged or transferred. Unless otherwise specified in the Prospectus, the Minimum Dealing Amount shall not apply to equalisation Shares.
“Minimum Holding”	means the minimum amount or value of Investor Shares, as may be specified in the Prospectus, that must be held by a holder of Investor Shares at all times.
“Minimum Investment”	means the minimum amount or value of Investor Shares, as may be specified in the Prospectus, that must be subscribed for by any prospective holder of Investor Shares.
“Net Asset Value”	means the net asset value of the Company or of any Sub-Fund or of any class of Investor Shares determined as at a Valuation Point in accordance with Article 11 and the Prospectus.
“Net Asset Value per Share”	means the Net Asset Value of any Sub-Fund or of any class of Investor Shares divided by the number of Investor Shares of that Sub-Fund or class in issue or deemed to be issued as at a Valuation Point.
“Officer”	means any Director or the Secretary.
“Ordinary Resolution”	means a resolution of the Company or of any class of Shares as appropriate, in general meeting passed by a simple majority of the votes cast.

“Preliminary Expenses”	means the preliminary expenses incurred in the establishment of the Company, the obtaining by the Company of approval from the MFSA under the Act, the registration of the Company with any other regulatory authority and each offer of Investor Shares to the public (including the costs of preparing and publishing the Prospectus and any marketing or promotional material) and may include any costs or expenses (whether incurred directly by the Company or not) incurred in connection with any subsequent application for a listing or quotation of any of the Investor Shares on an Approved Regulated Market.
“Prospectus”	means the prospectus issued from time to time by the Company as the same may be amended, supplemented, consolidated, substituted or otherwise modified from time to time and includes any and all Supplements issued from time to time.
“Proxy”	includes attorney.
“Redemption Day”	means any day identified as a redemption day in the Prospectus.
“Redemption Price”	means the applicable repurchase price per Investor Share determined in accordance with Article 9.5 sotto.
“Register”	means the register in which are listed the names of Members of the Company.
“Registered Office”	means the registered office at any time of the Company.
“Regulations”	means any guides, guidelines, rules, by-laws and/or regulations that may be in force from time to time pursuant to the ISAct, including the Licence Conditions, and any MFSA guidelines and guides, or other rules, guidelines, by-laws and/or regulations as may be applicable to the Company and the Sub-Funds.
“Secretary”	means any person appointed by the Directors to perform the duties of the secretary of the Company.
“Service Providers”	means any person that may be appointed from time to time to act as, and to provide to the Company the services of investment manager, administrator, investment advisor, custodian, prime broker or broker, trading advisors as well as any other service providers that may provide services to the Company from time to time.

“Settlement Date”	means the latest date(s) relative to the Subscription Day concerned by which payment of the Subscription Price for Shares of any class must be received or made as may be determined by the Directors from time to time and the Directors may at their discretion select different Settlement Date(s) for different purposes.
“Share”	means a share in the Company with no nominal value having the rights provided for under these Articles. Such shares shall be divided into classes according to the provisions of Article 3. Unless otherwise specified, the term “Share” shall include Investor Shares and Founder Shares.
“signed”	includes a signature or representation of a signature affixed by mechanical or other means and shall include electronic signatures.
“Sub-Fund”	means one or more classes of Investor Shares constituting that Sub-Fund to which are allocated assets and liabilities distinct from other assets and liabilities allocated to other Sub-Funds of the Company which may pursue investment objectives and adhere to investment policies different from those of the other Sub-Funds of the Company.
“Sub-Investment Manager”	where no third-party Investment Manager has been appointed by the Company, means the person or persons, which may be selected and appointed by the Company, to manage under the Board’s supervision, specified assets of a Sub-Fund, subject to particular terms of the agreement between such Sub-Investment Manager and the Company.
“Subscription Day”	means any day which may be identified as a subscription day in the Prospectus.
“Subscription Price”	means the applicable subscription price per Investor Share determined in accordance with Article 7 sotto.
“Supplement”	means any supplement to the Prospectus issued by the Company providing for any specific terms and conditions as may relate to a Sub-Fund or amending, supplementing, clarifying or modifying the terms of the Prospectus.
“UCITS Regulations”	means the Regulations implementing European Union Directive 2009/65/EC on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities.

“United States Dollars” or “USD” means the lawful currency of the United States of America.

“Valuation Point” means such point in time, in such place or places as specified in the Prospectus and/or Supplement, by reference to which the Net Asset Value is calculated.

1.2 Reference to enactments and to articles and sections of enactments and references to documents and agreements shall include reference to any amendments, modifications, extensions, substitutions or re-enactments thereof, as the case may be, for the time being in force.

1.3 Unless it appears otherwise from the context:

- (a) words importing the **singular** number shall include the **plural** number and vice versa;
- (b) words importing the masculine gender only shall include the **feminine** and **neutral** gender;
- (c) words importing **persons** only shall include companies or associations or bodies of persons, whether corporate or not;
- (d) the word “**may**” shall be construed as permissive and the word “**shall**” shall be construed as imperative;
- (e) the words “**month**” and “**year**” shall refer to a calendar month and a calendar year respectively; and
- (f) the expression “**at any time**” means at any time or times and includes for the time being and from time to time.

1.4 Subject to the above, any words defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

1.5 These Articles shall be read and construed subject to the mandatory provisions of any law in force for the time being, including but not limited to the Act, the ISAct and of any Regulations.

1.6 No deletion, amendment or addition to these Articles shall have any effect unless it is also approved by the Board and approved by the MFSA in advance of implementation.

2. Preliminary

2.1 The regulations contained in Part I of the First Schedule to the Act shall not apply to the Company.

2.2 The Preliminary Expenses shall be payable by the Company and, subject to any restrictions under the applicable law, the amount so payable may be carried forward in the accounts of the Company and amortised in such manner and over such period as the Directors may determine and the Directors may at any time and from time to time determine to lengthen or shorten such period.

2.3 Save to the extent that such expenses may be waived or otherwise discharged by any other person, the Company shall bear all Duties and Charges and other on-going expenses as may be incurred from time to time in the operation, management and administration of the Company including but not limited to:

- (a) all taxes and expenses which may be incurred in connection with the acquisition and disposal of the assets of the Company;
- (b) all taxes which may be payable on the assets, income and expenses chargeable to the Company;
- (c) all brokerage, bank and other charges incurred by the Company in relation to its business transactions (including charges in relation to any borrowing by the Company);
- (d) all fees and expenses due to a Service Provider, the legal advisers to the Company, any valuer, dealer, distributor or other supplier of services to the Company;
- (e) all expenses incurred in connection with the publication and supply of information to the Members and, in particular, without prejudice to the generality of the foregoing, the cost of printing and distributing the Annual Report, any report to the MFSA or any other regulatory authority, the half yearly or other report, any Prospectus, marketing or promotional material, and the costs of publishing quotations of prices and notices in the financial press and the costs of obtaining a rating for the Shares of the Company by a rating agency and all stationery, printing and postage costs in connection with the preparation and distribution of cheques, warrants, tax certificates and statements;
- (f) all expenses incurred in the registration of the Company with any government agencies or regulatory authorities in any jurisdiction where registration is available or necessary and in having the Shares of the Company listed or dealt in on any stock exchange or other regulated market;
- (g) all expenses arising in respect of legal or administrative proceedings; and
- (h) all expenses incurred in connection with the operation and management of the Company, including, without limitation to the generality of the foregoing, all Directors' fees and costs, all costs incurred in organising Directors' and Members' meetings and in obtaining proxies in relation to such meetings, costs incurred in keeping the Register, costs of any translations, all insurance premiums and association membership dues and all non-recurring and extraordinary items of expenditure as may arise.

2.4 The Preliminary Expenses, Duties and Charges and other expenses shall be allocated in accordance with Article 4 sotto.

3. Share Capital

3.1 The Directors may exercise all the powers of the Company to issue and allot Investor Shares of any class or classes pursuant to the Act. The Directors may also exercise all the powers of the Company to determine whether such Investor Shares as are issued constitute

a new Sub-Fund or form part of an existing Sub-Fund. Without prejudice to any special rights previously conferred on the existing Investor Shareholders, Investor Shares in a Sub-Fund may be issued by the Directors with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital, or otherwise as the Directors may from time to time determine.

- 3.2 The maximum number of Investor Shares which may be allotted or issued pursuant to this Article shall be ten billion (10,000,000,000), provided, however, that any Investor Shares which have been repurchased shall be deemed never to have been issued solely for the purpose of calculating the maximum amount of Investor Shares which may be issued.
- 3.3 Investor Shares shall only be issued or, if the Subscription Day is before the relevant Settlement Date, remain in issue if the Company receives, within the time limits set out in the Prospectus, the consideration for such Shares in the form of cash or other assets as applicable.
- 3.4 Investor Shares may be created as either distribution or accumulation Shares as the Directors may determine.
- 3.5 The Directors may delegate to any duly authorised Service Provider or to any duly authorised Officer or other person the powers referred to in Article 3.1 relating to the issue of Investor Shares as well as the duties of accepting the subscription to, receiving payment for and allotting or issuing new Investor Shares and all other related and ancillary acts.
- 3.6 The Directors in their absolute discretion may in whole or in part refuse to accept any application for Shares.
- 3.7 The Directors may pay such brokerage and/or commission, in money or shares, to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any Investor Shares or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any Investor Shares, as they may deem appropriate.
- 3.8 Investor Shares constituting a Sub-Fund or a class thereof may be denominated in any currency and different classes of Investor Shares within a Sub-Fund may be denominated in different currencies.
- 3.9 Subject to the provisions of Article 13.1, the Directors are hereby authorised from time to time to re-designate any existing class of Investor Shares and merge such class of Investor Shares with any other class or classes of Investor Shares, provided that Members in such class or classes are first notified by the Company and given the opportunity to have their Investor Shares redeemed.
- 3.10 For the purpose of enabling Investor Shares of one class to be re-designated or converted into Investor Shares of another class the Company may, subject to the ISAct, and the Act, take such action as may be necessary to vary or abrogate the rights attached to Investor Shares of one class to be converted so that such rights are replaced by the rights attached to the other class into which the Investor Shares of the original class are to be converted.
- 3.11 Where the Company issues Investor Shares in series of a class, the Company may convert Shares of one series of a class of Investor Shares into a different series within the same

class of Investor Shares in the circumstances and in the manner described in the Prospectus.

4. The Sub-Funds

- 4.1 With the prior approval of the MFSA, the Directors may, from time to time, establish Sub-Funds by the issue of one or more separate classes of Investor Shares or issue further classes of Investor Shares within existing Sub-Funds in each case on such terms as the Directors may resolve.
- 4.2 The assets and liabilities of each Sub-Fund of the Company shall be treated for all intents and purposes of law as a patrimony separate from the assets and liabilities of each other Sub-Fund.
- 4.3 The liabilities incurred in respect of each Sub-Fund shall only be paid out of the assets forming part of the patrimony of such Sub-Fund.
- 4.4 In the event that the liabilities of a particular Sub-Fund exceed its assets, then the proportion of liabilities in excess of the assets shall not be allocated to the other Sub-Funds or to the Company and the creditors of that Sub-Fund whose liabilities exceed its assets shall have no claim or right of action against the assets of the other Sub-Funds or of the Company.
- 4.5 Without prejudice to what is provided in Articles 4.2, 4.3 and 4.4 sopra, the assets and liabilities of each Sub-Fund shall be allocated in the following manner:
 - (a) the proceeds from the issue of Shares representing a Sub-Fund shall be applied in the books of the Company to that 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 Article;
 - (b) where any asset is derived from another asset, such derived asset shall be applied in the books of the Company to the same Sub-Fund as the assets from which it was derived and on each valuation of an asset, the increase or diminution in value shall be applied to the relevant Sub-Fund;
 - (c) where the Company incurs a liability which relates to a particular Sub-Fund or Sub-Funds or to any action taken in connection with a particular Sub-Fund or Sub-Funds, such a liability shall be allocated to the relevant Sub-Fund or Sub-Funds in accordance with the interest of each Sub-Fund or Sub-Funds; and
 - (d) where an asset or liability of the Company cannot be considered as being attributable to a particular Sub-Fund or Sub-Funds as above stated, such asset or liability, shall be allocated to all the Sub-Funds *pro rata* to the Net Asset Value of each Sub-Fund at the time the attribution is made or at such other time as the Directors may determine.
- 4.6 The Directors shall hold or shall cause to be held such separate accounts, records, statements and other documents as may be necessary to evidence the liabilities and assets of each Sub-Fund as distinct and separate from the assets and liabilities of all the other Sub-Funds and of the Company.

- 4.7 Without prejudice to what is provided in Article 4.5 sopra, when creating a new Sub-Fund with several classes or issuing a class of Investor Shares within an existing Sub-Fund the Directors may allocate a Fee, Duties and Charges, and on-going expenses on one or more classes on a basis which is different from that which applies in the case of other classes of Investor Shares within the same Sub-Fund.
- 4.8 Without prejudice to what is provided in Article 4.5 sopra, if the Directors determine that, notwithstanding the foregoing, the assets or liabilities in respect of the Company shall be attributed to one or more Sub-Funds or classes thereof on a basis different to that of another Sub-Fund or class thereof as may be set out in the Prospectus, the number of undivided parts in the net assets of the Sub-Fund to which each such Investor Share in the Sub-Fund or class thereof shall be entitled, shall be adjusted in such manner as the Directors shall determine so as to give effect to the different basis of attribution; provided that in so doing the Directors shall not damage or reduce the participatory rights of existing Investor Shareholders.

5. The Custodian, the Investment Manager and other Service Providers

- 5.1 The Directors may, subject to the approval of the holders of the Founder Shares, appoint such Service Providers as seen fit to carry out any one or more of the following functions:
- (a) Custodian with responsibility for the safe custody of all of the assets of the Company;
 - (b) cash managers and/or payment bankers to the Company with responsibility for the processing of payments to third parties;
 - (c) Investment Manager;
 - (d) Investment Advisor;
 - (e) Sub-Investment Manager(s);
 - (f) Administrator; and
 - (g) any other Service Provider as may from time to time be required or necessary.
- 5.2 The Directors may, in accordance with applicable law, entrust to and confer upon the Service Providers, or any of them, such of their powers, duties, discretions and/or functions exercisable by them as Directors in terms of the Memorandum and/or the Articles or in terms of any contract binding on the Company, upon such terms and conditions including the right to remuneration payable by the Company and with such powers of delegation and such restrictions as they think fit and keeping in view the functions for which the Service Provider has been engaged.
- 5.3 The terms of appointment of any Custodian may authorise such Custodian to appoint (with powers of sub-delegation) sub-custodians, nominees, agents or delegates at the expense of the Custodian (unless otherwise agreed with the Company) and to delegate any of its functions and duties to any person or persons so appointed, provided that any such appointment insofar as it relates to an appointment in relation to the assets of the Company shall terminate forthwith on termination of the appointment of the Custodian.

- 5.4 The terms of appointment of any Investment Manager may authorise such Investment Manager to appoint one or more sub-managers, administrators, distributors or other agents at the expense of the Investment Manager (unless otherwise agreed with the Company) and to delegate any of its functions and duties to any person or persons so appointed, provided that any such appointment or appointments shall terminate forthwith on termination of the appointment of the Investment Manager.
- 5.5 In the event of the Custodian or the Investment Manager, where one has been appointed, desiring to retire or being removed from office subject to the approval of the holders of the Founder Shares, the Company shall use its best endeavours to find a person willing to act, as the case may be, as Custodian or Investment Manager (in each case who must be approved by the MFSA) and upon so doing the Company shall appoint such person to be Custodian or Investment Manager in place of the former Custodian or Investment Manager, respectively, on or before the date on which such retirement or removal is to take effect. Subject to Article 5.6 sotto, the Custodian may not retire nor may the Company give notice to the Custodian terminating its appointment from office until such time as it appoints a replacement. The Investment Manager may not retire nor may the Company give notice to the Investment Manager terminating its appointment from office until such time as it (a) obtains the approval of the holders of the Founder Shares and either: (b) appoints a replacement; or (c) obtains the MFSA's approval to act as a 'self-managed scheme', whichever of (b) or (c) is the later.
- 5.6 If, within a period of six (6) months from the date on which the Custodian notifies the Company of its desire to retire or from the date on which the Custodian ceases to be approved by the MFSA, no replacement Custodian shall have been appointed, the Directors shall forthwith convene an extraordinary general meeting of the Company at which there shall be proposed an Extraordinary Resolution either to repurchase the Shares of the Company or to wind up the Company, and if an Extraordinary Resolution is passed to wind up the Company in accordance with the Act, the liquidator shall distribute the assets of the Company in accordance with the provisions of these Articles.
- 5.7 The appointment of the Custodian, the Investment Manager, the Investment Advisor and the Administrator by the Company and any replacement thereof, shall in each case be subject to the approval of the MFSA and the agreements appointing the Custodian, the Investment Manager, the Investment Advisor and the Administrator or any variation thereof in each case shall be submitted to the MFSA for prior approval.
- 5.8 The appointment or substitution of any Service Provider as well as the proposed retirement or removal thereof, shall in each case be notified in advance to the MFSA in accordance with the Regulations, where this is so required.
- 5.9 This Article 5 shall be without prejudice to the MFSA's power pursuant to the ISAct to require the replacement of a Service Provider.
- 6. Issue and Exchange of Investor Shares**
- 6.1 All allotments and all issues of Shares pursuant to subscriptions received on or prior to the relevant Closing Date of any Sub-Fund or class, shall be effected or made with effect from the first Business Day after the Closing Date and all issues of Shares thereafter shall be effected or made with effect from any Subscription Day.

- 6.2 Subject to the applicable law, the terms of the Prospectus and what is hereinafter provided, the Company may, following receipt by it, or its authorised agent, of the following:
- (a) an application to subscribe for Investor Shares in such form as the Company from time to time may determine; and
 - (b) such declarations as to the prospective Investor Shareholder's status, residence and otherwise as the Company from time to time may require including, where applicable, a written undertaking from the prospective Investor Shareholder to effect payment for the Investor Shares by the Settlement Date; and
 - (c) such representations and warranties as are required pursuant to Article 8.5,
- issue on the Closing Date or, thereafter, on the applicable Subscription Day such Investor Shares at the prevailing Subscription Price.
- 6.3 Payment for Investor Shares shall be made by the Settlement Date in the Base Currency at such time, place and manner and to such person, on behalf of the Company, as the Directors may from time to time determine.
- 6.4 If payment in full for any Investor Shares is not received, or in the event of non-clearance of funds, by the relevant Settlement Date or such later date as may be set out in the Prospectus, the Directors shall forthwith and with effect from the date of issue and allotment, cancel the issue and allotment and inform the applicant accordingly. In such cases the Company may charge the applicant for any resulting bank charges or market losses incurred by the Company.
- 6.5 If, following a cancellation under Article 6.4 sopra, any monies are received from the applicant (including subsequent clearance of funds), the Directors may either:
- (a) return the relevant monies to the applicant at his risk; or
 - (b) treat the relevant monies as payment for an application for Investor Shares in respect of the Subscription Day with a Settlement Date following receipt of such monies or of cleared funds.
- 6.6 If the Company receives payment for the Investor Shares in a currency other than the Base Currency, the Company shall convert or arrange for the conversion of the monies received into the Base Currency and shall be entitled to deduct from such monies all expenses incurred in the conversion.
- 6.7 The Company may, at the option of the Directors, satisfy any application to subscribe for Investor Shares of any class by procuring the sale or transfer to the applicant of fully-paid Investor Shares of the relevant class, the effective date of such sale or transfer to be the applicable Subscription Day. In any such case, references in these Articles to allotting or issuing Investor Shares shall, where appropriate, be taken as references to procuring the sale or transfer of Investor Shares.
- 6.8 Unless otherwise stated in the Prospectus or related Supplement, Members may request the exchange of Investor Shares in one class (the "**Original Shares**") for Investor Shares in another class (the "**New Shares**"), whether in the same Sub-Fund or otherwise, in accordance with the terms and procedures set out in the Prospectus regarding exchanges of

Shares. A request by an Investor Shareholder for the exchange of Shares shall be treated as a simultaneous request for the redemption of the Investor Shareholder's Original Shares and an application for New Shares with payment for the New Shares to be received, in whole or in part, from the redemption proceeds of the Original Shares and the provisions in these Articles on redemptions and subscriptions shall *mutatis mutandis* apply thereto with such variations as may be further set out in the Prospectus.

- 6.9 No issue shall be made in respect of an application which is less than the Minimum Investment (if any) or which would result in an Investor Shareholder holding less than the Minimum Holding (if any) or, in respect of any applicant for Investor Shares, unless, prior to the time that he shall become the owner of such Investor Shares and at such other time or times as the Company shall request, the applicant shall provide the Company with such documents and representations and warranties as may be required by the Company from time to time including those pursuant to Article 8.5. The Directors may refuse to accept an application to subscribe for Shares where the amount requested to be subscribed is less than the Minimum Dealing Amount.
- 6.10 The Company shall, at its option, be entitled to receive any securities, credit instruments (including promissory notes) or any other non-cash assets from a prospective Investor Shareholder and to sell, dispose of or otherwise convert such non-cash assets into cash and to apply such cash (net of any expenses incurred in the conversion) for the issue of Investor Shares in accordance with provisions hereof and to issue Investor Shares in consideration thereof in accordance with the applicable law and Article 7.2.
- 6.11 The Directors shall be entitled to issue Fractional Shares and same shall be consolidated, as provided for in the Memorandum.
- 6.12 The Directors may split Investor Shares into Shares of smaller value or integrate a number of Investor Shares into Shares with a greater value. Such exercise shall be made at the prevailing Net Asset Value per Share so as not to prejudice any Investor Shareholder in any manner.
- 6.13 The Directors may impose such restrictions as they think necessary for the purpose of ensuring that no Shares are acquired or held by any person in breach of the law or requirements of any country or governmental authority or in contravention of these Articles.
- 6.14 Applications for the issue of Shares shall, unless the Directors, or a delegate, otherwise agree, be irrevocable.

7. Price per Investor Share

- 7.1 The Initial Offering Price at which the Investor Shares shall be allotted or issued and the Fee, if any, payable on the issue of any Investor Shares shall each be determined by the Directors from time to time and shall be stated in the Prospectus.
- 7.2 The Subscription Price for any Investor Share on any Subscription Day shall be the Net Asset Value per Share of such Investor Share as determined in accordance with these Articles and the Prospectus increased by such Fees and/or Commissions payable on purchases as may be set out in the Prospectus or as provided for herein.

- 7.3 The Directors may require a prospective Investor Shareholder to pay to the Company, in addition to the Initial Offering Price or Subscription Price, such further Fees and/or further Commissions and/or Duties and Charges and/or Dilution Levy in respect of the Investor Shares acquired as the Directors from time to time may determine and set out in the Prospectus.
- 7.4 Subject to the provisions of any applicable law, the Directors may on any Subscription Day, under such conditions as may be stated by the Company at its sole discretion, issue Investor Shares on terms providing for payment to be made by the vesting in the Company by not later than the Settlement Date of any securities, credit instruments (including promissory notes) or any other non-cash assets which may be held by the Company and in connection therewith the following provisions shall apply in addition to the relevant provisions of the Act:
- (a) the Directors shall be satisfied that the terms of any such issue shall not be such as are likely to result in any material prejudice to the Investor Shareholders;
 - (b) the Investor Shares to be issued shall not be issued until such non-cash assets are vested in a manner that is to the Directors' satisfaction;
 - (c) the number of Investor Shares to be issued shall not exceed the number of Investor Shares which would have been issued for settlement in cash on the basis that the amount of such cash was an amount equal to the value of such non-cash assets to be so vested in the Company as determined by the Directors on the relevant Settlement Date; and
 - (d) any Duties and Charges or Commissions arising in connection with the vesting of such non-cash assets in the Company shall be paid by the person to whom the Investor Shares are to be issued.
- 7.5 No Investor Shares shall be issued on any Subscription Day on which the determination of the Net Asset Value is suspended pursuant to Article 11.6.

8. Eligibility Criteria for holders of Investor Shares

- 8.1 If it shall come to the notice of the Directors, or if the Directors shall have reason to believe that any Investor Shares are owned directly, indirectly or beneficially by:
- (a) any person in breach of any relevant condition laid down in the Prospectus, or in the applicable Supplement, or of any law or requirement of any country or government authority or by virtue of which such person is not qualified to hold such Investor Shares; or
 - (b) any person who is acquiring, or has acquired, such Investor Shares on behalf of or for the benefit of, a person indicated under (i) above without the consent of the Directors; or
 - (c) any person who does not supply any of the information or declarations required hereunder within seven (7) days of a request to do so being sent by the Directors; or

- (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 person or persons whether connected or not, or any other circumstances appearing to the Directors to be relevant) in the opinion of the Directors might result in the Company or any Member incurring any liability to taxation or suffering pecuniary or administrative disadvantages which the Company or such Member might not otherwise have incurred or suffered;

the Directors shall be entitled to give notice in writing (in such form as the Directors deem appropriate) to such person or persons requiring him or them to transfer such Investor Shares to a person who is qualified or entitled to own the same or request in writing the redemption of such Investor Shares in accordance with the Articles.

- 8.2 If any person, upon whom such a notice is served as aforesaid does not within thirty (30) days of the date of such notice, transfer such Investor Shares or request in writing the Company to repurchase the Investor Shares, he shall be deemed forthwith upon the expiration of thirty (30) days to have so requested the redemption of all of his Investor Shares which are the subject of such notice, whereupon the Directors shall be entitled to appoint any person to execute such documents as may be required for the purpose of the redemption. The deemed request to repurchase may not be withdrawn, notwithstanding that the determination of the Net Asset Value and the Net Asset Value per Share for such Investor Shares may have been suspended.
- 8.3 Subject to any requisite official consents first having been obtained, settlement shall be effected by depositing the redemption monies or proceeds of sale in a bank or in Court for payment to the person entitled upon such consents being obtained and, if relevant, against production of such evidence of ownership as the Directors may require representing the Investor Shares previously held by such person, together with the redemption request duly signed. The Directors may deduct from any such redemption monies or proceeds of sale such sum as they may in their discretion determine to compensate the Company for any pecuniary, tax or other disadvantage suffered by the Company in the circumstances envisaged in Article 8.1. Upon deposit of such redemption monies as aforesaid, such person shall have no further interest in such Investor Shares or any of them, or any claim in respect thereof, except the right to claim without recourse to the Company, the purchase monies so deposited (without interest) upon such consents being obtained and against the production of the said evidence of ownership with the redemption request duly signed.
- 8.4 The Directors 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 in the Articles) as they may think necessary for the purpose of ensuring that no Investor Shares are acquired or held by any person as described in Article 8.1 *sopra*. Any such restrictions shall be stated in the Prospectus and other offering materials issued by the Company from time to time.
- 8.5 The Directors may, upon an application for Investor Shares or on a transfer or transmission of Investor Shares or at any other time, and from time to time, require such evidence or declaration or other form to be furnished to them in connection with the matters stated in Article 8.1 *sopra* as they shall in their discretion deem fit, and may also require that any such declaration be renewed or updated.

- 8.6 If a person becomes aware that he is holding or owning Investor Shares in contravention of the Articles, he shall forthwith, and in writing, request the Company to repurchase such Investor Shares in accordance with the Articles or shall transfer such Investor Shares to a person duly qualified to hold the same unless he has already received a notice under Article 8.1 sopra.
- 8.7 The Directors may resolve that the foregoing provisions of this Article 8 shall not be applied, in whole or in part, for a defined period or otherwise.
- 8.8 Provided that the powers shall have been exercised in good faith, the exercise by the Directors of the powers conferred by this Article 8 shall not be questioned or invalidated in any case on the ground that there was insufficient evidence of ownership of Investor Shares by any person or that the true ownership of any Investor Shares was otherwise than as appeared to the Company at the relevant date.

9. Repurchase of Shares

- 9.1 The Company may repurchase its own fully paid Shares at any time in accordance with the provisions of this Article. A request by a Member to the Company or its authorised agent to repurchase all or any part of his Shares may be made by a Member at such time/s and under such conditions as may be set out in the Prospectus or otherwise determined by the Company from time to time; provided that a request for the repurchase of a part of a Member's holding of Investor Shares will, unless otherwise provided in the Prospectus or determined by the Directors as allowed under such Prospectus, not be valid to the extent that it will result in an Investor Shareholder holding less than the Minimum Holding (if any) and will accordingly be reduced *pro rata* by such amount as is necessary to enable an Investor Shareholder to hold at all times such Minimum Holding. The Directors may refuse to effect a redemption where the request for redemption is for less than the Minimum Dealing Amount.
- 9.2 A request for repurchase of Shares shall be in such form, in such manner and made at such time as may be set out in the Prospectus or otherwise determined by the Company from time to time. A request for repurchase of Shares shall be irrevocable and, unless otherwise provided for in the Prospectus, shall be filed by a Member in written form at the Registered Office, or at the office of the person or entity from time to time designated by the Company as its agent for the repurchase of Shares, and the Company shall, on being satisfied of the Members' entitlement, proceed with the repurchase as hereunder follows.
- 9.3 On receipt of a valid request for repurchase of Investor Shares duly completed, the Company shall repurchase the Investor Shares as requested on the Redemption Day on which the repurchase request is effective as may be stated in the Prospectus subject to any suspension of this repurchase obligation pursuant to Article 11.6 sotto. Shares in the capital of the Company which are repurchased by the Company shall be cancelled and will be available for reissue.
- 9.4 The Company may, at the option of the Directors, satisfy any repurchase request in respect of Investor Shares by procuring the purchase from the relevant Member of such Investor Shares at not less than the total redemption proceeds established in accordance with Article 9.5 sotto. The effective date of any such purchase shall not be later than the relevant

Redemption Day with payment to follow by not later than the date for settlement of redemption proceeds set out in the Prospectus.

- 9.5 The Redemption Price shall be the then prevailing Net Asset Value per Share on the Redemption Day on which the repurchase request is effective as may be stated in the Prospectus less any Fees payable on redemptions as may be set out in the Prospectus or as provided for herein. The redemption proceeds shall be reduced by any applicable further Fees and/or Duties and Charges and/or Dilution Levy and paid in the manner set out in the Prospectus or related Supplement.
- 9.6 At the discretion of the Directors and with the approval of the redeeming Member(s) and of the Custodian, the Company may satisfy any repurchase request by the transfer to those Members of assets of the relevant Sub-Fund *in specie*, provided that the Company shall transfer to each Member that proportion of the assets of the Sub-Fund which is at least equal to the Net Asset Value of the Investor Shares being redeemed, provided always that the nature of the assets and the type of the assets to be transferred to each Member be determined by the Directors on such basis as the Directors with the consent of the Custodian shall deem equitable and not prejudicial to the interests of the remaining Members. For such purposes, the Directors shall draw up a valuation report which shall include: (a) a description of each of the assets comprising the consideration; (b) the value of each asset and a description of the method of valuation used; and (c) a confirmation that the value of the consideration is at least equal to the Net Asset Value of the Shares being redeemed in return for such consideration. The value of the assets shall be determined on the same basis used in calculating the Net Asset Value. Such valuation report shall be held at the Registered Office and shall be made available to the MFSA for inspection during compliance visits.
- 9.7 The Directors may establish a percentage of the outstanding Investor Shares in excess of which repurchase requests may be subject to conditions as may be stated in the Prospectus. The Prospectus shall state in detail the circumstances when such conditions shall apply and the terms applicable thereto.
- 9.8 If the determination of the Net Asset Value and the Net Asset Value per Share is suspended beyond the day on which it would normally occur by reason of a declaration by the Directors pursuant to Article 12.1, the right of a Member to have his Investor Shares redeemed or repurchased pursuant to these Articles shall be similarly suspended and during the period of suspension he may withdraw his request for redemption of Investor Shares. Any withdrawal of a request for redemption under the provisions of this Article shall be made in writing and shall only be effective if actually received by the Company or its duly authorised agent before termination of the period of suspension. If the request is not so withdrawn, the redemption or repurchase of the Investor Shares concerned shall be made on the next Redemption Day following the end of the suspension.

10. Redemption by the Company

- 10.1 If at any time, after the first anniversary of incorporation of the Company, the Net Asset Value of all the Investor Shares in issue shall be less than fifty million Euro (EUR 50,000,000) (or its equivalent) and remain so for a period of not less than twelve (12) consecutive weeks, the Company may, subject to giving at least three (3) months' prior notice and making payment within the timeframes stipulated in the Prospectus to all

Investor Shareholders of the Company, repurchase all the Investor Shares of the Company not previously repurchased.

- 10.2 If at any time the Net Asset Value of any class of Investor Shares (whether or not constituting a Sub-Fund) shall be less than three million Euro (EUR 3,000,000) (or its equivalent) and remain so for a period of not less than twelve (12) consecutive weeks the Company may, subject to giving at least three (3) months' prior notice and making payment within the timeframes stipulated in the Prospectus to all Investor Shareholders of such class, repurchase all the Investor Shares in that class not previously repurchased.
- 10.3 If all of the Shares in the Company, a Sub-Fund or class are to be repurchased (as set out in this Article or otherwise), the Company may, with the sanction of an Extraordinary Resolution of the holders of Investor Shares of the relevant class(es), divide amongst the said Members *in specie* all or any part of the assets of the Company, Sub-Fund or attributable to such class (as applicable) according to the value of the Shares then held by each Member as determined in accordance with Article 11 hereof and with the Prospectus; provided that no such Member shall be obliged to accept any asset with respect to which there is an unlimited liability. Where the class or classes to be repurchased in accordance with Article 10.2 *sopra* do not represent an entire Sub-Fund, the provisions of Article 9.6 shall also *mutatis mutandis* apply with any reference to approval by the redeeming Member(s) instead taken as a reference to approval by means of an Extraordinary Resolution of the holders of Investor Shares of the relevant class(es) as aforesaid.
- 10.4 If all of the Investor Shares in a Sub-Fund are to be repurchased as aforesaid and the whole or any part of the business or property of the Sub-Fund is proposed to be transferred or sold to another company or unit trust scheme (hereinafter called the "Transferee"), the Company may, with the sanction of an Extraordinary Resolution of the holders of Investor Shares in respect of that Sub-Fund conferring either a general authority to the Directors or an authority in respect of any particular arrangements, receive in compensation or part compensation for the transfer or sale, shares or units or other like interest or property in or of the Transferee for distribution among those Investor Shareholders, or may enter into any other arrangement whereby any Investor Shareholder may in lieu of receiving cash or property, or in addition thereto, participate in the profits of, or receive any other benefit from the Transferee.
- 10.5 If the Directors determine that the continuing ownership of Investor Shares by a particular Investor Shareholder would cause an undue risk of adverse tax or other consequences to the Company or any of its Members, or if the Directors otherwise determine that such ownership of Investor Shares is not in the best interests of the Company, the Company may compulsorily repurchase all or part of the Investor Shares of such Investor Shareholder at any time in accordance with the procedures set out in the Prospectus relating to compulsory redemption of Investor Shares.
- 10.6 Investor Shares of any class may be redeemed on the authority of the Directors to comply with the equalisation arrangements (if any) established in the Prospectus,

11. Determination of Net Asset Value

- 11.1 The Company shall, at each Valuation Point, determine the Net Asset Value and the Net Asset Value per Share of each relevant class of Investor Shares, which shall be the value of

the assets less the liabilities of the Company attributable to such class divided by the number of Shares in issue or deemed to be in issue in such class. The Net Asset Value and the Net Asset Value per Share shall be expressed in the Base Currency (or in such other currency as the Directors shall determine) as a per Share figure for each class of Shares in issue rounding down to such decimal figure of the relevant Base Currency as may be outlined in the Prospectus or the related Supplement. The frequency of Valuation Points shall be determined in accordance with the Prospectus which frequency shall, unless otherwise permitted by the Licence Conditions, not in any case be less than twice every month.

- 11.2 Subject to the provisions of Article 11.3, the value of the assets comprised in a Sub-Fund shall be ascertained on the following basis:

Quoted Investments

- (a) the value of any Investment quoted, listed or normally dealt in, on or under the rules of an Approved Regulated Market shall be calculated in the following manner:
 - (i) by reference to the price appearing to the Directors to be the latest available dealing price or (if bid and offered quotations are made) the latest available middle quotation on such Approved Regulated Market; and
 - (ii) if an Investment is quoted, listed or normally dealt in, on or under the rules of more than one Approved Regulated Market, the Directors may adopt the price or, as the case may be, the middle quotation on the Approved Regulated Market which, in their opinion, provides the principal market for such Investment; and
 - (iii) in the case of any Investment which is quoted, listed or normally dealt in, on or under the rules of an Approved Regulated Market but in respect of which, for any reason:
 - (A) prices on that Approved Regulated Market may not be available at any relevant time; or
 - (B) the value thereof based on the said prices or quotations as described in paragraphs (i) and (ii) supra does not establish, in the opinion of the Directors, the fair value of any Investment,

then the value thereof shall be determined by such professional person as may be appointed by the Directors for such purpose or generally in relation to some or all the Investments of the Company and for such time as may be determined by the Directors. Details of any selection criteria for the appointment of a professional person as aforesaid may be set out in the Prospectus or relevant Supplement.

Unquoted Investments

- (b) the value of any Investment which is not quoted, listed or normally dealt in, on or under the rules of an Approved Regulated Market shall be the initial value thereof ascertained as hereinafter provided or the value thereof as assessed on the latest valuation thereof made in accordance with the provisions hereinafter contained. For this purpose:

- (i) the initial value of such an Investment shall be the amount expended by the Sub-Fund in the acquisition thereof (including in each case the amount of the stamp duties, commissions and other expenses incurred in the acquisition thereof and the vesting thereof in the Company); or
- (ii) the Directors may at any time cause a valuation to be made of any such Investment at a fair market value by such competent person as may be appointed for such purpose by the Directors. Details of any selection criteria for the appointment of a competent person as aforesaid may be set out in the Prospectus or relevant Supplement.

Units in a Collective Investment Scheme

- (c) the value of each unit or share in any collective investment scheme which provides for the units or shares therein to be realised at any time at net asset value shall be the last published net asset value per unit or share.

Cash, deposits and similar property

- (d) cash, deposits and similar property shall be valued at their face value (together with accrued interest).

Other Investments and General

- (e) other Investments shall be valued in such manner and at such time or times as the Directors shall from time to time determine.
- (f) where any Investment has been agreed to be acquired or realised but such acquisition or disposal has not been completed, such Investment shall be included or excluded, as the case may be, and the gross acquisition or net disposal consideration included or excluded as the Directors shall from time to time determine.
- (g) there shall be included in the assets an amount equal to all such costs, charges, fees and expenses as the Directors may have determined to amortise less the amount thereof which has previously been or is then to be written off.
- (h) where an amount in one currency is required to be converted into another currency, the Directors may effect such conversion using the latest available rates of exchange as the Directors shall determine at the relevant time except where otherwise specifically provided therein.
- (i) where the current price of an Investment is quoted ex dividend or interest, there shall be added to the assets a sum representing the amount of such dividend receivable by the Sub-Fund but not yet received, and there shall be taken into account interest accrued on interest-bearing Investments up to the date at which the valuation is made unless such interest is included in the price or quotation referred to in paragraph (a) supra.
- (j) there shall be added to the Investments the amount of income (if any) available for allocation in respect of the last preceding Accounting Period but in respect of which no allocation has been made.

- (k) any amount of dividend which has been declared by the Company but not paid will continue to be treated as an asset until it is actually paid.
- (l) financial derivative instruments shall be valued on the basis of the prices provided by the counterparty to the OTC financial derivative instrument.

Deductions

- (m) there shall be deducted from the assets the total amount (whether actual or estimated by the Directors) of any other liabilities properly payable including tax (if any) as in the estimate of the Directors is chargeable in respect of the current or previous Accounting Period, outstanding borrowings, and accrued interest on borrowings (if any), but excluding liabilities taken into account in terms of subparagraph (n) sotto;
- (n) where, in consequence of any notice or repurchase request duly given, a reduction of the Sub-Fund by the cancellation of Shares has been or is to be effected but payment in respect of such reduction has not been completed, the Shares in question shall be deemed not to be in issue and any amount payable in cash or Investments out of the capital of the Sub-Fund in pursuance of such reduction shall be deducted.

11.3 For the purposes of this Article:

- (a) monies payable to the Company in respect of the allotment or issue of Shares shall, until receipt on the Settlement Date, be deemed to be an asset of the relevant Sub-Fund;
- (b) monies payable by the Company as a result of the cancellation of allotments or issues or on the compulsory repurchase or transfer of Shares or on repurchase of Shares shall, until settlement is made, be deemed to be a liability of the relevant Sub-Fund; and
- (c) monies due to be transferred as a result of an exchange of Investor Shares from one class to another in terms of Article 6.8 sopra shall, until the relevant Settlement Date, be deemed to be a liability of the first class and an asset of the second class.

11.4 Notwithstanding anything contained in Article 11.2 sopra, the Directors may, after consultation with the Custodian, adjust the value of any Investment or other property or permit some other method of valuation to be used if they consider that in the circumstances (including without limitation a material volume of subscriptions or requests for repurchase of Shares in the Sub-Fund; or the marketability of the Investments or other property; or such other circumstances as the Directors deem appropriate) such adjustment or other method of valuation should be adopted to reflect more fairly the value of such Investment or other property.

11.5 The Directors shall not be under any liability by reason of the fact that a value reasonably believed by them to be the correct value of any Investment may subsequently be found not to be correct.

- 11.6 Without prejudice to its general powers to delegate its functions under these Articles, the Company may delegate any of its functions in relation to the calculation of Net Asset Value to the Investment Manager, the Administrator or to any other duly authorised person. In the absence of wilful misconduct or manifest error, every decision taken by the Company, the Investment Manager, the Administrator or any duly authorised person in calculating the Net Asset Value shall be final and binding on the Company and on present, past or future Members.
- 11.7 The Company, the Investment Manager, the Administrator and/or any other delegate shall not be responsible for any error in calculating the value of assets, if the Company, the Investment Manager, the Administrator or other delegate has acted in good faith when making such calculations.

12. Suspension of Determination of Net Asset Value and Redemptions

- 12.1 The Company may, at any time and in the instances outlined in the Prospectus, temporarily suspend the determination of the Net Asset Value and the Net Asset Value per Share of Investor Shares as well as the issue of Investor Shares and the repurchase (including exchange) of all or part of such Investor Shares for which repurchase requests have been received.
- 12.2 The Company may elect to treat the first Valuation Point, Subscription Day or Redemption Day on which the conditions giving rise to the suspension have ceased, respectively as a substitute Valuation Point, Subscription Day or Redemption Day in which case the Net Asset Value calculations and all issues and repurchases of Shares shall be effected on, or in respect of, the substitute Valuation Point, Subscription Day or Redemption Day as applicable.
- 12.3 Any such suspension shall be appropriately published by the Company on any communication medium as may be approved by the Custodian and the MFSA. The Company shall furthermore notify such suspension to all persons who in the opinion of the Company are likely to be affected thereby in such manner as it may deem appropriate. Any such suspension shall be notified immediately to the MFSA.

13. Variation of Class Rights

- 13.1 If at any time the share capital of the Company is divided into different classes of Shares, the rights attached to any class (unless otherwise provided by the terms of issue) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of not less than three fourths (¾) in number of the issued Shares of that class, or with the sanction of an Extraordinary Resolution passed at a separate general meeting of the holders of the Shares of that class, to which the provisions of these Articles relating to general meeting shall *mutatis mutandis* apply, save that the quorum for a general meeting where a variation of the rights attached to a class of Shares will be discussed (hereinafter a “**variation of class rights meeting**”) shall be:
- (a) for a meeting other than an adjourned meeting, persons present holding in the aggregate at least fifty one per cent. (51%) of the voting rights of the class in question;
 - (b) for an adjourned meeting, one (1) person holding Shares of the class in question; or

(c) where the class has only one (1) Member, that Member.

13.2 For the purposes of Article 13.1 sopra, where a person is present by proxy or proxies, he is to be treated as holding only the Shares in respect of which the proxies are authorised to exercise voting rights.

13.3 For the purposes of this Article:

(a) any alteration of a provision contained in these Articles for the variation of rights attached to a class of Shares, or the insertion of any such provision into the Articles, is itself to be treated as a variation of those rights; and

(b) references to the variation of rights attached to a class of Shares include references to their abrogation.

13.4 The special rights attached to any class of Shares having preferential rights shall (unless otherwise expressly provided by the conditions of issue of such Shares) be deemed not to be varied by:

(a) the creation, allotment or issue of further Shares ranking *pari passu* therewith;

(b) the creation, allotment, issue or redemption of Shares of any class;

(c) if the Company shall be wound up; or

(d) the conversion of Shares of any class into Shares of another class.

14. Investment Objectives

14.1 The investment objectives of any Sub-Fund from time to time established by the Company shall be set out in the Prospectus or related Supplement. Any amendments to the investment objectives of such Sub-Fund shall be varied with the consent in writing of a simple majority of the holders of issued Shares in that Sub-Fund or with the sanction of an Ordinary Resolution passed at a meeting of Investor Shareholders of that Sub-Fund.

14.2 In seeking to achieve the investment objectives of any Sub-Fund the Company will generally follow the investment strategies set out in the Prospectus or related Supplement and, without prejudice to the powers of the Company in Article 14.3 sotto, shall be subject to the investment restrictions set out in the Prospectus or related Supplement.

14.3 The Company may, in seeking to achieve the investment objectives of any Sub-Fund, employ techniques and instruments relating to the investments subject to the conditions and within the limits, if any, from time to time set out in the Prospectus or related Supplement.

15. Indirect Interests in Shares

15.1 No person shall be recognised by the Company as holding any Shares on trust or as a nominee and the Company shall not be bound by or recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any Shares or (except only as otherwise provided in these Articles or as may be required by law) any other right in respect of any Share, except an absolute right of title thereto in the registered holder; provided that nothing in this Article shall limit the rights of a Member to pledge his Shares

or the duties of the Company to record the interest of a pledge in Shares so pledged. Provided further that in any event the Directors, or whoever the Directors delegate with this function, shall only accept a person to be registered as nominee if such person is bound by the Prevention of Money Laundering Act (Cap. 373, Laws of Malta) (the "PMLA") and regulations issued thereunder or if such person is a national or a resident of a country which is considered to be a reputable jurisdiction (as defined in the PMLA) and is subject to an equivalent level of legislation and regulation as that to which he may be subject under the PMLA. The Directors may impose such further conditions on Share ownership as they deem necessary in the Prospectus.

- 15.2 Without prejudice to Article 15.1 sopra, the Directors may serve notice on any Member requiring that Member to disclose to the Company the identity of any person (other than the Member) who has an interest in the Investor Shares held by the Member. Any such notice shall require any information in response to such notice to be given within such time periods as may be set out in the Prospectus or, failing that, such other reasonable time as the Directors may determine.
- 15.3 If any Member is in default in supplying to the Company the information required by the Company under Article 15.2 sopra, within the prescribed period, the Directors in their absolute discretion may serve a direction notice on the Member. The direction notice may direct that in respect of the Investor Shares in respect of which the default has occurred (the "Default Shares") and any other Investor Shares held by the Member, dividends on such Default Shares will be retained by the Company (without interest), and that no transfer of the Default Shares (other than a transfer approved under these Articles) shall be registered until the default is rectified.

16. Confirmation of Ownership

- 16.1 A Member shall have his title to Shares evidenced by having his name, address and the number of Shares held by him entered in the Register which shall be maintained in the manner required by these Articles and the applicable law.
- 16.2 A Member whose name appears in the Register shall not be entitled to be issued any share certificate but will receive written confirmation of ownership representing the number of Shares held by him.
- 16.3 Shares issued by the Company shall, so long as they are fully paid up and rank *pari passu* for all purposes with all other Shares in the same class, not bear distinctive numbers.
- 16.4 The Register may be kept on magnetic tape or in accordance with some other appropriate mechanical or electronic system, provided that legible evidence can be produced therefrom to satisfy the requirements of the applicable law and of these Articles.
- 16.5 The Directors shall cause to be entered in the Register, in addition to the particulars required to be so entered by law and elsewhere in these Articles, the following particulars:
- (a) the name and address of each Member (save that in the case of joint holders, the address of the first named holder only need be entered) and a statement of the Shares held by him;
 - (b) the date at which each person was entered in the register as a Member;

- (c) the date at which any person ceased to be a Member; and
 - (d) subject to Article 15.1 sopra, whether the Member holds the Shares for his own account or as nominee or trustee.
- 16.6 The Directors shall not be bound to register more than four (4) persons as the joint holders of any Share or Shares.
- 16.7 Where two (2) or more persons are registered as the holders of any Share they shall be deemed to hold the same as joint holders, subject to the following provisions:
 - (a) the joint holders of any Shares shall be liable, severally, as well as jointly, in respect of all payments which ought to be made in respect of such Shares;
 - (b) any one of such joint holders may give effectual receipts for any dividend, bonus or return of capital, payable to such joint holders;
 - (c) the vote of the first-named of joint holders who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holders; and
 - (d) for the purpose of the provisions of this Article, the first-named shall be determined by the order in which the names of the joint holders stand in the Register.
- 17. Register of Members**
- 17.1 The Register shall be kept in such manner as to show at all times the Members of the Company for the time being and the Shares respectively held by them.
- 17.2 In the absence of manifest error, the Register shall be conclusive evidence as to the persons entitled to the Shares entered therein.
- 17.3 The Register shall be open to inspection at the Registered Office in accordance with the Act.
- 17.4 The Company may, in accordance with the Act, close the Register for any time or times not exceeding, in total, thirty (30) days in each year.
- 17.5 Each Member shall inform the Company by means of a notice addressed to the Company of any change in his address or other relevant personal details such that the Register may be kept updated.
- 18. Transfer of Shares**
- 18.1 All transfers of Shares shall be effected by a transfer in writing in any usual or common form in Malta or in such other form as the Directors may from time to time determine. Every form of transfer shall state the full name and address of the transferor and transferee.
- 18.2 The Directors may decline to register any transfer of Shares unless the instrument of transfer or an authentic copy thereof is deposited at the Registered Office or at such other place as the Directors may reasonably require, with such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer.

- 18.3 The Directors may also in their discretion, absolutely decline to give effect to the proposed transfer of any Share and may withhold approval if the manner, form or evidence of transfer or assignment is unacceptable, if the transfer violates the Minimum Investment or Minimum Dealing Amount (as applicable) or which would result in an Investor Shareholder holding less than the Minimum Holding (if any) requirements of the Company, if the transfer might violate applicable laws, where all required documentation is not submitted, or when such transfer is deemed by the Directors in their absolute discretion to be contrary to the best interests of the Company by virtue of directly or potentially resulting in legal, pecuniary, regulatory, taxation or material administrative disadvantage to the Company or its shareholders as a whole. The Directors may also, in their sole and absolute discretion and for whatever reason, decline to register the transfer of a Share. Any prospective transferee must also comply with all the obligations imposed on Members of the Company for entitlement to Shares and make such declarations and provide such other information that is requested of them in terms of these Articles or in terms of the Prospectus or in terms of any applicable law.
- 18.4 If the Directors decline to register a transfer of any Share they shall, within two (2) months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal.
- 18.5 The Directors may, during any period where the Register is closed in accordance with Article 17.4 sopra, also suspend the registration of any transfers for all or part of such period.
- 18.6 All instruments of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Directors may decline to register shall (except in the case of fraud) be returned to the person depositing the same.
- 18.7 No fee shall be charged for the registration of transfers of Shares or any documents relating to or affecting the title to any Share.

19. Transmission of Shares

- 19.1 In the case of the death of a Member, the lawful heirs, legatees, survivors or survivor, where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole or surviving holder, shall, subject to the provisions of this Article 19, be the only person recognised by the Company as having title to his interest in the Shares, but nothing in this Article shall release the estate of the deceased holder, whether sole or joint, from any liability in respect of any Share solely or jointly held by him.
- 19.2 Any guardian of an infant Member and any guardian or other legal representative of a Member under legal disability and any person entitled by operation of law or otherwise to a Share in consequence of the death, insolvency or bankruptcy of a Member (whether acting on his own account or as nominee) shall, upon producing such evidence of his title together with such other declarations or documentation as the Directors may require (at the expense of such person) confirming such entitlement, have the right either to register himself as the holder of the Share or to make such transfer thereof as the deceased, insolvent or bankrupt Member could have made, provided that in either case such person or transferee satisfies and complies with all the other requirements laid down in these Articles and in the Prospectus and imposed on Members for entitlement to Shares, and provided further that

the Directors shall, in either case, have the same right to refuse or suspend registration as they would have had in the case of a transfer of the Share by the infant or by the deceased, insolvent, bankrupt or otherwise legally incapacitated Member before the death, insolvency, bankruptcy or legal incapacitation of the Member. For the purposes of this Article, an application by any such person or transferee to be registered as a Member shall for all intents and purposes be deemed to be a transfer of Shares of the deceased, insolvent, bankrupt or legally incapacitated Member and the Directors shall treat it as such.

- 19.3 A person so becoming entitled to a Share in consequence of the death, insolvency or bankruptcy of a Member shall have the right to receive and may give a discharge for all monies payable or other advantages due on or in respect of the Share, but he shall not be entitled to receive or waive notice of or to attend or vote at meetings of the Company, nor save as aforesaid, to any of the rights and privileges of a Member unless and until he shall be registered as a Member in respect of the Share. The Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the Share and, if the notice is not complied with within ninety (90) days, the Directors may thereafter withhold all monies payable or other advantages due in respect of the Share until the requirements of the notice have been complied with.

20. Untraced Members

- 20.1 The Company shall also be entitled to sell (at a price which the Company shall use its reasonable endeavours to ensure is the best obtainable) or repurchase any Share of a Member or any Share to which a person is entitled by transmission *causa mortis* or on insolvency or otherwise by operation of the law if, and provided that:
- (a) during a period of not less than six (6) years prior to the date of the publication of the advertisements referred to below (or, if published on different dates, the first thereof) at least three (3) dividends in respect of the Shares in question have become payable and no dividend in respect of those Shares has been claimed; and
 - (b) at the expiration of the said period of six (6) years, by notice sent by pre-paid letter addressed to the Member or to the person entitled by transmission or by advertisement in a national daily newspaper published in Malta or in a newspaper circulating in the area in which the last known address of the Member or the address at which service of notices may be effected under these Articles is located, the Company has given notice of its intention to sell the said Share;
 - (c) during the period of three (3) months after the date of the advertisement and prior to the exercise of the sale of the said Share, the Company has not received any communication neither of the whereabouts nor of the existence of such Member or person; and
 - (d) if the Shares are listed or quoted on a stock exchange or other regulated market the Company has first given notice in writing to the appropriate section of such stock exchange or other regulated market of its intention to redeem such Shares, if it is required to do so under the rules of such stock exchange or other regulated market.
- 20.2 The Company shall account to the Member or to the person entitled to such Share for the net proceeds of such sale by carrying all moneys in respect thereof in a separate interest

bearing account which shall be a permanent debt of the Company (but not of the relevant Sub-Fund) and the Company shall be deemed to be a debtor and not a trustee in respect thereof for such Member or other person.

- 20.3 The foregoing provisions of this Article 20 are subject to any restrictions applicable under any regulations relating to the holding and/or transferring of securities in any paperless system as may be introduced from time to time in respect of the Shares of the Company or any class thereof.

21. General Meetings

- 21.1 All general meetings of the Members in the Company enjoying a right to receive notices from the Company as well as a right to attend and vote at such meeting (each an “**Eligible Member**”) shall be held in Malta, or at such other place as the Directors may determine for any specific general meeting.
- 21.2 The lapse of time between the date of one annual general meeting of the Company and that of the next shall not exceed that stipulated in the Act; provided that so long as the Company holds its first annual general meeting within eighteen (18) months of its date of registration in Malta it need not hold it in the year of its registration. Subsequent annual general meetings shall be held once in each year and not more than six (6) months after the end of the financial year of the Company as determined by the Directors from time to time at such time and place in Malta as may be determined by the Directors.
- 21.3 All general meetings (other than annual general meetings) shall be called extraordinary general meetings.
- 21.4 A Member participating by video link or telephone conference call or other electronic or telephonic means of communication in a meeting at which a quorum is present shall be treated as having attended that meeting provided that the Members present at the meeting can hear and speak to the participating Member.
- 21.5 A video link or telephone conference call or other electronic or telephonic means of communication in which a quorum of Members participates and all participants can hear and speak to each other shall be a valid meeting which shall be deemed to take place where the Chairman is present unless the Members resolve otherwise.
- 21.6 The Directors may call an extraordinary general meeting whenever they think fit and extraordinary general meetings shall be convened on such requisition, or in default may be convened by such requisitionists, and in such manner as provided by the Act.
- 21.7 The Directors shall call an extraordinary general meeting whenever by notice in writing the Custodian requests such meeting to be convened to consider any resolution relating to the termination of the appointment of the Custodian or any alteration or amendment to the Custodian Agreement or any resolution which the Custodian considers necessary in the interests of the Members.
- 21.8 The Directors shall call an extraordinary general meeting whenever by notice in writing the Investment Manager requests such meeting to be convened to consider any resolution relating to any matters which the Investment Manager considers to be necessary in the interests of the Members and/or otherwise desirable.

22. Notice of General Meetings

- 22.1 At least twenty one (21) Clear Days' notice specifying the place, the day and the hour of the meeting, and in the case of special business the general nature of such business (and in the case of an extraordinary general meeting specifying the meeting as such) shall be given in the manner hereinafter mentioned to Eligible Members.
- 22.2 A general meeting may be called by shorter notice than otherwise required if all the Eligible Members so agree.
- 22.3 The Directors, the Founder Shareholders, the Investment Manager, the Auditors, the Administrator (and its delegates), the Custodian and any other entity to which the day-to-day investment management of the Company has been delegated shall each be entitled to receive notice of, and attend and speak at, any general meeting of the Company.
- 22.4 In each notice calling a meeting of the Company, there shall appear with reasonable prominence a statement that an Eligible Member is entitled to appoint one or more proxies to attend and vote instead of him and that a proxy need not also be an Eligible Member.
- 22.5 The accidental omission to give notice to, or the non-receipt of notice by, any person entitled to receive notice shall not invalidate the proceedings at any general meeting

23. Proceedings at General Meetings

- 23.1 All business shall be deemed special that is transacted at an extraordinary general meeting and also all business that is transacted at an annual general meeting, with the exception of:
- (a) the consideration of the accounts and the reports of the Directors and Auditors,
 - (b) the election of Directors in the place of those retiring,
 - (c) the re-appointment of the retiring Auditors, and
 - (d) the fixing of the remuneration of the Auditors.
- 23.2 No business shall be transacted at any general meeting unless a quorum is present. Two (2) or more Eligible Members holding five per cent (5%) or more of the voting rights applicable at such meeting present either in person or by proxy shall be a quorum for a general meeting; provided that, if the Company shall have only one (1) Member entitled to attend and vote at the general meeting, that Member shall constitute a quorum. A representative of a corporation or company authorised pursuant to Article 25.9 to be present at any meeting of the Company shall be deemed to be a Member for the purpose of a quorum.
- 23.3 If within half an hour from the time appointed for a meeting a quorum is not present, the meeting, if convened on the requisition of or by Members entitled to attend and vote, shall be dissolved. In any other case it shall stand adjourned for fourteen (14) Clear Days, at the same time and place or to such other day and at such other time and place as the Directors may determine. At any such adjourned general meeting the quorum shall be those Eligible Members present in person or by proxy.

- 23.4 The chairman or, if absent, the deputy chairman of the Company, or failing him, some other Director nominated by the Directors shall preside as chairman at every general meeting of the Company, but if at any meeting neither the chairman nor the deputy chairman nor such other Director be present within fifteen (15) minutes after the time appointed for holding the meeting, or if none of them be willing to act as chairman, the Directors present shall choose some Director present to be chairman, or if no Directors be present, or if all the Directors present decline to take the chair, the Eligible Members shall choose an Eligible Member who is present to preside as chairman of the meeting.
- 23.5 The chairman of the meeting may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for fourteen (14) days or more, another fourteen (14) Clear Days' notice at the least specifying the place, the day and the hour of the adjourned meeting, shall be given as in the case of the original meeting but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 23.6 At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll is demanded by the chairman of the meeting or by one or more Members in accordance with the Act. Unless a poll is so demanded, a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 23.7 The instrument appointing a proxy shall be deemed to also confer authority to demand or join in demanding a poll, and for the purposes of the preceding Article a demand by a person as proxy for a Member shall be the same as demand by the Member.
- 23.8 If a poll is duly demanded, it shall be taken in such manner and at such place as the chairman of the meeting may direct (including the use of ballot or voting papers or tickets) and the result of a poll shall be deemed to be the resolution of the meeting.
- 23.9 The chairman of the meeting may appoint scrutineers (who need not be Members) and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.
- 23.10 In the case of an equality of votes, the chairman of the meeting shall be entitled to a second or casting vote.
- 23.11 A poll demanded on the election of a chairman and a poll demanded on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place as the chairman directs not being more than thirty (30) days from the date of the meeting or adjourned meeting at which the poll was demanded.

23.12 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

23.13 A demand for a poll may be withdrawn and no notice need be given of a poll not taken immediately.

24. Votes of Members

24.1 Subject to any special voting powers or restrictions attaching to any class of Shares:

(a) On a show of hands, every Eligible Member who is present in person or by proxy shall have one (1) vote; and

(b) On a poll, every Eligible Member who is present in person or by proxy shall be entitled to one (1) vote in respect of each Share with voting rights held by such Eligible Member.

24.2 In the case of joint holders of a Share, the provisions of Article 16.7 shall apply.

24.3 Any Eligible Member, being incapable or of unsound mind, may vote by his curator or other legal guardian. Any of such persons may vote either personally or by proxy.

24.4 On a poll, votes may be given either personally or by proxy and an Eligible Member entitled to more than one (1) vote need not, if he votes, use all his votes in the same way.

24.5 No Eligible Member shall be entitled to vote in respect of any Shares that he has acquired unless he has been registered in the Register as their holder.

24.6 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

24.7 The provisions of Articles 21, 22 and 23 sopra, this Article 24 and Article 25 sotto shall apply *mutatis mutandis* to meetings of each class of Members.

25. Proxy

25.1 Any person (whether an Eligible Member or not) may be appointed to act as a proxy. An instrument of proxy may be valid for one (1) or more meetings. An Eligible Member may appoint only one (1) proxy to attend on the same occasion; provided that if an Eligible Member is acting as a nominee for more than one undisclosed principal, such Eligible Member may issue such number of proxies as there are undisclosed principals, whether or not such proxies are issued for the benefit of the undisclosed principals.

25.2 The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or if the appointor is a company or corporation under the hand of an officer or attorney so authorised.

25.3 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of such power of authority, shall be deposited at the Registered Office or at such other place as is specified for that purpose in

the notice of meeting or in the instrument of proxy issued by the Company not less than forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll, not less than twenty-four (24) before the time appointed for the taking of the poll and in default, unless the Directors direct otherwise, the instrument of proxy shall not be treated as valid.

- 25.4 An instrument of proxy shall be in any usual form or in such form as the Directors may approve and may include an instruction by the appointor to the proxy either to vote for or against any resolution to be put to the meeting.
- 25.5 The instrument appointing a proxy shall be as valid for any adjournment as for the meeting to which it relates.
- 25.6 No instrument appointing a proxy shall be valid after the expiration of twelve (12) months from the date named in it as the date of its execution, except at an adjourned meeting or an adjourned meeting in cases where the meeting was originally held within twelve (12) months from such date.
- 25.7 The Directors may at the expense of the Company send, by post or otherwise, to the Eligible Members instruments of proxy (with or without prepaid postage for their return) for use at any general meeting or at any meeting of any class of Members, either in blank or nominating in the alternative any one or more of the Directors or any other persons. If for the purpose of any meeting invitations to appoint as proxy a person or one of a number of persons specified in the invitations are issued at the expense of the Company, such invitations shall be issued to all (and not to some only) of the Eligible Members entitled to be sent a notice of the meeting and to vote thereat by proxy.
- 25.8 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the death or insanity of the principal or the revocation of the instrument of the proxy, or of the authority under which the instrument of proxy was executed, or the transfer of the Shares in respect of which the instrument of proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at the Registered Office, before the commencement of the meeting or adjourned meeting at which the instrument of proxy is used.
- 25.9 Any body corporate which is an Eligible Member may authorise by resolution of its Directors or other governing body such person as it thinks fit to act as its representative at any meeting of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the body corporate which he represents as that body corporate could exercise if it were an individual Eligible Member and such body corporate shall for the purposes of these presents be deemed to be present in person at any such meeting if a person so authorised is present thereat.

26. Term, Nomination and Appointment of Directors

- 26.1 A Director need not be a Member. A share qualification for a Director may be fixed by the Company in general meeting and unless and until so fixed no qualification shall be required.

- 26.2 The Directors shall not be required to retire by rotation but shall hold office until they cease to hold office in accordance with Article 32.1 sotto.
- 26.3 The Company at any general meeting at which a Director retires or is removed shall fill the vacated office by electing a Director duly nominated in terms of Articles 26.6 or 26.7 sotto unless the Company shall determine to reduce the number of Directors.
- 26.4 When a vacancy among the Directors arises other than at the annual general meeting of the Company, the Directors shall, subject to the prior approval of the MFSA, appoint a person, considered by them to be competent to carry out such functions to fill a casual vacancy. A vacancy shall be deemed to exist when the number of Directors falls below the minimum number of Directors set out in Clause 8.1 of the Memorandum. The Directors shall also have the power at any time and from time to time to appoint any person approved by the MFSA to be a Director as an addition to the existing Directors but so that the total number of Directors shall not at any time exceed the number fixed pursuant to the Memorandum. Any Director appointed by the Directors pursuant to this Article 26.3 shall hold office only until the next following annual general meeting and shall then be eligible for re-election.
- 26.5 Without prejudice to the powers of the Board, the Company in general meeting may appoint any person duly nominated in terms of Articles 26.6 or 26.7 sotto to be a Director either to fill a casual vacancy or as an additional Director.
- 26.6 Without prejudice to Article 26.7 sotto, the Founder Shares shall have the exclusive right to nominate persons for election to the office of Director of the Company. At least twenty one (21) Clear Days' prior notice in writing (on the form to be prescribed by the Directors from time to time) shall be given to the Company of the intention of any holder of Founder Shares to nominate any person who is fit and proper and approved by the MFSA (other than a retiring Director) for election to the office of Director and such notice shall be accompanied by notice in writing signed by the person to be proposed confirming his willingness to be appointed; provided always that if the Members present at a general meeting unanimously consent, the chairman of such meeting may waive the said notices and submit to the meeting the name of any person so nominated, provided such person confirms in writing his willingness to be appointed.
- 26.7 In addition to the nominations that may be made by the holders of Founder Shares pursuant to Article 26.6, the Directors themselves or a committee appointed for the purpose by the Directors, may make recommendations and nominations to the Eligible Members for the appointment of Directors at the next following general meeting.
- 26.8 At a general meeting a motion for the appointment of two (2) or more persons as Directors by a single resolution shall not be made unless a resolution that it shall be so made has been first agreed to by the meeting without any vote being given against it.
- 27. Remuneration of Directors**
- 27.1 Without prejudice to the provisions of Article 27.3, the Directors shall be entitled to such remuneration to be paid out of the funds of the Company in relation to the performance of their duties as the Directors may from time to time determine. Unless otherwise resolved by the Members by Ordinary Resolution, the aggregate remuneration of the Directors shall

not exceed one hundred thousand Euro (EUR 100,000) (or equivalent) per annum. Such remuneration shall be deemed to accrue from day to day.

- 27.2 The Directors and any alternate Directors shall also be entitled to be repaid reasonable out of pocket expenses (such as travelling, hotel and other expenses) properly incurred by them in or with a view to the performance of their duties or in attending and returning from meetings of the Directors or any committee of the Directors or general meetings or any meetings in connection with the business of the Company.
- 27.3 If any Director, having been requested by the Board, shall render or perform extra or special services or shall travel or go to or reside in any country not his usual place of residence for any business or purpose of the Company, he shall be entitled to receive such sum as the Board may think fit for expenses and also such remuneration as the Board may think fit, either as a fixed sum or as a percentage of profits or otherwise, and such remuneration may, as the Board shall determine, be either in addition to or in substitution for any other remuneration which he may be entitled to receive.

28. Alternate Directors

- 28.1 Any Director may at any time by instrument in writing under his hand and deposited at the Registered Office, or delivered at a meeting of the Board, appoint any Director or other person (whether a Member or not) approved by the MFSA as an alternate and such appointment may be made generally or specifically or for any period or for any particular meeting and with and subject to any particular restrictions.
- 28.2 An alternate Director shall *ipso facto* vacate office if and when his appointment expires by effluxion of time or his appointer ceases to be a Director or removes the alternate Director from office as such by notice in writing under his hand and deposited at the Registered Office or delivered at a meeting of the Board, or on the happening of any such event which if he were a Director would cause him to vacate such office.
- 28.3 An alternate Director, while he holds office as such, shall be entitled:
- (a) if his appointer so directs the Secretary, to receive notices of meetings of the Board; and
 - (b) to attend and to exercise (subject to any restrictions) all the rights and privileges of his appointer at all such meetings at which his appointer is not personally present and generally at such meeting to perform all functions of his appointer as Director and for the purposes of the proceedings at such meeting the provisions thereof shall apply as if he (instead of his appointer) were a Director.
- 28.4 A Director may act as alternate Director for another Director and shall be entitled to vote for such other Director as well as on his own account but no Director shall at any meeting be entitled to act as alternate Director for more than one (1) other Director.
- 28.5 An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid all reasonable expenses incurred in exercise of his duties and to be indemnified to the same extent *mutatis mutandis* as if he were a Director but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such part (if any) of the

remuneration otherwise payable to his appointer as such appointer may by notice in writing to the Company from time to time direct.

- 28.6 To such extent as the Directors may from time to time determine in relation to any committee of the Directors, the foregoing provisions of this Article shall also apply *mutatis mutandis* to any meeting of any such committee of which his appointer is a member.
- 28.7 An alternate Director shall not (save as aforesaid or as otherwise herein provided) have power to act as a Director nor shall he be deemed to be a Director.

29. Powers of the Board of Directors

- 29.1 The business of the Company shall be managed by the Directors who may exercise all such powers of the Company as are not reserved by the Act or hereby required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Act and of these Articles and to such regulations, being not inconsistent with these Articles, as may be prescribed by the Company in general meeting, but no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by this or any other Article. The Directors shall furthermore have such powers so as to take such measures as they may consider necessary or desirable to ensure compliance by the Company with all applicable laws and the Licence Conditions.

- 29.2 Subject to the Licence Conditions and applicable law, the Board may arrange that:

- (a) any Investments; or
- (b) any business carried on by the Company or any other business in which the Company may be interested,

shall be held through or carried on by or through one or more branches or subsidiary companies and the Board may on behalf of the Company make such arrangements as it thinks advisable for promoting or establishing any such branch or subsidiary company, taking the profits or bearing the losses of any such branch or subsidiary company or for financing, assisting or subsidising any such branch or subsidiary company or guaranteeing its contracts, obligations or liabilities.

- 29.3 In the instances described under Article 29.2 sopra, the Board may establish any local boards or agencies for managing any of the affairs of the Company through such branches or subsidiary companies and may appoint any one or more of its number or any other persons to be members of such local boards or any managers or agents and may fix their remuneration and may delegate to any local board, manager or agent any of the powers, authorities and discretions vested in the Board, with power to sub-delegate, and may authorise the members of any local board to fill any vacancies and to act notwithstanding vacancies and any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit and the Board may remove any person so appointed and may annul or vary any such delegation but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

29.4 The Directors may exercise the powers of the Company to invest all or any funds of the Company as authorised by these Articles.

29.5 The Directors may, whether by standing resolution or otherwise, delegate their powers relating to the issue and redemption of Shares and the calculation of the Net Asset Value of the Shares, the declaration of dividends and all management and administrative powers and duties in relation to the Company including the day-to-day management of the Company's affairs, to one or more Service Providers or, to any duly authorised Officer or other person subject to such terms and conditions as the Directors in their absolute discretion may resolve. Such delegations can be made with authorities to the delegate to sub-delegate further to others.

30. Borrowing and Other Transactions

Subject to the limits and conditions that may be imposed by any applicable law and in the Prospectus in relation to the Company or any particular Sub-Fund, and subject to the provisions of these Articles, the Directors and any persons appointed by them may exercise all powers of the Company:

- (a) to borrow money, securities or any other asset under any conditions as to repayment, reinvestment, yield, security and management;
- (b) to enter into derivative contracts including options, forwards, swaps, repurchase agreement, securities lending transactions and similar agreements;
- (c) to grant any form of security or collateral to counterparties to any transactions in which the Company may engage; and
- (d) to engage, subject to the approval of the holders of the Founder Shares, any Service Providers to assist it in carrying on its business and to delegate to any such persons, with full powers of sub-delegation, the rights and powers of the Company in relation to the management of its assets.

31. Conflicts of Interest

31.1 A Director may hold any other office or place of profit under the Company (except that of Auditor) in conjunction with his office of Director, and may act in a professional capacity to the Company, on such terms as to remuneration and otherwise as the Directors may arrange.

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

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is interested; and
- (b) shall not be accountable, by reason of his office, to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

- 31.3 No Director or intending Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract or arrangement entered into by or on behalf of the other company in which any Director shall be in any way interested be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established. The nature of a Director's interest must, however, be declared by him at the meeting of the Directors at which the question of entering into the contract or arrangement is first taken into consideration, or if the Director was not at the date of that meeting interested in the proposed contract or arrangement at the next meeting of the Directors held after he became so interested, and in a case where the Director becomes interested in a contract or arrangement after it is made, at the first meeting of the Directors held after he becomes so interested. Any Director so conflicted shall not be precluded from attending, participating and voting at any meeting where such contracts, arrangements, or other matters are to be considered; provided that such conflicted Director shall, unless otherwise agreed by all the remaining Directors present, withdraw from the meeting while such matter is being discussed.
- 31.4 For the purposes of this Article:
- (a) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and
 - (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.
- 31.5 Save as otherwise provided by these Articles, a Director shall not vote at a meeting of the Directors or a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest which is material or a duty which conflicts or may conflict with the interests of the Company. Unless otherwise resolved by the Directors, a Director shall not be counted in the quorum present at a meeting in relation to any such resolution on which he is not entitled to vote.
- 31.6 A Director shall be entitled (in the absence of some other material interest that is indicated below) to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters, namely:
- (a) the giving of any security, guarantee or indemnity to him in respect of money lent by him to the Company or any of its subsidiary or associated companies or obligations incurred by him at the request of or for the benefit of the Company or any of its subsidiary or associated companies; or
 - (b) the giving of any security, guarantee or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiary or associated companies for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security; or

- (c) any proposal concerning any offer of shares or other securities of or by the Company or any of its subsidiary or associated companies for subscription, purchase or exchange in which offer he is or is to be interested as a participant in the underwriting or sub-underwriting thereof; or
 - (d) any proposal concerning any other company in which he is interested, directly or indirectly, and whether as an officer or shareholder or otherwise howsoever, provided that he is not the holder of 5% or more of the issued shares of any class of such company or of the voting rights available to members of such company, any such interest being deemed for the purpose of this Article to be a material interest in all circumstances.
- 31.7 Notwithstanding paragraph 31.6(c) sopra, the Directors shall not buy or sell or otherwise deal in any way in the Company's Shares which are listed on a stock exchange or other regulated market, at any time when the Directors are in possession of price-sensitive information relating to the Shares.
- 31.8 Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two (2) or more Directors to offices or employments with the Company such proposals may be divided and considered in relation to each Director separately and in such case each of the Directors concerned (if not otherwise debarred from voting) shall be entitled to vote (and be counted in the quorum) in respect of each resolution, except that concerning his own appointment.
- 31.9 If a question arises at a meeting of Directors or of a committee of Directors as to the materiality of a Director's interest or as to the right of any Director to vote and such question is not resolved by the Director voluntarily agreeing to abstain from voting, such question may be referred, before the conclusion of the meeting, to the chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive.
- 31.10 For the purpose of this Article, an interest of a person who is the spouse or a minor child of a Director shall be treated as an interest of the Director and, in relation to an alternate Director, an interest of his appointer shall be treated as an interest of the alternate Director.
- 31.11 A record of any declarations made and notices given and the actions taken to address such conflict of interest including withdrawal, abstention and/or ineligibility from being counted towards the quorum for a resolution shall be kept in the minute books of the Company. A copy of every declaration made and notice given under this Article shall also be entered within three (3) days after the making or giving thereof in a book kept for this purpose. Such book shall be open for inspection without charge by any Director, Secretary, Auditor or Member at the Registered Office and shall be produced at every general meeting of the Company and at any meeting of the Board if any Director so requests in sufficient time to enable the book to be available at the meeting.

32. Disqualification and Removal of Directors

- 32.1 A Director shall cease to hold office:

- (a) if he (not being a person holding for a fixed term an executive office subject to termination if he ceases from any cause to be a Director) resigns his office by written notice signed by him sent to or deposited at the Registered Office;
- (b) if he shall have absented himself (such absence not being absence with leave or by arrangement with the Board on the affairs of the Company) from meetings of the Board for a consecutive period of twelve (12) months and the Board resolves that his office shall be vacated;
- (c) if he dies or becomes of unsound mind or incapable;
- (d) if he becomes insolvent, suspends payment or compounds with his creditors;
- (e) if he is requested to resign by written notice signed by all his co-Directors;
- (f) if the Company in general meeting shall declare that he shall cease to be a Director;
- (g) if he becomes ineligible to be a Director in accordance with article 142 of the Act; or
- (h) if he ceases to be a Director by virtue of, or becomes prohibited from being a Director by reason of an order made under the provisions of any law or enactment.

32.2 If the Company in general meeting removes any Director before the expiration of his period of office, it or the Board may appoint another person to be a Director in his stead who shall retain his office so long only as the Director in whose stead he is appointed would have held the same if he had not been removed. Such removal shall be without prejudice to any claims such Director may have for damages for breach of any contract of service between him and the Company.

33. Proceedings of Directors

- 33.1 The Directors, may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be determined by a majority of votes. In case of an equality of votes, the chairman shall, at any time have a second or casting vote.
- 33.2 A Director participating by video link or telephone conference call or other electronic, audio-visual or telephonic means of communication in a meeting of the Board at which a quorum is present shall be treated as having attended that meeting provided that the Directors present at the meeting can hear and speak to the participating Director.
- 33.3 A video link or telephone conference call or other electronic, audio-visual or telephonic means of communication in which a quorum of Directors participates and all participants can hear and speak to each other shall be a valid meeting which shall be deemed to take place where the chairman is present unless the Directors resolve otherwise.
- 33.4 A Director may, and the Secretary on the requisition at any time of a Director shall, summon a meeting of the Directors.

- 33.5 The quorum necessary for the transaction of business of the Directors may be fixed by the Directors, and unless so fixed at any other number shall be two (2). For the purposes of this Article, an alternate appointed by a Director shall be counted in a quorum at a meeting at which the Director appointing him is not present. In those cases where a quorum cannot be achieved in view of there being such number of conflicted Directors as would reduce the number of non-conflicted Directors to one (1) Director, then the quorum necessary for such transactions shall be one (1) Director.
- 33.6 A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Board.
- 33.7 The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number but, if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with the provisions of the Memorandum, the continuing Directors or Director may act for the purpose of filling vacancies in their number or of summoning general meetings of the Company, but not for any other purpose. If there be no Directors or Director able or willing to act, then any Eligible Member may summon a general meeting for the purpose of appointing Directors.
- 33.8 The Directors may from time to time elect or remove a chairman and, if they think fit, a deputy chairman and determine the period for which they respectively are to hold office.
- 33.9 The chairman or, failing him, the deputy chairman shall preside at all meetings of the Directors, but if there be no chairman or deputy chairman, or if at any meetings the chairman or deputy chairman be not present within five (5) minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman of the meeting.
- 33.10 The Directors may delegate any of their powers to committees consisting of such persons whether Directors or otherwise as they think fit. The meetings and proceedings of any such committee shall conform to the requirements as to quorum imposed under the provisions of these Articles and shall be governed by the provisions hereof regulating the meetings and proceedings of the Directors so far as the same are applicable and are not superseded by any regulations imposed on them by the Directors.
- 33.11 All acts done by any meeting of the Board, or of a committee of the Board or by any person authorised by the Directors shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or authorisation of any such Directors or person acting as aforesaid, or that they or any of them were disqualified, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed, and was qualified and had continued to be a Director and/or had been entitled to vote.
- 33.12 The Directors shall cause minutes to be made of:
- (a) all appointments to any relevant office made by the Directors;
 - (b) the names of the Directors present at each meeting of the Directors and of any committee of Directors; and

- (c) all resolutions and proceedings of all meetings of the Company and of the Directors and of committees of Directors.

Any such minutes as are referred to in this Article 33.12 if purporting to be signed by the chairman of the meeting at which the proceedings took place, or by the chairman of the next succeeding meeting, shall, until the contrary be proved, be conclusive evidence of their proceedings.

- 33.13 A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Board and to vote thereat shall be as valid and effectual as a resolution passed at a meeting of the Board duly convened and may consist of several documents in the like form each signed by one or more of the Directors.

34. Executive Directors

- 34.1 The Directors may appoint one or more of their body to the office of managing Director or joint managing Director or to any other executive office under the Company (including where considered appropriate, the office of chairman) on such terms and for such period as they may determine and, without prejudice to the terms of any contract entered into in any particular case, may revoke any such appointment at any time.

- 34.2 A Director holding any such executive office shall receive such remuneration, whether in addition to, or in substitution for, his ordinary remuneration, as a Director and whether by way of salary, commission, participation in profits or otherwise or partly in one way and partly in another, as the Directors may determine.

- 34.3 The Directors may entrust to and confer upon a Director holding any executive office any of the powers exercisable by the Board upon such terms and conditions and with such restrictions as it thinks fit either collaterally with or to the exclusion of their own powers and may at any time revoke withdraw alter or vary all or any of such powers.

- 34.4 The appointment of any Director to the office of chairman or managing or joint managing Director shall terminate automatically if he ceases to be a Director but without prejudice to any claim for damages for breach of any contract of service between him and the Company. The appointment of any Director to any other executive office shall not terminate automatically if he ceases from any cause to be a Director unless the contract or resolution under which he holds office shall expressly state otherwise, in which event such termination shall be without prejudice to any claim for damages for breach of any contract of service between him and the Company.

35. Secretary

- 35.1 The Secretary shall be appointed by the Directors for such term at such remuneration and upon such conditions as the Directors may think fit, and the Secretary may be removed by the Directors but without prejudice to any claim which he may have for damages for breach of any contract of service between him and the Company.

- 35.2 A Secretary shall have such duties as may be mandated by the Act and such other duties, responsibilities and powers as shall be agreed by the Directors and the Secretary. Unless otherwise agreed as aforesaid, the Company Secretary shall be responsible for keeping:

- (a) the minute book of general meetings of the Company;
- (b) the minute book of meetings of the Board;
- (c) the Register;
- (d) the register of debentures; and
- (e) such other books, registers and records as the Secretary may be required to keep by the Board.

Provided that to the extent that the Company or the Investment Manager engages an Administrator to administer the subscriptions, transfers, exchange and redemption of Investor Shares and to act as Registrar, the Secretary shall have no duties in that regard and shall be entitled to rely fully on the Register held by the Administrator in the carrying out of his duties under these Articles. In this regard, the Company shall ensure that, where the Registered Office is not at the offices of the Administrator, the Administration Agreement suitably binds the Administrator to regularly transmit a copy of the Register to the Registered Office or otherwise make same available from such location as required by law.

35.3 The Secretary shall, unless otherwise agreed by the Directors and the Secretary:

- (a) ensure that proper notices are given of all meetings;
- (b) ensure that all returns and other documents of the Company are prepared and delivered in accordance with the requirements of the Act.

35.4 Anything required or authorised to be done by the Secretary may, if the office is vacant or there is for any other reason no Secretary capable of acting, be done by any assistant or deputy Secretary or if there is no assistant or deputy Secretary capable of acting, by an officer of the Company authorised generally or specially in that behalf by the Directors.

36. Indemnities

36.1 Subject to the Licence Conditions, the Company shall indemnify its Directors, Secretary and officers for the time being of the Company and their respective heirs as follows:

- (a) Every person who is or has been a Director, Secretary or officer shall be indemnified by the Company to the fullest extent permitted by law against liability and against all expenses reasonably incurred or paid by him in connection with any debt, claim, action, demand, suit, proceeding, judgement, decree, liability or obligation of any kind in which he becomes involved as a party or otherwise by virtue of his being or having been a Director, Secretary or officer of the Company or of another company, partnership, joint venture, trust or other enterprise at the request of the Company and against amounts paid or incurred by him in the settlement thereof except where any of the foregoing is attributable to any negligence, wilful default or breach of duty on the part of such Director, Secretary or officer;

In this paragraph, the words "claim", "action", "suit" or "proceedings" shall apply to all claims, actions, suits or proceedings (civil, criminal, administrative, legislative, investigative or other, including appeals) and shall include, without

limitation, legal fees, costs, judgements, amounts paid in settlement, fines, penalties and other liabilities;

- (b) The Directors may agree to such contractual indemnities for the benefit of the Secretary, officers, employees and other agents and contracting parties as they may from time to time, deem fit;
- (c) The Board may purchase and maintain, at the cost of the Company, insurance for the benefit of the Directors, Secretary, officers, employees and other agents and/or to cover corporate reimbursement of such Directors, Secretary, officers, employees and other agents. The Insurance policies maintained by the Company, shall be severable and shall not affect any other rights to which any Director, Secretary, officer, employee or other agent may now or hereafter be entitled, shall continue as to a person who has ceased to be such a Director, Secretary, officer, employee or other agent and shall inure to the benefit of the heirs, executors and administrators of such a person;
- (d) Any indemnification which may be due under this Article 36 shall be borne by the Sub-Fund or Sub-Funds to which it relates. If this allocation is not possible, then such indemnification shall be borne by all the Sub-Funds pro-rata to their Net Asset Values;
- (e) No indemnification shall be provided hereunder unless an independent legal adviser to the Company has confirmed in a written opinion that the person to be indemnified is entitled to an indemnity under applicable law; and
- (f) The Company may make advances of expenses incurred in the defence of any claim, action, suit or proceedings against any person whom the Company is obliged to indemnify pursuant to Article 36.1(a) hereof.

36.2 Any Service Provider appointed shall be entitled to such indemnity from the Company upon such terms and subject to such conditions and exceptions and with such entitlement to have recourse to the assets of the Company with a view to meeting and discharging the costs thereof as shall be provided under the relative agreement appointing the particular Service Provider; provided that no such indemnity shall extend to any fraud, gross negligence or wilful default on the part of the Service Provider, including the unjustifiable failure to perform its obligations whether in whole or in part.

36.3 The Company shall be entitled to rely absolutely on any declaration provided by (a) any Service Provider to the Company or (b) provided by any Member or his agent as to the residence or otherwise of such Member or on any other declaration provided by any Member as to any other matter required pursuant to these Articles or to the Prospectus, and shall not incur liability in respect of any action taken or thing suffered by any of them in good faith in reliance upon any paper or document believed to be genuine and to have been signed by the proper parties nor be in any way liable for any forged or unauthorised signature but shall be entitled, though not bound, to require the signature of any person to be verified by a lawyer, notary, banker, broker or other competent person or otherwise authenticated to its or their satisfaction.

- 36.4 The Company and any Service Provider shall each incur no liability to the Members for complying with any present or future law or regulation made pursuant thereto, or any decree, order or judgement of any court, or any request, announcement or similar action (whether of binding legal effect or not) which may be taken or made by any person or body acting with or purporting to exercise the authority of any government (whether legally or otherwise). If for any reason it becomes impossible or impracticable to carry out any of the provisions hereof neither the Company nor any Service Provider shall be under any liability therefor or thereby. This Article shall not, however, exempt the Company or any Service Provider from any liability any of them may incur as a result of a failure to adhere to their obligations as set out in the ISAct and any Regulations or any liability incurred as a result of any fraud, or wilful default or gross negligence on their part.
- 36.5 For the avoidance of doubt, the Company, any Service Provider and each of the Company's Directors, Officers and employees shall not be liable for each other's acts or omissions, except as provided by the Act.

37. Authentication of Documents

Any Director or the Secretary or any person appointed by the Board for the purpose shall have power to authenticate any documents affecting the Company (including the Memorandum and these Articles) and any resolutions passed by the Company or the Board and any books, records, documents and accounts relating to the business of the Company and to certify copies or extracts as true copies or extracts; and where any books, records documents or accounts are elsewhere than at the Registered Office, the Officer or Service Provider of the Company having their custody shall be deemed to be a person appointed by the Board as aforesaid.

38. Dividends and Equalisation

- 38.1 The Directors may, as they from time to time think fit, and subject to the applicable laws, declare and pay such dividends on Shares as appears to the Directors to be justified, subject to any policy statement in relation to dividends in the Prospectus or Supplement of the relevant Sub-Fund. The Directors may differentiate between classes of Shares in the payment of dividends. The Directors may also declare and pay out any fixed dividend which is payable on any Shares half-yearly or otherwise on fixed dates whenever the position in the opinion of the Board so justifies. Dividends may be paid in such currency as the Directors may deem appropriate.
- 38.2 The dividends, if any, shall be a sum recommended by the Directors not in excess of the maximum amount available for distribution in accordance with applicable laws and regulations. No dividend shall be paid in excess of the amounts permitted by the Act or approved by the Board.
- 38.3 Unless and to the extent that the rights attached to any Shares or the terms of issue thereof otherwise provide, all dividends shall be declared and paid *pro rata* according to the number of Shares of the relevant class held by each Member.
- 38.4 Where only accumulation Shares are in issue in relation to a particular Sub-Fund no dividends will be paid in respect of that Sub-Fund and the income of the Sub-Fund will be accrued within the Net Asset Value of that Sub-Fund.

- 38.5 No dividend shall be paid in excess of the amounts permitted by the Act or approved by the Board.
- 38.6 The Directors, with the sanction of an Extraordinary Resolution of the Members of a class of Shares, may distribute in kind among Members of such class by way of dividend or otherwise wholly or in part any of the assets of the relevant class and in particular of paid-up Shares of the Company. Where any difficulty arises in regard to such distribution, the Board may settle the same as it thinks expedient and in particular may issue Fractional Shares and fix the value for distribution of such specific assets and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of Members and may vest any such specific assets in trustees for the Members entitled as may seem expedient to the Board.
- 38.7 Shares shall qualify for allocation of income in such manner as may be set out in the Prospectus or related Supplement or as determined by the Directors from time to time.
- 38.8 Any allocation of income in respect of any class of Shares may specify that the same shall be allocated to the persons registered as the Members at the close of business on a particular date, and thereupon income shall be allocated to them in accordance with their respective holdings so registered, but without prejudice to the rights *inter se* in respect of such allocation, of transferors and transferees of Shares.
- 38.9 The method of payment of dividends and the means of transmission of same shall, save to the extent specified in the Prospectus, be at the discretion of the Board.
- 38.10 Without prejudice to Article 38.9 sopra, the Company may transmit any dividend or other amount payable in respect of any Share by cheque or warrant sent by ordinary post to the registered address of the Member, or, in the case of joint holders to the person whose name and address appears first on the Register and shall not be responsible for any loss arising in respect of such transmission. Any one of two or more joint holders may give effectual receipts for any dividends, interest, bonuses or other monies payable in respect of their joint holdings.
- 38.11 No dividend or other amount payable to any holder of Shares on or in respect of a Share shall bear interest against the Company. All unclaimed dividends and other amounts payable as aforesaid may be invested or otherwise made use of for the benefit of the Sub-Fund until claimed. Payment by the Company of any unclaimed dividend or other amount payable in respect of a Share into a separate account shall not constitute the Company an agent or a trustee in respect thereof. Any dividend unclaimed after the lapse of six (6) years after having been declared shall be forfeited automatically and shall revert to the relevant Sub-Fund, without the necessity for any declaration or other action by the Company.
- 38.12 The Board may retain dividends payable upon Shares in respect of which any person is entitled to become a Member until such person has become a Member.
- 38.13 The Directors may provide that Members will be entitled to elect to receive in lieu of any dividend (or part thereof) an issue of additional Shares credited as fully paid. In any case the following provisions shall apply:

- (a) the number of additional Shares (including any Fractional Shares) to be issued in lieu of any amount of dividend shall be equal in value to the amount of such dividend at the date the dividend was declared;
- (b) on the occasion of such issue, the dividend (or that part of the dividend in respect of which a right of election has been accorded) shall not be payable on Elected Shares and in lieu thereof additional Shares shall be issued in the relevant class to the holders of the Elected Shares on the basis determined as aforesaid and for such purpose the Directors shall capitalise a sum equal to the aggregate value of the dividends in respect of which elections have been made and apply the same in paying up in full the appropriate amount of unissued Shares;
- (c) the additional Shares so issued shall rank *pari passu* in all respects with the fully-paid Shares then in issue in the relevant class save only as regards participation in the relevant dividend (or share election in lieu);
- (d) the Directors may do all acts and things considered necessary or expedient to give effect to any such capitalisation, with full power to the Directors to issue Fractional Shares in so far as necessary; and
- (e) the Directors may on any occasion determine that rights of election shall not be made available to any Member with registered addresses in any territory where in the absence of a registration statement or other special formalities the circulation of an offer of rights of election would or might be unlawful, and in such event the provisions aforesaid shall be read and construed subject to such determination.

38.14 Where Investor Shares in a Sub-Fund are issued with rights to receive dividends, the conditions applicable for the equalisation of rights of other Investor Shareholders holding Investor Shares within the same Sub-Fund not carrying rights to receive dividends shall be as determined by the Directors from time to time and as stated in the Prospectus.

39. Reserves

The Directors may, before recommending any dividend, set aside such sums (out of profits or otherwise) as it thinks proper as reserves which shall, at the discretion of the Board, be applicable for any purpose to which such sums may be properly applied and, pending such application, may either be employed in the business of the Company or be invested in such investments as the Board may at any time think fit. The Board may also, without placing the same to reserve, carry forward any profits or other sums which it may think prudent not to distribute.

40. Capitalisation of Profits

40.1 The Company in general meeting may, upon the recommendation of the Board, by Ordinary Resolution, resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution and accordingly that such sums be set free for distribution amongst the Members who would have been entitled thereto if distributed and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any Shares held by such Members respectively or paying up in full unissued Shares of

the Company to be allotted and distributed credited as fully paid to and amongst such Members.

- 40.2 Whenever such Ordinary Resolution shall have been passed, the Board shall make all appropriations and applications of the reserves or profits resolved to be capitalised and all allotments and issues of fully-paid Shares and generally shall do all things required to give effect thereto with full power to the Board to make such provision by payment in cash or otherwise as it thinks fit for the case of Shares becoming distributable in fractions and also to authorise any person to enter on behalf of all Members entitled thereto into an agreement with the Company providing for the allotment to them respectively credited as fully or partly paid of any further Shares to which they may be entitled upon such capitalisation or (as the case may require) for the payment up by the Company on their behalf by the application thereto of their respective proportions of the amounts resolved to be capitalised of the amounts or any part of the amounts remaining unpaid on their existing Shares and any agreement made under such authority shall be effective and binding on all such Members.

41. Accounts and Reports

- 41.1 The Directors shall, in accordance with Article 4.6 sopra and in terms of the Companies Act (Investment Companies with Variable Share Capital) Regulations (S.L. 386.02, Laws of Malta), cause to be kept such accounting records of the assets and liabilities of the Company and its Sub-Funds as are necessary in relation to the conduct of the Company's business and as are required by the Act so as to enable the accounts of the Company to be prepared.
- 41.2 The books of account shall be kept at the Registered Office, or at such other place or places as the Directors shall think fit, and shall at all times be open to the inspection of the Officers of the Company at the place at which they are kept.
- 41.3 A balance sheet, including every document required by law to be annexed to it, and a profit and loss account of the Company shall be made out as at the end of each Accounting Period of the Company as determined by the Directors from time to time and shall be audited by the Auditors and laid before the Company at its annual general meeting in each year, and such balance sheet shall contain a general summary of the assets and liabilities of the Company. The balance sheet shall be accompanied by a report of the Directors and the profit and loss account and shall be signed on behalf of the Directors by at least two (2) of the Directors. An Auditors' report shall be made out with reference to the annual accounts of the Company. The Auditors' report shall be read at the annual general meeting.
- 41.4 Once at least in every year the Directors shall cause to be prepared an Annual Report relating to the management of the Company. The Annual Report shall include the balance sheet and profit and loss account duly audited by the Auditors and the Directors' report and the Auditors' report as provided for in Article 41.3 and shall be in a form approved by the MFSA and shall contain such information required by it. There shall be attached to such Annual Report a copy of the Custodian's report and such additional information and reports as required by the Regulations.
- 41.5 A copy of the Annual Report including the balance sheet (including every document required by law to be annexed thereto) which is to be laid before the annual general

meeting of the Company together with a copy of the Directors' report and the Auditors' report shall be sent by the Company, whether physically or by electronic means including electronic mail, to every person entitled under the Act to receive them not less than twenty one (21) Clear Days before the date of the annual general meeting. If any of the Shares are listed or quoted on any stock exchange or other regulated market, a copy or copies of these documents shall be forwarded at the same time to such stock exchange or other regulated market.

- 41.6 The Auditors' report appended to the Annual Report and the statements referred to herein shall declare that the accounts or statements attached respectively thereto (as the case may be) have been examined together with the books and records of the Company and of the Investment Manager (if any) 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 Company, and whether the accounts are in their opinion properly drawn up in accordance with the provisions hereof. Furthermore, the Auditors shall comply with such requirements of the MFSA as may be laid down in the Regulations from time to time.
- 41.7 The Company shall prepare an unaudited half-yearly report for the six (6) months immediately succeeding the date of the last Annual Report of the Company. Such half-yearly report shall be in a form approved by the MFSA and shall contain such information required by it.
- 41.8 A copy of the said half-yearly report shall be sent by the Company, whether physically or by electronic means including electronic mail, to every person entitled under the ISAct to receive it not later than two (2) months from the end of the period to which it relates. A copy of the said report shall, where applicable, also be sent to any stock exchange or other regulated market on which the Shares are listed or quoted.
- 41.9 The Annual Report and other annual financial statements of the Company shall be drawn up in the Accounting Currency.

42. Audit

- 42.1 The first Auditors shall be appointed by the Directors before the first annual general meeting, and they shall hold office until the conclusion of the first annual general meeting unless previously removed by a resolution of the Company in general meeting, in which case the Eligible Members at such meeting may appoint Auditors.
- 42.2 The Company at each annual general meeting shall appoint Auditors to hold office until the conclusion of the next annual general meeting.
- 42.3 If an appointment of Auditors is not made at an annual general meeting, the MFSA may appoint Auditors to the Company for the then current year and fix the remuneration to be paid to the Auditors by the Company for their services.
- 42.4 The appointment and removal of Auditors and the determination of eligibility for appointment as Auditors to the Company shall be governed by the provisions of the Act and the ISAct.

- 42.5 A person, other than a retiring Auditor, shall not be capable of being appointed Auditor at an annual general meeting unless notice of an intention to nominate that person to the office of Auditor has been given by an Eligible Member to the Company not less than twenty one (21) Clear Days before the annual general meeting and the Directors shall send a copy of any such notice to the retiring Auditor and shall give notice thereof to the Eligible Members.
- 42.6 The remuneration of the Auditors shall be approved by the Company in general meeting or in such manner as the general meeting may determine. The remuneration of the first Auditors shall be fixed by the Directors.
- 42.7 The Auditors shall examine such books, accounts and vouchers as may be necessary for the performance of their duties.
- 42.8 The Company shall furnish the Auditors with a list of all books kept by the Company and at reasonable times shall afford to the Auditors the right of access to the books and accounts and vouchers of the Company. The Auditors shall be entitled to require from the Officers and employees of the Company as well as its Service Providers such information and explanations as may be necessary for the performance of their duties.
- 42.9 The Auditors shall be entitled to attend any general meeting of the Company, and to be heard at any such meeting at which any accounts which have been examined or reported on by them are to be laid before the Company and to make any statement or explanations they may desire with respect to the accounts and notice of every such meeting shall be given to the Auditors in the manner prescribed for the Eligible Members.
- 42.10 The Auditors shall be eligible for re-appointment.

43. Notices

- 43.1 Any notices must be served by post, facsimile (fax) or electronic mail and will be deemed to have been served in the case of:
- (a) post to an address in Malta, on the Business Day immediately following that on which it was posted
 - (b) post to an address overseas, within five (5) days following that on which it was posted, or
 - (c) a fax or an electronic mail, on the day of transmission.
- 43.2 In proving proper service it shall be sufficient to prove:
- (a) For notice by post, that the notice was properly addressed:
 - (i) if to the Company, to the Registered Office;
 - (ii) if to a Director, to his address appearing in the public register held by the Registry of Companies; or
 - (iii) if to a Member, to the address appearing in the Register for that Member,
- and posted; or

- (b) For notice by fax or electronic message that it was transmitted to such fax number or electronic mail address as may have been notified by or to the Company and by or to the Members and Directors for that purpose.

44. Closure of any Sub-Fund and Winding Up of the Company or of any Sub-Fund

Closure of Sub-Funds

- 44.1 The Directors may resolve from time to time to close any Sub-Fund of the Company. Except in cases referred to in Article 10.2 and Article 10.5, such a closure shall require the consent in writing of the Members being holders of not less than three-fourths ($\frac{3}{4}$) of the issued Shares of the particular Sub-Fund.
- 44.2 For the closure of any Sub-Fund, all the Shares in that Sub-Fund shall be cancelled by the Company (by redemption or exchange) and the assets of such Sub-Fund available for distribution shall, unless otherwise stated in their terms of issue, be distributed *pro rata* to the Investor Shareholders of such Sub-Fund.

Winding up of a Sub-Fund

- 44.3 Upon the winding up or dissolution (whether the liquidation is voluntary, or under supervision or by the Court) of any Sub-Fund, the assets of such Sub-Fund available for distribution (after satisfaction of creditors' claims) amongst the Investor Shareholders of such Sub-Fund shall, unless otherwise stated in their terms of issue, be distributed *pro rata* to the Investor Shareholders of such Sub-Fund.
- 44.4 If any Sub-Fund shall be wound up or dissolved (whether the liquidation is voluntary, or under supervision or by the Court) the liquidator may with the consent in writing of the Members being holders of not less than three-fourths ($\frac{3}{4}$) of the issued Shares of the particular Sub-Fund divide among such Members in accordance with these Articles *in specie* the whole or any part of the assets of the particular Sub-Fund, and whether or not the assets shall consist of property of a single kind and may for such purposes value any class or classes of property in accordance with the valuation provisions in Article 11 and in the Prospectus. The liquidation of any Sub-Fund may be completed and the Sub-Fund dissolved, but not so that any Member thereof shall be compelled to accept any asset in respect of which there is a liability.

Winding up of the Company

- 44.5 The Company may only be wound up or dissolved (whether the liquidation is voluntary, or under supervision or by the Court) following the closure or dissolution and winding up of all the Sub-Funds of the Company.
- 44.6 Upon the dissolution and winding up (whether the liquidation is voluntary, or under supervision or by the Court) of the Company, the assets of the Company available for distribution (after satisfaction of creditors' claims) amongst the Founder Shareholders shall be distributed *pro rata* to the Founder Shareholders.

General

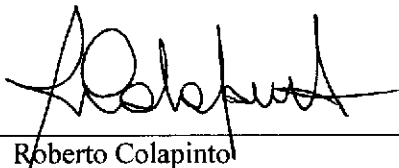
- 44.7 Any proceedings in relation to the Company shall respect the legal status of each Sub-Fund as a patrimony separate from the assets and liabilities of each other Sub-Fund and

proceedings under the Act shall apply *mutatis mutandis* to each Sub-Fund as though it were a distinct legal entity and with such modifications as are necessary to accommodate the fact that a Sub-Fund is not a company.

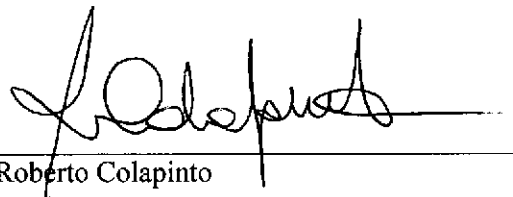
- 44.8 Any proceedings in relation to any one Sub-Fund shall not have any effect on the assets of any other Sub-Fund or of the Company itself. For the purposes of this Article the term 'proceedings' refers to any court or administrative proceedings whatsoever including the proceedings in terms of Title II of Part V and of Part VI of the Act.

45. Severability

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



Roberto Colapinto
as special attorney
for and on behalf of
Abalone Asset Management Limited



Roberto Colapinto

MICHAEL CALLEJA

This17.....Day of.....JULY.....20.....15

filed by.....VFS.....with.....1.....doc/s.

f/Registrar of Companies



Date: 17/4/2015

To whom it may concern,

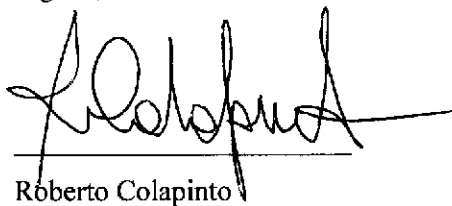
I the undersigned, Roberto Colapinto (Italian Passport Number AA0986131) residing at 67/8, Bisazza Street, Sliema SLM 1643, Malta hereby accept to act as Director of:

WATERFRONT SICAV p.l.c.

an investment company with variable share capital to be registered as a public limited liability company under the laws of Malta.

This consent is being given in terms of Article 139 (1) of the Companies Act (Cap. 386 of the Laws of Malta).

Signed,



Roberto Colapinto

Date: 17/7/2015

To whom it may concern,

I the undersigned, Joseph Xuereb (Maltese ID Card Number: 531161 residing at 33 L'Etoile, Triq l-Ghelejje, Gudja, GDJ 1852, Malta hereby accept to act as Director of:

WATERFRONT SICAV p.l.c.

an investment company with variable share capital to be registered as a public limited liability company under the laws of Malta.

This consent is being given in terms of Article 139 (1) of the Companies Act (Cap. 386 of the Laws of Malta).

Signed,

A handwritten signature in black ink, appearing to be 'J. Xuereb', written over a horizontal line.

Joseph Xuereb

Date: 16/07/2015

To whom it may concern,

I the undersigned, Riccardo Teodori (Italian Passport Number: YA1184524) residing at via Dante Alighieri 10/a, 10050 Villar Focchiardo, (Turin), Italy hereby accept to act as Director of:

WATERFRONT SICAV p.l.c.

an investment company with variable share capital to be registered as a public limited liability company under the laws of Malta.

This consent is being given in terms of Article 139 (1) of the Companies Act (Cap. 386 of the Laws of Malta).

Signed,



Riccardo Teodori

True Copy of original
DT

WATERFRONT SICAV P.L.C.

**2nd Floor, Tower Business Centre,
Tower Street,
Swatar BKR4013,
Malta**

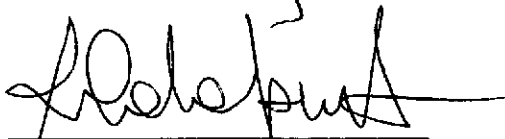
ESTIMATE OF COSTS pursuant to Article 69(2)(a) and (b) of the Companies Act, 1995

The costs payable by **WATERFRONT SICAV P.L.C.** (the "Company") or chargeable to it by reason of its formation up to the time the Company is authorised to commence business and of all costs relating to transactions leading to such authorisation, are estimated at:

61,290 Euro

No special advantage has been granted prior to the time the Company is authorised to commence business to anyone who has taken part in the formation of the Company or in transactions leading to such authorisation.

This the 14th July 2015.



Name: Roberto Colapinto
Director