

委託書
KBI 基金公司
(“基金公司”)

本人/吾等*[名稱] _____ [帳戶名稱] _____

係基金公司有權投票之股東，茲此指派_____或於未指派任何特定人士之情況，由**會議主席**（註 2）或無法由他/她代表時，由基金公司之秘書（the **Company Secretary**）為本人/吾等*之受任人，代本人/吾等*於基金公司於**2021 年 9 月 7 日星期二**大約上午 10:00（愛爾蘭時間）在 Carne Global Financial Services Limited, 2nd Floor, Block E, Iveagh Court, Harcourt Road, Dublin 2, Ireland 所召開之特別股東大會或任何重新召集之會議進行投票。

（*視情況刪除之）

請於下列欄位中標示 "X" 以表達 台端對於各決議之投票。

普通決議:	同意	反對	棄權
“核准基金公司組織章程之修正，詳如 2021 年 8 月 19 日基金公司成員之通知書附件 3[藉此可能被要求進行之微小修正（若有者），以促進中央銀行規定之遵循].”			
普通決議:	同意	反對	棄權
“依據上述 1 所通過之普通決議，核准基金公司依 2021 年 8 月 19 日之成員通知書（下稱「通知書」）第 4 項所揭示之最低年度管理費支付管理費，詳細資訊列於通知書第 4 項”			

除另有其他指示，本委託書應依其認為合適之選項投票之。

簽 署: _____

身份／職稱: _____

日 期: _____, 2021

委託書

KBI 基金公司

(「基金公司」)

1. 若 台端業經出售或轉讓 台端所有之股份，請立即將此通知書交付予買受人或受讓人，或承辦此買賣或轉讓之證券經紀商、銀行或其他中介機構，以將此通知書交付予買受人或受讓人。
2. 公司成員可能依其選擇指派代表。若委任代表時，請刪除「會議主席」，並於相關欄位填入受指派之代表之姓名。
3. 若公司成員未選擇填入其代表，則應認定其擬指派會議主席或委託書所列之其他人士之一作為其代表。
4. 若委任人係一公司，本委託書必須蓋上公司之印鑑或由經合法授權之經辦人員或律師代表其簽署，請確保註明 台端簽署時之身份。
5. 若本委託書係依委任書而簽署時，請確保 台端於委託書後附上原始或經公證-認證之委任書影本。
6. 若係聯名持股人時，應接受聯名持股人之第一位之投票（不論其係親自或以委託書進行投票），並排除其他聯名持股人之投票；為此目的，第一位之認定，應依列於成員登記名簿之聯名持股人之順序為之。
7. 若返回之委託書沒有指明受託人是否同意或棄權，她/他將依其裁量決定其投同意或反對票或她/他是否棄權。
8. 任何對於本委託書之變更，必須以有效之方式為之。
9. 本委託書（及依上述第 5 點所要求之任何委任書）必須完整且以電子郵件，於召開會議或休會的確定時間前 24 小時內寄送至 kbicav@kbigi.com，方為有效。若台端希望以郵寄方式取代電子郵件，請於召開會議或休會的確定時間前 24 小時內，送達至 **Carne Global Financial Services Limited, 2nd Floor, Block E, Iveagh Court, Harcourt Road, Dublin 2, Ireland**。

重要通知：投資人須配合之行為

台端以愛爾蘭註冊基金（KBI 全球投資有限公司擔任投資經理公司、發行機構及銷售機構）記名股東之身份收受本通知。本通知隨函附上投資人通知書，通知召開特別股東大會以配合愛爾蘭中央銀行（「CBI」）於 2020 年 10 月頒佈之新的管理指導原則，討論相關修正建議。

請特別注意 台端所投資之基金的投資經理公司並未變更。KBI 全球投資有限公司仍將持續全權負責 台端所投資之基金的投資程序、投資組合的建立及投資決定。

修正建議係源於 CBI 關於負責愛爾蘭註冊基金之營運的機構（即基金管理公司）的資源配置及實體本質之最新指導原則。KBI 全球有限公司多年來，以下列不同的管理架構營運下列二家基金管理公司：

- **KBI 基金公司：**UCITS 規範之自我管理投資公司，負責全球行銷之 UCITS 商品
- **KBI 基金管理有限公司：**另類投資管理機構法規所規範之管理公司，負責限於愛爾蘭市場行銷之單位信託（即 KBI Global Investment Fund 及 KBI Qualifying Investor Fund）

為遵守 CBI 最新指導原則，建議將該等基金之管理委外予外部機構，Amundi Ireland Ltd.（經過相關競爭的招標程序選定）。Amundi Ireland Ltd.將負責基金之法規與治理相關之職責，但不負責投資管理及銷售。

KBI 基金之架構將從「自我管理」之投資管理公司模式（即基金之董事會負責基金之法規與治理）變成外部管理之基金，由 Amundi Ireland Ltd.將代表基金公司承繼這些職責。依據 CBI 最新之規範（尤其是資源配置及實體本質之相關指導原則），外部管理之基金係目前愛爾蘭註冊之 UCITS 基金較喜愛之選項。Amundi Ireland Ltd.變成 UCITS 基金之基金管理公司，此項變更必須修改公開說明書及其他設立文件，因此需要召開特別股東大會。

（略）

由於投資經理公司並未變更，KBI 全球投資有限公司持續負責所有基金之投資管理，不擬變更 KBI 基金之投資管理費用。惟。因指派外部基金管理公司而增加治理及監管層級，將導致大約 1.5 基點（bps）的額外必要費用，納入「管理費用」類。此項支出，對於某些基金而言，得因某些現行的費用項目未來將涵蓋於擬收取之管理費用項目內，而與其所節省之費用有不同程度地沖抵。

KBI 全球投資有限公司支持並推薦接受此項變更。本公司理解此事項涉及複雜的基金相關術語及運作，可能產生困惑。若 台端在相關通知書所列之變更事項的理解上需要任何協助，可隨時洽詢 KBI 全球投資有限公司服務 台端之客戶服務經理。

KBI 全球投資有限公司

FORM OF PROXY
KBI FUNDS ICAV
(THE "ICAV")

I/We* [Name] _____ of [Account Name] _____

being a holder of shares in the ICAV and entitled to vote, hereby appoint _____ or in the absence of the appointment of any specified person, the **Chairman of the Meeting** (note 2) or failing him/her, the **Company Secretary** as my/our* proxy to vote for me/us* on my/our* behalf at the Extraordinary General Meeting of the ICAV to be held at Carne Global Financial Services Limited, 2nd Floor, Block E, Iveagh Court, Harcourt Road, Dublin 2, Ireland on **Tuesday September 7th, 2021** at 10.00 (approximately) (Irish Time) or any reconvened meeting thereof.

(*delete as appropriate)

Please indicate with an "X" in the spaces below how you wish your vote to be cast for each resolution.

ORDINARY RESOLUTION:	For	Against	Abstain
"To approve the amendments to the Instrument of Incorporation of the ICAV, as detailed in Appendix 3 to the Circular to Members of the ICAV dated August 19 th , 2021 (with such minor amendments, if any, thereto which may be required to facilitate the requirements of the Central Bank)."			
ORDINARY RESOLUTION:	For	Against	Abstain
"Subject to the passing of the ordinary resolution at 1. above, to approve the payment by the ICAV of the Management Fee, as more particularly set out in Section 4 of the Circular to Members dated August 19 th , 2021 (the "Circular"), subject to the Minimum Annual Management Fee disclosed in Section 4 of the Circular."			

Unless otherwise instructed above the proxy shall vote as (s)he sees fit.

Signed: _____

Capacity/Title: _____

Date: _____, 2021

PROXY FORM
KBI FUNDS ICAV
(THE "ICAV")

1. If you have sold or otherwise transferred all of your Shares, please pass this Circular and accompanying Form of Proxy as soon as possible to the purchaser or transferee or to the stockbroker, bank or other agent through whom the sale or transfer was affected for delivery to the purchaser or the transferee.
2. A Member may appoint a proxy of his/her own choice. If the appointment is made delete the words "the Chairman of the meeting" and insert the name of the person appointed as proxy in the space provided.
3. If the Member does not insert a proxy of his/her own choice it shall be assumed that they wish to appoint the Chairman of the meeting or one of the other persons mentioned above to act for them.
4. If the appointer is a corporation, this form must be under the Common Seal or under the hand of some duly appointed officer or attorney duly authorised on its behalf and please ensure that you indicate the capacity in which you are signing.
5. If the instrument appointing a proxy is signed under a power of attorney, please ensure that you enclose an original or a notary-certified copy of such Power of Attorney with your proxy form.
6. In the case of joint holders, 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 for this purpose, the first named shall be determined by the order in which the names of the joint holders stand in the Register of Members.
7. If this form is returned without any indication as to how the person appointed proxy shall vote he/she will exercise his/her discretion as to how he votes or whether he/she abstains from voting.
8. Any alterations made to this form must be initialled to be valid.
9. To be valid, this Proxy Form, (and any Power of Attorney which may be required in accordance with point 5 above) must be completed and forwarded via email to kbiicav@kbigi.com not less than 24 hours before the time fixed for holding the meeting or adjourned meeting. If you wish to post the Proxy Form instead of using email, please send it to **Carne Global Financial Services Limited, 2nd Floor, Block E, Iveagh Court, Harcourt Road, Dublin 2, Ireland**, to arrive not less than 24 hours before the time fixed for holding the Meeting or adjourned meeting.

IMPORTANT NOTICE: INVESTOR ACTION REQUIRED

You are receiving this notice as a registered investor in Irish domiciled funds where KBI Global Investors Ltd is the investment manager, promoter and distributor. This notice accompanies a Circular to investors advising of an EGM to ratify changes that are being proposed following new regulatory guidelines issued by the Central Bank of Ireland ("CBI") in October, 2020.

It is important to note that there are no changes to the investment management of the fund(s) in which you invest. KBI Global Investors Ltd will continue to have full responsibility for the investment process, portfolio construction and investment decisions for your fund(s).

The proposed changes are driven by updated CBI guidelines concerning the resourcing and substance of the entities that are responsible for operating Irish domiciled funds, known as fund management companies. KBI Global Investors Ltd has for many years operated two such fund management companies, in line with differing governance structures, as follows:

- **KBI FUNDS ICAV:** a **UCITS** regulated self-managed investment company for the UCITS products promoted globally
- **KBI FUND MANAGERS LTD:** an **AIFM** regulated management company for the unit trusts promoted exclusively in the domestic Irish market (the KBI Global Investment Fund and the KBI Qualifying Investor Fund)

To best comply with the new CBI guidelines, it is proposed to outsource the management of these fund management companies to an external party, **Amundi Ireland Ltd**, selected after a competitive tender process. Amundi Ireland Ltd's role will relate to the regulatory and governance management of the funds and not to investment management and distribution.

For KBI Funds ICAV, the structure will change from being a 'self-managed' investment company, where the Board of the ICAV itself is responsible for the regulatory and governance management of the funds, to being an externally managed fund, where Amundi Ireland Ltd will assume these responsibilities on behalf of the ICAV. Externally managed funds are now the preferred choice of Irish domiciled UCITS funds in light of the new CBI requirements, specifically relating to resourcing and substance guidelines. Amundi Ireland Ltd will therefore become the fund management company for the UCITS funds and this requires changes to the Prospectus and other constitutional documents, hence the requirement for an EGM.

For the two unit trust funds (KBI Global Investment Fund and KBI Qualifying Investor Fund), KBI Global Investors Ltd's subsidiary company, KBI Fund Managers Ltd, will no longer act as the fund management company and will be replaced by Amundi Ireland Ltd. This also requires changes to the Prospectus and constitutional documents and hence an EGM.

Given that there is no change in investment manager, with KBI Global Investors Ltd continuing to carry out this role for all funds, there is no proposed change to the investment management fees charged to the KBI funds. However, the increased layer of governance and oversight from the appointment of the new external fund management company will necessitate an additional cost of circa 1.5bpts, to be categorised as a 'Management Fee'. This cost may be offset to varying degrees for certain funds as savings from some existing cost items will in future be covered under the proposed Management Fee and will no longer be charged directly to some funds.

KBI Global Investors Ltd supports and recommends the acceptance of the proposed changes. We realise there is a complexity surrounding terminology and the operation of fund vehicles, which can be confusing. If you require any assistance in understanding the changes outlined in the respective Circulars, please don't hesitate to contact your Client Relationship Manager within KBI Global Investors Ltd.

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD SEEK ADVICE FROM YOUR INDEPENDENT LEGAL, TAX, FINANCIAL OR PROFESSIONAL ADVISOR IMMEDIATELY.

CIRCULAR TO MEMBERS OF

KBI FUNDS ICAV

(An open-ended umbrella type Irish collective asset-management vehicle with variable capital and segregated liability between sub-funds registered and authorised by the Central Bank of Ireland to carry on business as an ICAV, pursuant to the Irish Collective Asset-management Vehicles Act 2015, as may be amended from time to time and established as an undertaking for collective investment in transferable securities pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011 as amended.)

NOTICE CONVENING AN EXTRAORDINARY GENERAL MEETING OF MEMBERS OF KBI FUNDS ICAV AT CARNE GLOBAL FINANCIAL SERVICES LIMITED, 2ND FLOOR, BLOCK E, IVEAGH COURT, HARCOURT ROAD, DUBLIN 2, IRELAND AT 10.00AM (APPROXIMATELY) (IRISH TIME) ON TUESDAY SEPTEMBER 7TH, 2021 IS SET OUT IN APPENDIX 1. WHETHER OR NOT YOU PROPOSE TO ATTEND THE MEETING YOU ARE REQUESTED TO COMPLETE THE PROXY FORM ATTACHED TO THIS CIRCULAR IN ACCORDANCE WITH THE INSTRUCTIONS PRINTED THEREON.

The Proxy Form should be returned via email to kbiicav@kbigi.com not less than 24 hours before the time fixed for holding the Meeting or adjourned meeting. If you wish to post the Proxy Form instead of email please send it to **Carne Global Financial Services Limited, 2nd Floor, Block E, Iveagh Court, Harcourt Road, Dublin 2, Ireland**, to arrive not less than 24 hours before the time fixed for holding the Meeting or adjourned meeting.

If you are a registered holder of Shares in the ICAV, a form of proxy for use in connection with the Meeting is enclosed with this document. You are requested to complete the form of proxy in accordance with the instructions printed on the form and to forward it to the address shown on the form as soon as possible and in any event so as to arrive not later than 24 hours before the time appointed for the Meeting. A Member entitled to attend and vote at the Meeting is entitled to appoint one or more proxies to attend and vote in their stead. A proxy need not also be a Member. **If your Shares are registered in the name of a nominee you should instruct your nominee as to how you wish to vote immediately to allow your nominee to vote by the time appointed for the Meeting.**

If you have sold or transferred all your Shares, please forward this document and the accompanying proxies to the purchaser, transferee or other agent through whom the sale or transfer was effected.

The Directors of the ICAV accept responsibility for the accuracy of the contents of this document.

KBI Funds ICAV

Registered Office: 3rd Floor, 2 Harbourmaster Place, IFSC, Dublin 1, Ireland

Date: August 19th, 2021

To: *All Members of the ICAV*

Re: *Extraordinary General Meeting of the ICAV*

Dear Member,

1. INTRODUCTION

The ICAV is authorised by the Central Bank of Ireland (the “**Central Bank**”) as a UCITS umbrella fund with segregated liability between sub-funds (the “**Sub-Funds**”) pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011 and is established as an open-ended umbrella type Irish collective asset-management vehicle with variable capital and segregated liability between sub-funds.

We are writing to you, as a Member of the ICAV, to notify you of our intention to convert the ICAV from a self-managed ICAV to an externally-managed ICAV. In this regard, subject to and in accordance with the terms set out herein, it is proposed that the ICAV will appoint **Amundi Ireland Limited** (the “**Manager**”) as the UCITS management company of the ICAV and that the ICAV will pay a management fee out of the assets of each Sub-Fund to the Manager.

KBI Global Investors Limited (the “**Investment Manager**”) will continue in its role as the investment manager, distributor and promoter of the ICAV and the Manager will at all times continue to delegate the investment management function in respect of the Sub-Funds to the Investment Manager.

Accordingly, it is proposed to convene an extraordinary general meeting of the ICAV (“**EGM**”), which will be held at the offices of Carne Global Financial Services Limited, 2nd Floor, Block E, Iveagh Court, Harcourt Road, Dublin 2, Ireland at 10.00 a.m. on Tuesday September 7th, 2021 in order to seek shareholder approval in respect of (i) certain amendments to the Instrument of Incorporation of the ICAV in order to refer to the appointment of a management company by the ICAV and (ii) the introduction of a management fee payable to the Manager (“**Management Fee**”) in respect of each Sub-Fund.

Words and expressions used in this Circular which are not otherwise defined shall have the same meaning as in the Prospectus of the ICAV (the “**Prospectus**”). In the interests of clarity, the Directors of the ICAV have included the following definitions for some key terms frequently used through-out this Circular:

“**Externally Managed ICAV**”: where an ICAV appoints an external 3rd party to manage the regulatory and governance affairs of the ICAV;

“Investment Manager”:	the party responsible for the investment decisions relating to the sub-funds of the ICAV in line with the investment objective and strategy detailed in the offering documentation;
“Manager”:	the party responsible for managing the regulatory and governance affairs of the ICAV;
“Management Company”:	the entity authorised to act as the Manager ;
“Self-Managed ICAV”:	where the Board of Directors of the ICAV is itself responsible for managing the regulatory and governance affairs of the ICAV.

2. THE PROPOSED APPOINTMENT OF THE MANAGER

Background

The ICAV is currently authorised by the Central Bank as a Self-Managed ICAV pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011, as amended (the “**UCITS Regulations**”).

It is proposed that the ICAV will convert to an Externally Managed ICAV and appoint the Manager as its UCITS management company (the “**Proposed Appointment**”) and the Manager will charge a fee to the ICAV for this service (the “**Management Fee**”). The Manager was incorporated in Ireland on 12 June 1998 (with company number 287793) and is regulated and authorised in the conduct of its investment business by the Central Bank since 27 May, 1998 (with registration number C23576). The Manager was acquired by the Amundi Group on 3 July, 2017.

The Manager has been authorised by the Central Bank as a UCITS management company and to carry on the business of providing management and related administration services to UCITS collective investment schemes. The secretary of the Manager is MFD Secretaries Limited. The Manager's main business is the provision of fund management services to collective investment schemes such as the ICAV. The Manager will at all times maintain a level of minimum capital in accordance with the requirements of the UCITS Regulations.

The directors of the Manager are:

Guillaume Lesage (French resident)
David Harte (Irish resident)
Declan Murray (Irish resident)
Christine Gentil (French resident)
Bernard Hanratty (Irish resident)

Rationale for the Proposed Appointment

In 2017 the Central Bank published its guidelines on the governance, management and effectiveness of fund management companies in Ireland, known as CP 86 guidelines. In October 2020, following a thematic review undertaken earlier that year, the Central Bank issued a letter to fund management companies outlining the key findings from its review and detailing some key updates to their CP 86 governance, management and effectiveness guidelines. Among other things, this letter set out some specific expectations of the Central Bank with regard to the resourcing and substance of fund management companies.

The Directors of the ICAV undertook a full review and assessment of its arrangements against these new guidelines during quarter one 2021, including the cost of transitioning to an Externally Managed ICAV in comparison to the expected costs involved in meeting the new Central Bank expectations for a Self-Managed ICAV. The Proposed Appointment is viewed by the Directors as being necessary for the ICAV due primarily to the increased time commitments for Directors and Designated Persons, the uncertainty associated with future time commitments, the additional regulatory obligations and requirements imposed by the Central Bank and the increasing complexity associated with ensuring that the ICAV's policies and procedures are appropriate, up to date and complied with. The Directors are also of the opinion that the Central Bank letter signals the emergence of the management company as the preferred organisational and corporate governance structure for UCITS funds.

Implications of the Proposed Appointment

Subject to Members' approval as set out in this Circular and the requirements and approval of the Central Bank, the ICAV will become an Externally Managed ICAV and will cease to operate as a Self-Managed ICAV once the Proposed Appointment is effective.

The appointment of the ICAV's various service providers and the related contracts will, pursuant to the requirements of the Central Bank, be adjusted to reflect the presence of the Manager in the ICAV's organisational structure (for example, the Manager will now appoint the ICAV's administrator and the investment manager).

KBI Global Investors Limited (the "**Investment Manager**") will continue in its role as the investment manager, distributor and promoter of the ICAV and the Manager will at all times continue to delegate the investment management function in respect of the Sub-Funds to the Investment Manager.

As outlined above, the ICAV's corporate governance structure will change with the Manager assuming responsibility for ensuring compliance with many of the ICAV's obligations under the UCITS Regulations and the Central Bank's Fund Management Companies Guidance. The Proposed Appointment will not, however, result in any change in the investment management style or level of risk in the portfolios of the Sub-Funds.

The Proposed Appointment will require certain amendments to the Instrument of Incorporation of the ICAV and will result in the imposition of a management fee payable to the Manager (the "**Management Fee**") in respect of each of the Sub-Funds where there was none disclosed in the Prospectus and relevant Supplements previously. These changes require the approval of Shareholders/Members as set out herein in accordance with the Central Bank's requirements.

It is anticipated that the Proposed Appointment will have no adverse effect on the rights of Members and will be in their best interests. All costs and expenses associated with the Proposed Appointment including but not limited to legal fees and issuance of this notice will be borne by the ICAV.

Effective Date

The Proposed Appointment is intended to take effect upon the Proposed Appointment being cleared by the Central Bank and the revised Prospectus and management agreement appointing the Manager being approved by the Central Bank. It is currently expected that such authorisation will be granted on or about September 30th, 2021 (the "**Effective Date**").

On the Effective Date, the ICAV will appoint the Manager to act as its UCITS management company by way of a management agreement entered into by the ICAV and the Manager and the ICAV's status as a Self-Managed UCITS will change to an Externally Managed UCITS.

An application will be filed with the Central Bank with effect from the Effective Date to alter the ICAV's status as a self-managed ICAV to an externally managed ICAV.

3. AMENDMENTS TO THE INSTRUMENT OF INCORPORATION REQUIRING MEMBERS' APPROVAL

Subject to Members' approval and the requirements of the Central Bank, it is proposed to amend certain provisions of the Instrument of Incorporation of the ICAV (the "Instrument") in order to refer to the appointment of a management company by the ICAV and to reflect the role of a management company in the structure of the ICAV. It is also proposed to make certain other amendments to the Instrument, as further described below:

- (i) insertion of a new Clause 1.04 to reflect the binding nature of the Instrument (in order to reflect new Section 8A of the ICAV Act 2015), as inserted by Section 45 of the Investment Limited Partnerships (Amendment) Act 2020 (the "ILP Act");
- (ii) amendment of the sole object of the ICAV as set out in Clause 2.1 of the Instrument in order to reflect new Section 6 (3) (a) of the ICAV Act, as inserted by Section 44 of the ILP Act;
- (iii) insertion of a new Clause 2.2 to provide that the ICAV may take any measure and carry out any operations it may deem necessary to the accomplishment and development of its purpose to the full extent permitted by applicable law and insertion of a new Clause 2.3 to clarify the ancillary powers of the ICAV;
- (iv) amendment of Clause 15.03 to allow the Net Asset Value may be rounded to three decimal places or such other number of decimal places as the Directors may determine and disclose in the Prospectus of the ICAV;
- (v) amendment of Clause 15.04 of the Instrument to provide that the determination of the Net Asset Value of a Fund or attributable to a Class and the issue, redemption and conversion of Participating Shares in any Fund or Class may be suspended by the Directors during any period

when the Directors determine that it is in the best interests of the Shareholders (or Shareholders in the relevant Fund or Class) to do so;

- (vi) insertion of a new Clause 42 headed “Overriding Provisions” in order to provide for certain overriding provisions, to include a statement that if there is any conflict between the provisions of the Instrument and the ICAV Act or Central Bank requirements, the ICAV Act or Central Bank requirements shall prevail;
- (vii) insertion of a new Clause 43 headed “Severability” to provide that if any provisions of the Instrument is held to be invalid, the remainder of the terms of the Instrument shall remain in full force and effect and shall in no way be affected.

The proposed amendments to the Instrument, on which the ICAV's Shareholders will be asked to vote, are detailed in full in Appendix 3 of this Circular.

4. INTRODUCTION OF MANAGEMENT FEE REQUIRING APPROVAL OF THE SHAREHOLDERS OF THE SUB-FUNDS

Subject to approval of the Shareholders of the Sub-Funds and the requirements of the Central Bank, the ICAV will pay a management fee to the Manager, which will take effect on the Effective Date. Details of the maximum management fee payable to the Manager are set out below.

Management Fee

The Manager shall be entitled to receive out of the assets of the ICAV an annual fee in respect of each Fund or Class at a rate not to exceed 0.015% of the Net Asset Value of each relevant Class of each Sub-Fund (plus VAT if any thereon) (the “Management Fee”).

Minimum fees may also apply depending on the Net Asset Value of the Funds and shall be calculated based on an amount equal to €22,500 per annum per Fund (plus VAT if any thereon), which shall be applied on a pro-rata basis across all Funds of the ICAV (the “Minimum Annual Management Fee”). The Minimum Annual Management Fee shall be waived for a 2 year period from September 30th, 2021.

The Management Fee shall accrue as at each Valuation Point and be payable monthly in arrears.

The Manager shall also be entitled to be reimbursed by the ICAV for reasonable out of pocket expenses incurred by it (plus VAT if any thereon).

5. MEMBERS' APPROVAL

For the sanctioning of the ordinary resolution to approve the amendments to the Instrument, a majority of the Members of the ICAV, present in person or by proxy, who cast votes at the Extraordinary General Meeting (the “**Meeting**”) of the Members of the ICAV, is required to vote in favour of such resolution.

For the sanctioning of the ordinary resolution to approve the payment of the Management Fee, a majority of the Shareholders of the Sub-funds of the ICAV, present in person or by proxy, who cast

votes at the Extraordinary General Meeting (the “**Meeting**”) of the Members of the ICAV, is required to vote in favour of such resolution.

The quorum for the Meeting is two Shareholders present (in person or by proxy).

If within half an hour from the time appointed for the Meeting, a quorum is not present, it shall be adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Shareholder present shall be a quorum.

If you are a registered holder of Shares in the ICAV, you will receive a proxy form with this Circular. Please read the notes printed on the form, which will assist you in completing the proxy form and return the proxy form to us. **To be valid, your appointment of a proxy must be received no later than 24 hours before the time appointed for the Meeting and therefore by 10.00am (Irish time) on Monday September 6th, 2021 at the latest.** You may attend and vote at the Meeting even if you have appointed a proxy.

Should you be in any doubt as to the actions you should take, we recommend that you consult with your own tax and legal advisers.

6. REDEMPTION OF SHARES

If the resolutions to approve the changes outlined above are passed by Members, the changes outlined herein shall take effect on the Effective Date. Members will be notified of the outcome of the Meeting by a notice to be issued by the ICAV within one Business Day of the date of the EGM and shall have the right to redeem their Shares at any time from the first Dealing Day after the Meeting in accordance with the procedures set out in the Prospectus and relevant Sub-Fund Supplement. No redemption charge shall be payable on the repurchase of Shares of the ICAV.

7. CHANGES TO THE PROSPECTUS

The Prospectus will be updated to reflect the Proposed Appointment and the various adjustments to the ICAV's organisational structure that results from the Proposed Appointment, as well as the fees payable to the Manager.

In addition, it is proposed to extend the definition of “Business Day” in the following Sub-Fund Supplements to include business days in New York, such that the definition of Business Day will read *“every day, other than a Saturday or Sunday, which are bank business days in Ireland and New York and in such other market or markets to which the Fund has, in the reasonable opinion of the Investment Manager, a substantial exposure or such other day or days as the Directors may determine and notify in advance to Shareholders”*. In this regard, the relevant Sub-funds are:-

- KBI Water Fund
- KBI Energy Solutions Fund
- KBI Global Sustainable Infrastructure Fund
- KBI Global Resource Solutions Fund
- KBI Developed Equity Fund

- KBI Global Equity Fund
- KBI ACWI Equity Fund
- KBI Integris Global Equity Fund
- KBI 50/50 Global/Eurozone Equity Fund

It is also proposed to make certain additional miscellaneous changes / updates to the Prospectus. Please refer to the revised Prospectus for further details. A copy of the revised Prospectus will be available on or around the Effective Date, free of charge upon request from the Manager, the Investment Manager and/or the Administrator.

8. NOTICE AND PROXY FORMS

Details of the specific resolutions which Members will be asked to approve are detailed in the Notice and Proxy Forms attached to this Circular.

This Circular is accompanied by the following documents:

1. Notice of the Meeting of the ICAV to be held at the offices of the ICAV Secretary (Appendix 1);
2. A Proxy Form which allows you to cast your vote by proxy (Appendix 2); and
3. Proposed amendments to the Instrument of Incorporation of the ICAV (Appendix 3).

If you are unable to attend the Meeting but wish to exercise your vote, please complete the attached Proxy Form and return it via email to kbiicav@kbigi.com not less than 24 hours before the time fixed for holding the Meeting or adjourned Meeting. If you wish to post the Proxy Form instead of using email please send it to **Carne Global Financial Services Limited, 2nd Floor, Block E, Iveagh Court, Harcourt Road, Dublin 2, Ireland**, to arrive not less than 24 hours before the time fixed for holding the Meeting or adjourned meeting.

Should you have any questions relating to these matters, you should either contact us at the above address or alternatively you should contact your investment consultant.

9. DIRECTOR'S RECOMMENDATION

The Directors of the ICAV believe that the proposals set out in this document are in the best interests of the Members as a whole and recommend that Members vote in favour of the resolutions being proposed at the Meeting.

10. MEASURES TO REDUCE COVID-19 TRANSMISSION AT THE EXTRAORDINARY GENERAL MEETING

The ICAV considers the health of Members and attendees a top priority.

With a view to reducing COVID-19 transmission at the upcoming Meeting we should be grateful if you could please note the following:

- Personal attendance is not recommended and Members are strongly encouraged to appoint a proxy to attend and vote at the EGM on their behalf, as the preferred means of fully and safely exercising their rights, as personal attendance at the EGM may present a risk to themselves and others.
- That the EGM will be held in accordance with the current Health Service Executive of Ireland ("HSE") guidance and the EGM will be held in accordance with the advice which is in place as at the date of the EGM.

We welcome Members to submit any queries you may have in relation to the EGM to the ICAV's email address at kbiicav@kbigi.com.

It is recommended that Members keep up-to-date with advice from the World Health Organisation, the Health Service Executive and the Irish government.

Yours faithfully,



Director
KBI Funds ICAV

APPENDIX 1
NOTICE OF EXTRAORDINARY GENERAL MEETING
OF
KBI FUNDS ICAV (THE “ICAV”)

NOTICE IS HEREBY GIVEN that the Extraordinary General Meeting of the Members of the ICAV will be held at Carne Global Financial Services Limited, 2nd Floor, Block E, Iveagh Court, Harcourt Road, Dublin 2, Ireland on **Tuesday September 7th, 2021** at 10.00am (approximately) (Irish Time) for the following purposes:

1. ORDINARY RESOLUTION

“To approve the amendments to the Instrument of Incorporation of the ICAV, as detailed in Appendix 3 to the Circular to Members of the ICAV dated August 19th, 2021 (with such minor amendments, if any, thereto which may be required to facilitate the requirements of the Central Bank).”

2. ORDINARY RESOLUTION

“Subject to the passing of the ordinary resolution at 1. above, to approve the payment by the ICAV of the Management Fee, as more particularly set out in Section 4 of the Circular to Members dated August 19th, 2021 (the “Circular”), subject to the Minimum Annual Management Fee disclosed in Section 4 of the Circular.”

By order of the Board

Carne Global Financial Services Limited

Secretary

Dated this August 19th, 2021

Note: A Member of the ICAV entitled to attend and vote at the above meeting is entitled to appoint a proxy to attend and vote in his stead. A proxy need not also be a Member.

APPENDIX 2
FORM OF PROXY
KBI FUNDS ICAV
(THE "ICAV")

I/We* [Name] _____ of [Account Name] _____

being a holder of shares in the ICAV and entitled to vote, hereby appoint _____ or in the absence of the appointment of any specified person, the **Chairman of the Meeting** (note 2) or failing him/her, the **Company Secretary** as my/our* proxy to vote for me/us* on my/our* behalf at the Extraordinary General Meeting of the ICAV to be held at Carne Global Financial Services Limited, 2nd Floor, Block E, Iveagh Court, Harcourt Road, Dublin 2, Ireland on **Tuesday September 7th, 2021** at 10.00 (approximately) (Irish Time) or any reconvened meeting thereof.

(*delete as appropriate)

Please indicate with an "X" in the spaces below how you wish your vote to be cast for each resolution.

ORDINARY RESOLUTION:	For	Against	Abstain
"To approve the amendments to the Instrument of Incorporation of the ICAV, as detailed in Appendix 3 to the Circular to Members of the ICAV dated August 19 th , 2021 (with such minor amendments, if any, thereto which may be required to facilitate the requirements of the Central Bank)."			
ORDINARY RESOLUTION:	For	Against	Abstain
"Subject to the passing of the ordinary resolution at 1. above, to approve the payment by the ICAV of the Management Fee, as more particularly set out in Section 4 of the Circular to Members dated August 19 th , 2021 (the "Circular"), subject to the Minimum Annual Management Fee disclosed in Section 4 of the Circular."			

Unless otherwise instructed above the proxy shall vote as (s)he sees fit.

Signed: _____

Capacity/Title: _____

Date: _____, 2021

PROXY FORM
KBI FUNDS ICAV
(THE "ICAV")

1. If you have sold or otherwise transferred all of your Shares, please pass this Circular and accompanying Form of Proxy as soon as possible to the purchaser or transferee or to the stockbroker, bank or other agent through whom the sale or transfer was effected for delivery to the purchaser or the transferee.
2. A Member may appoint a proxy of his/her own choice. If the appointment is made delete the words "the Chairman of the meeting" and insert the name of the person appointed as proxy in the space provided.
3. If the Member does not insert a proxy of his/her own choice it shall be assumed that they wish to appoint the Chairman of the meeting or one of the other persons mentioned above to act for them.
4. If the appointer is a corporation, this form must be under the Common Seal or under the hand of some duly appointed officer or attorney duly authorised on its behalf and please ensure that you indicate the capacity in which you are signing.
5. If the instrument appointing a proxy is signed under a power of attorney, please ensure that you enclose an original or a notary-certified copy of such Power of Attorney with your proxy form.
6. In the case of joint holders, 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 for this purpose, the first named shall be determined by the order in which the names of the joint holders stand in the Register of Members.
7. If this form is returned without any indication as to how the person appointed proxy shall vote he/she will exercise his/her discretion as to how he votes or whether he/she abstains from voting.
8. Any alterations made to this form must be initialled to be valid.
9. To be valid, this Proxy Form, (and any Power of Attorney which may be required in accordance with point 5 above) must be completed and forwarded via email to kbiicav@kbigi.com not less than 24 hours before the time fixed for holding the meeting or adjourned meeting. If you wish to post the Proxy Form instead of using email, please send it to **Carne Global Financial Services Limited, 2nd Floor, Block E, Iveagh Court, Harcourt Road, Dublin 2, Ireland**, to arrive not less than 24 hours before the time fixed for holding the Meeting or adjourned meeting.

APPENDIX 3

Amendments to the Instrument of Incorporation of the ICAV

INSTRUMENT OF INCORPORATION

OF

KBI FUNDS ICAV

AN UMBRELLA TYPE IRISH COLLECTIVE ASSET-MANAGEMENT VEHICLE WITH VARIABLE
CAPITAL AND WITH SEGREGATED LIABILITY BETWEEN FUNDS

~~(AS APPROVED BY THE BOARD 13th FEBRUARY, 2020)~~

(AS UPDATED BY RESOLUTION OF SHARHOLDERS DATED AS OF [____], 2021)

DILLON  EUSTACE

33 Sir John Rogerson's Quay, Dublin 2, Ireland.

www.dilloneustace.com

**INSTRUMENT OF INCORPORATION
OF KBI FUNDS ICAV
AN UMBRELLA TYPE IRISH COLLECTIVE ASSET-MANAGEMENT VEHICLE WITH VARIABLE
CAPITAL AND WITH SEGREGATED LIABILITY BETWEEN FUNDS**

INDEX

Clause	Subject	Page No.
1.00	DEFINITIONS	4
2.00	OBJECTIVE	11
3.00	PRELIMINARY	12 <u>15</u>
4.00	<u>MANAGER,</u> DEPOSITARY, INVESTMENT MANAGER, ADMINISTRATOR AND DISTRIBUTOR	14 <u>17</u>
5.00	SHARE CAPITAL	16 <u>20</u>
6.00	CONSTITUTION, RIGHTS, ASSETS AND LIABILITIES OF THE ICAV	17 <u>22</u>
7.00	SHARE CERTIFICATES AND CONFIRMATIONS OF OWNERSHIP	20 <u>24</u>
8.00	DEALING DAYS	21 <u>25</u>
9.00	ALLOTMENT OF SHARES.....	21 <u>25</u>
10.00	TERMS OF SUBSCRIPTION	23 <u>27</u>
11.00	QUALIFIED HOLDERS AND COMPULSORY REDEMPTION	25 <u>29</u>
12.00	REDEMPTION OF SHARES	28 <u>32</u>
13.00	TOTAL REDEMPTION	32 <u>35</u>
14.00	CONVERSION OF SHARES.....	33 <u>36</u>
15.00	DETERMINATION OF NET ASSET VALUE	35 <u>37</u>
16.00	VALUATION OF INVESTMENTS	36 <u>39</u>
17.00	TRANSFER AND TRANSMISSION OF SHARES	41 <u>44</u>
18.00	INVESTMENT OBJECTIVES	44 <u>46</u>
19.00	GENERAL MEETINGS.....	46 <u>48</u>
20.00	NOTICE OF GENERAL MEETINGS.....	47 <u>49</u>
21.00	PROCEEDINGS AT GENERAL MEETINGS.....	48 <u>50</u>
22.00	VOTES OF MEMBERS	50 <u>52</u>
23.00	DIRECTORS.....	52 <u>54</u>
24.00	TRANSACTIONS WITH DIRECTORS.....	54 <u>56</u>
25.00	POWERS AND DUTIES OF DIRECTORS	57 <u>59</u>
26.00	BORROWING POWERS.....	59 <u>60</u>
27.00	PROCEEDINGS OF DIRECTORS	59 <u>60</u>
28.00	MANAGING DIRECTORS.....	61 <u>62</u>
29.00	SECRETARY.....	61 <u>62</u>
30.00	THE SEAL	62
31.00	DIVIDENDS	62 <u>63</u>
32.00	CAPITALISATION OF PROFITS AND RESERVES	67
33.00	EQUALISATION ACCOUNT.....	67 <u>68</u>
34.00	ACCOUNTS	68
35.00	AUDITORS.....	70
36.00	NOTICES	71
37.00	WINDING UP	72
38.00	INDEMNITY AND INSURANCE.....	74 <u>73</u>
39.00	DESTRUCTION OF DOCUMENTS	75
40.00	AMENDMENT OF THIS INSTRUMENT	76

41.00	GOVERNING LAW	76
<u>42.00</u>	<u>OVERRIDING PROVISIONS</u>	<u>76</u>
<u>43.00</u>	<u>SEVERABILITY.....</u>	<u>76</u>

**INSTRUMENT OF INCORPORATION
OF KBI FUNDS ICAV
AN UMBRELLA TYPE IRISH COLLECTIVE ASSET-MANAGEMENT VEHICLE WITH
SEGREGATED LIABILITY BETWEEN FUNDS**

1.00 DEFINITIONS

1.01 In this Instrument the words standing in the first column of the table next hereinafter contained, shall bear the meanings set opposite to them respectively in the second column thereof if not inconsistent with the subject or context:

<u>Words</u>	<u>Meanings</u>
“Accounting Date”	<u>means</u> 31 August in each year, or such other date as the Directors may from time to time decide.
“Accounting Period”	<u>means</u> a period ending on an Accounting Date and commencing on the day following expiry of the last Accounting Period.
“Act”	<u>means</u> the Irish Collective Asset-Management Vehicles Act, 2015 and every modification, consolidation, amendment or re-enactment of the same.
“Administration Agreement”	<u>means</u> any agreement between the ICAV <u>and/or the Manager</u> and the Administrator relating to the appointment and duties of the Administrator as may be amended from time to time subject to the Central Bank Requirements.
“Administrator”	<u>means</u> a person or company appointed by the ICAV <u>or the Manager</u> to carry out the day to day administration of the ICAV.
“Auditors”	<u>means</u> the Auditors for the time being of the ICAV.
“Bank Regulations”	the regulations made by the Central Bank under Part 8 of the Central Bank (Supervision and Enforcement) Act, 2013.
“Base Currency”	the currency of account of a Fund as specified in the relevant Supplement relating to that Fund.
“Business Day”	<u>means</u> in relation to a Fund such day or days as may be specified in the relevant Supplement for that Fund.
<u>CBI UCITS Regulations</u>	<u>means the Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1) (Undertakings for Collective Investment in Transferable Securities) Regulations 2019 as may be amended, consolidated or substituted from time to time.</u>
“Central Bank”	<u>means</u> the Central Bank of Ireland or any successor regulatory authority with responsibility for the authorisation

and supervision of the ICAV.

Central Bank's Requirements

~~the~~ means the UCITS Regulations, the CBI UCITS Regulations and any other statutory instrument, regulations, rules, notices, requirements and/or conditions of the Central Bank relating to UCITS whether set out in notices, regulations, , legally binding guidance and/or otherwise issued from time to time by the Central Bank.

"Class"

means a particular division of Participating Shares or Management Shares of the ICAV.

"Clear Days"

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

"Depositary Agreement"

means any agreement made between the ICAV and the Depositary relating to the appointment and duties of the Depositary as amended from time to time subject to the Central Bank Requirements.

"Depositary"

means any corporation appointed and for the time being acting as depositary of all of the assets of the ICAV.

"Dealing Day"

means in relation to a Fund such Business Day or Business Days as shall be determined by the Directors from time to time and specified in the relevant Supplement for that Fund provided always that there shall be at least one Dealing Day every fortnight.

"Dealing Deadline"

means in relation to a Fund, such time on any Dealing Day as shall be specified in the relevant Supplement for that Fund.

"

Directors"

means the Directors of the ICAV or any duly authorised committee or delegate thereof.

"Distribution Agreement"

means any agreement made between the ICAV and/or the Manager and any Distributor relating to the appointment and duties of the Distributor.

"Distributor"

means one or more persons, firms or corporations appointed for the time being providing distribution services in relation to the ICAV in accordance with the Central Bank Requirements.

"Duties and Charges"

means all stamp and other duties, taxes, governmental charges, valuation fees, property management fees, agents fees, brokerage fees, bank charges, transfer fees,

registration fees and other charges whether in respect of the constitution or increase of the assets or the creation, exchange, sale purchase or transfer of shares or the purchase or sale or proposed purchase or sale of investments or otherwise which may have become or will become payable in respect of or prior to or upon the occasion of any transaction, dealing or valuation, but not including commission payable on the issue of Participating Shares.

“Euro or €”

means the lawful currency of the participating member states of the European Union which have adopted the single currency in accordance with the EC Treaty of Rome dated 25th March 1957 (as amended by the Maastricht Treaty dated 7th February 1992).

“Fund”

means a sub-fund of the ICAV representing the designation by the Directors of a particular Class or Classes of Participating Shares as a sub-fund, the proceeds of issue of which are pooled separately and invested in accordance with the investment objective and policies applicable to such sub-fund and which is established by the Directors from time to time with the prior approval of the Central Bank.

“In writing or written”

means written, printed, lithographed, photographed, telexed, telefaxed or represented by any other substitute for writing including any means of electronic communication which may be processed to produce a legible text or partly one and partly another.

“Initial Price”

means the initial price applicable to a Participating Share as specified in the relevant Supplement for each Fund.

“Initial Series”

means a Series of Participating Shares within a performance fee paying Class issued in connection with the initial offering of such Class of Participating Shares.

“Initial Subscription”

means the minimum initial subscription for Participating Shares as may be specified in the relevant Supplement for each Fund.

“Investment Manager”

means one or more persons, firms or corporations appointed in accordance with the Central Bank Requirements and for the time being providing investment management or advisory services in relation to the management of the ICAV's Investments.

“Investment Management Agreement”

means any investment management agreement made between the ICAV and/or the Manager and the Investment Manager relating to the appointment and duties of the Investment Manager as may be amended from time to time

subject to the Central Bank Requirements.

~~“Investment or Investments”~~

means any of the assets or property including without limitation transferable securities, liquid financial assets, derivative instruments, money market instruments, units of collective investment schemes and deposits which may be acquired or held or disposed of by the ICAV and financial derivative instruments and techniques and instruments relating to transferable securities and money market instruments employed by the ICAV for efficient portfolio management.

~~“Ireland”~~

means the Republic of Ireland.

Manager

means any person, firm or corporation appointed and for the time being acting as manager of the ICAV’s affairs.

Management Agreement

means any management agreement made between the ICAV and the Manager relating to the appointment and duties of the Manager as may be amended from time to time.

~~“Management Share”~~

means a management share in the capital of the ICAV as more particularly described in Clause 5 of this Instrument.

~~“Management Fee”~~

means such fee as may be described in the relevant Supplement.

~~“Member State”~~

means a member state of the European Union.

~~“Member”~~

means a Shareholder or a person who is registered as the holder of Management Shares the prescribed particulars of which have been recorded in the Register.

~~“Minimum Holding”~~

means the minimum number or value of Participating Shares, if any, which must be held by Shareholders in any Fund or Class of Participating Shares as specified in the Prospectus or relevant Supplement.

~~“Minimum Subscription”~~

means the minimum subscription for Participating Shares in any Fund or Class, if any, as set out in the relevant Supplement.

~~“Minimum Transaction Size”~~

means the minimum value of subsequent subscriptions, redemptions, conversions or transfers of Participating Shares of any Fund or Class, if any, as specified in the relevant Supplement.

~~“Month”~~

means a calendar month.

~~“Net Asset Value”~~

means the net asset value of a Fund or attributable to a Class of Participating Shares or where relevant a Series

within a Class of Participating Shares (as appropriate) calculated pursuant to Clause 15.02 hereof.

~~“Net Asset Value per Share”~~ means the net asset value of a Participating Share calculated pursuant to Clause 15.03 hereof.

~~“Non-Voting Share”~~ shall have the meaning set out in Clause 6.02 hereof.

~~“OECD Member Country”~~ means each member of the organisation for Economic Co-operation and Development, as may be updated from time to time.

~~“Office”~~ means the registered office of the ICAV.

~~“Official Seal”~~ means a seal kept by the ICAV in accordance with the provisions of Section 34 of the Act.

~~“Ordinary Resolution”~~ means a resolution of the Members of the ICAV or of the Shareholders of a particular Fund or Class(es) of Participating Shares in general meeting passed by a simple majority of the votes cast in person or by proxy at a general meeting of the ICAV, a Fund or Class(es) of Participating Shares as the case may be.

~~“Organisational Expenses”~~ means the organisational expenses incurred by the ICAV in the formation and establishment of the ICAV or a Fund or Class and the raising of its share capital including without limitation the fees of the professional advisers of the ICAV, commissions payable to brokers and others for underwriting placing, selling or guaranteeing or procuring the underwriting, placing, selling of or guaranteeing the subscription for any shares or securities of the ICAV and any costs or expenses (whether incurred directly by the ICAV or not) incurred in connection therewith or with any subsequent application for a listing or quotation of any of the shares in the ICAV on any Recognised Exchange or any application for registration, authorisation or recognition of the ICAV in any country and any other expenses which the Directors consider to be in the nature of such expenses.

~~“OTC”~~ means over-the-counter.

~~“Paid Up”~~ means the amount paid up as capital on any share including any amount credited as paid up.

~~“Participating Share”~~ means a redeemable participating share in the capital of the ICAV as more particularly described in Clause 5 of this Instrument and designated in one or more Funds, issued in accordance with this Instrument and having the rights

provided for under this Instrument.

~~“Pounds”~~, ~~“Sterling”~~ or ~~“£”~~ or £ means the lawful currency for the time being of the United Kingdom.

~~“Prospectus”~~ means the prospectus of the ICAV and any Supplements and addenda thereto issued by the ICAV in accordance with the requirements of the UCITS Regulations.

~~“Recognised Exchange”~~ means a stock exchange or market (including derivatives markets) which meets with the regulatory criteria (regulated, operates regularly, be recognised and open to the public) and which are listed in the Prospectus.

~~“Redemption Price”~~ means the price at which Participating Shares of a Fund or Class shall be redeemed pursuant to this Instrument calculated in accordance with Clause 12.00.

~~“Register”~~ means the register maintained by or on behalf of the ICAV in which are listed the names of the Members of the ICAV.

~~“Regulations”~~ ~~means collectively the UCITS Regulations and the Central Bank (Supervision and Enforcement) Act 2013 (Section 48 (1)) (Undertakings for Collective Investment in Transferable Securities) Regulations 2015, as amended, consolidated or substituted from time to time and any notices or guidance issued thereunder.~~

~~“Seal”~~ means the common seal of the ICAV.

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

~~“Securities Act”~~ means the United States Securities Act of 1933, as amended, substituted or enacted from time to time.

~~“Securities System”~~ means a generally recognised book-entry or other settlement system or clearing system or house or agency which may or may not also act as a securities depository the use of which is customary for securities settlement activities in the jurisdiction(s) in which Investments of the ICAV are held by or on behalf of the Depositary and through which the Depositary or its duly authorised delegate may transfer, settle, clear, deposit or maintain Investments owned or held on behalf of the ICAV whether in certificated or uncertificated form and shall include any services provided by any network service provider or carriers or settlement banks used by a Securities System but shall not include the participants in the system.

~~“Series”~~ means a series of Participating Shares issued in respect of any performance fee-paying Class of one or more Funds of

the ICAV, as determined by the Directors from time to time.

~~“Shareholder”~~

means a person who is registered as the holder of one or more Participating Shares the prescribed particulars of which have been recorded in the Register.

~~“Signed”~~

means a signature, mark or representation of a signature, affixed by mechanical, electronic or other means.

~~“Special Resolution”~~

means a special resolution of the Members of the ICAV or the Shareholders of a particular Fund or Class(es) of Participating Shares in general meeting passed by not less than seventy-five per cent of the votes cast in person or by proxy at a general meeting of the ICAV, a Fund or Class(es) of Participating Shares as the case may be.

~~“Standing Redemption and Payment Instructions”~~

means instructions specifying a named and numbered account at any one bank to which the proceeds of the redemption or sale of any Participating Shares are to be paid.

~~“Subscription Price”~~

means the price at which Participating Shares of a Fund or Class shall be issued pursuant to Clause 10 hereof.

~~“Supplement”~~

means a Supplement to the Prospectus outlining information in respect of a Fund and/or Class.

~~“UCITS”~~

means an Undertaking for Collective Investment in Transferable Securities established pursuant to EC Council Directive 2009/65/EEC of 13 July, 2009 as amended, consolidated or substituted from time to time.

~~“UCITS Regulations”~~

means the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011 (S.I. No. 352 of 2011) as amended, consolidated or substituted from time to time.

~~“UK”~~

means the United Kingdom of Great Britain and Northern Ireland.

UK

~~“United States”~~

means the United States of America (including the States and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction.

~~“US Dollar”~~, ~~“USD”~~ or ~~“or US\$”~~

means United States Dollars, the lawful currency for the time being of the United States of America.

~~“US Person”~~

means a US Person as defined in the Prospectus or otherwise determined by the Directors.

~~“Valuation Day”~~

means in relation to a Fund such day or days as shall be

specified in the relevant Supplement for that Fund and determined by the Directors from time to time.

~~“Valuation Point”~~

means the time by reference to which the Net Asset Value shall be calculated on or with respect to each Dealing Day as determined by the Directors and specified in the relevant Supplement for each Fund.

~~“Voting Share”~~

shall have the meaning set out in Clause 6.02 hereof.

1.02 In this Instrument, unless there be something in the subject or context inconsistent with such construction:-

- (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 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) all references to a time of day or night shall be to Irish time;
- (f) references to enactments and to sections of enactments shall include reference to any modifications or re-enactments thereof for the time being in force; and
- (g) headings and captions in this Instrument are inserted for convenience of reference only and shall not affect the construction or interpretation hereof.

1.03 Where for the purposes of this Instrument or for any other purpose any amount in one currency is required to be converted into another currency the Directors may effect such conversion using such rates as are quoted by such banks as the Directors may deem appropriate at the relevant time except where otherwise in this Instrument specifically provided.

1.04 All Members shall be bound by the terms of this Instrument to the same extent as if it had been signed and sealed by each Member and contained covenants by the ICAV and each Member to observe all the provisions of this Instrument and each provision of the Act that is applicable to the ICAV.

2.00 OBJECTIVE

~~The~~ 2.1.1 Subject to Clause 2.1.2 below, the sole object of the ICAV is the collective investment of its funds in property and giving members the benefit of the results of the management of its funds.

2.1.2 With effect from 1st February, 2022, the sole object of the ICAV is investment in either or both transferable securities and other liquid financial assets referred to in Regulation 68 of the

UCITS Regulations of capital raised from the public and the ICAV operates on the principle of risk spreading.

2.2 The ICAV may take any measure and carry out any operations which it may deem useful or necessary to the accomplishment and development of its purpose to the full extent permitted by applicable law.

2.3 For the purposes of achieving its object, the ICAV shall, in addition to all powers implied at law or under regulation, also have the following powers:

2.3.1 To carry on business as an Irish collective asset-management vehicle and for that purpose to acquire, dispose of, invest or participate in and hold either in the name of the ICAV or in that of any nominee, by way of investment or otherwise assets including without limitation shares, stocks, warrants, debentures, debenture stock, loan stock bonds, notes, obligations, certificates of deposit, and other instruments creating or acknowledging indebtedness issued by or on behalf of any body corporate, mutual body, government or local authority, treasury bills, trade bills, bank acceptances, bills of exchange, money market instruments, fixed rate securities, variable or floating rate securities, securities in respect of which the return and/or any redemption amount is calculated by reference to any index, price or rate, commercial paper, mortgage or asset backed securities, promissory notes, obligations and stocks, shares, securities and financial instruments of any kind created, issued or guaranteed by any government, sovereign ruler, commissioners, public body or authority, trust, municipal, local, supranational authority agency or division thereof or otherwise in any part of the world or by any bank, financial institution, association, partnership or company, unit trust scheme, mutual fund or collective investment scheme whether with limited or unlimited liability wherever incorporated or carrying on business, policies of assurance and insurance, domestic and foreign currency and any present or future rights or interests to or in any of the foregoing and from time to time to sell, exchange, lend, vary or dispose of and grant and dispose of options over any of the foregoing and to deposit money (or place money on current account) with such persons in such currencies and otherwise on such terms as may seem expedient, in each case as may be permitted by Central Bank Requirements;

2.3.2 To employ, utilise, acquire or dispose of derivative instruments and techniques of all kinds whether for the purposes of investment and/or for the efficient management of the ICAV's assets as may be permitted by Central Bank Requirements and in particular, without prejudice to the generality of the foregoing, to enter into, accept, issue, write and otherwise deal with forwards, swaps, futures, options or other derivatives on one or more rates, currencies, equity securities or other equity instruments, debt securities or other debt instruments, economic indices or measures of economic risk or value, or other benchmarks against which payments or deliveries are to be made, repurchase transactions, reverse repurchase transactions, buy/sell-back transactions, securities lending transactions, when issued transactions, delayed delivery transactions or forward purchases or sales of a security, or other financial instrument or interest (including any option with respect to any of these transactions) and any combination of these transactions or other instruments which are similar thereto or derived therefrom.

2.3.3 To acquire and dispose of any such assets or property specified in 2.3.1 and 2.3.2 above by original subscription, contract, tender, purchase, exchange, transfer, assignment, participation whether in syndicates or otherwise, and whether or not fully paid up and whether or not payment is to be made at the time of issue or on a delayed delivery basis and to subscribe for the same, either conditionally or otherwise, subject to such terms and conditions (if any) as

may be thought fit and to exercise and enforce all rights and powers conferred by or incidental to the ownership thereof and advance, deposit or lend securities and/or property (being those items which the ICAV is empowered to invest or otherwise deal in pursuant to Clause 2.3.1 and 2.3.2 above) to or with such persons and on such terms as may seem expedient and to discount, buy and sell bills, notes, warrants, coupons and other negotiable or transferable instruments, securities or documents of whatsoever nature;

- 2.3.4 To exercise and enforce all rights and powers conferred by or incidental to the ownership of any shares, stocks, obligations, securities or instruments held, dealt or otherwise utilised by the ICAV;
- 2.3.5 To sell, dispose of, or transfer the undertaking of the ICAV or any part thereof whether or not for the purpose of a merger, amalgamation or otherwise for such consideration as the Directors may think fit including without limitation shares, debentures, or securities of any other company;
- 2.3.6 To make, draw, accept, endorse, negotiate, issue, discount, and otherwise deal with debentures, bonds or other obligations, promissory notes, bills of exchange, cheques, letters of credit and other notes;
- 2.3.7 To acquire by purchase, exchange, lease, fee farm grant or otherwise, either for an estate in fee simple or for any lesser estate or other estate or interest, whether immediate or reversionary, and whether vested or contingent, any lands, tenements or hereditaments of any tenure, whether subject or not to any charges or encumbrances which are essential for the direct pursuit of its business;
- 2.3.8 In accordance with Central Bank Requirements, to establish or acquire a wholly owned subsidiary or subsidiaries of the ICAV for the benefit of the ICAV as a whole or one or more Funds, the investments, assets and shares of which are held by the Depositary or a sub-custodian appointed by the Depositary, and to capitalise any such subsidiary in any manner as the Directors may from time to time consider appropriate, including by way of share capital, loan or otherwise.
- 2.3.9 To merge, in accordance with Central Bank Requirements, either on a domestic or cross-border basis any Fund with another collective investment scheme;
- 2.3.10 To amalgamate or enter into any arrangement for sharing profits, union of interest, joint venture, reciprocal concession, co-operation or otherwise with any company carrying on, or engaged in, any business or transaction which the ICAV is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit the ICAV and to take or otherwise acquire and hold shares or stock in or securities of any such company, to assist any such company, and to sell, hold, or otherwise deal with such shares, stock or securities;
- 2.3.11 To promote any company for the purpose of acquiring all or any of the property or liabilities of the ICAV, or of undertaking any business or operations which may appear likely to assist or benefit the ICAV or to enhance the value of or render more profitable any property, assets or business of the ICAV, or for any other purpose which may seem directly or indirectly calculated to benefit the ICAV and to pay all the expenses of or incidental to such promotion;

- 2.3.12 To promote and aid in promoting, constitute, form or organise any company or companies, syndicates or partnerships of all kinds in any part of the world and to subscribe for shares or participations or other securities thereof for the purpose of carrying on any business which the ICAV is authorised to carry on or of advancing directly or indirectly the objects thereof, or for any other purpose which may seem directly or indirectly calculated to benefit the ICAV;
- 2.3.13 To enter into any arrangements with any government, or authority, supreme, municipal, local or otherwise, and to obtain from any such government or authority any rights, concessions and privileges that may seem conducive to the object of the ICAV;
- 2.3.14 To accumulate capital for any of the purposes of the ICAV and to appropriate any of the ICAV's assets to specific purposes, either conditionally or unconditionally and to admit any class or section of those who have any dealings with the ICAV to any share in the profits thereof or in the profits of any particular branch of the ICAV's business, or to any other special rights, privileges, advantages or benefits;
- 2.3.15 To increase or reduce the capital of the ICAV in any manner not prohibited by law;
- 2.3.16 In accordance with Central Bank Requirements, to borrow and raise money in any manner and to secure with or without consideration the repayment of any money borrowed, raised, or owing by charge, debenture, bond, standard security, lien, assignment or any other security of whatsoever nature upon the ICAV's property or assets (whether present or future) and also by a similar charge, debenture, bond, standard security, indemnity, lien, assignment or security of whatsoever nature to secure and guarantee the performance by the ICAV of any obligation or liability on it or which it may undertake or which may become binding upon it;
- 2.3.17 To create, maintain, invest and deal with any reserve or sinking funds for redemption of obligations of the ICAV, or for depreciation of works or stock, or any other purpose of the ICAV;
- 2.3.18 To distribute among the members of the ICAV in kind any property of the ICAV, or any proceeds of sale or disposal of any assets of the ICAV;
- 2.3.19 Subject to Central Bank Requirements and applicable law, to grant indemnities of every description and to undertake obligations of any description;
- 2.3.20 Subject to Central Bank Requirements and applicable law, to transfer any assets of the ICAV or any Fund to a third party which third party may re-use such assets;
- 2.3.21 To sell, let, develop, dispose of or otherwise deal with the undertaking or all or any part of the property real or personal, rights or privileges of the ICAV upon such terms as the ICAV may think fit, with power to accept as consideration therefor, any shares, stocks, debentures, securities or obligations of or interest in any other collective investment scheme or company;
- 2.3.22 To delegate activities to third parties for the purpose of the more efficient conduct of the ICAV's business pursuant to the Act, including but not limited to management companies, investment managers, investment advisors, administrators and distributors;
- 2.3.23 To employ any person, firm, company or other body to provide any other services to the ICAV incidental to the pursuit of its objects and/or to investigate and examine the conditions, prospects, values, character and circumstances of any business concern or undertaking and generally of any assets, concessions, properties or rights;

- 2.3.24 To remunerate any person, firm or company rendering services to the ICAV;
- 2.3.25 To procure the ICAV or its share capital to be registered, authorised or recognised with any body or association in any foreign country, colony, dependency, municipality or place;
- 2.3.26 To the extent permitted by law to obtain and hold, either alone or jointly with any person or company, insurance cover in respect of any risk of the ICAV and any persons who are or were at any time its directors, officers, employees and agents and to pay any premium thereon;
- 2.3.27 To pay all or any expenses of, incidental to or incurred in connection with the formation and registration of the ICAV and the raising of its share capital and the ongoing operation of its business activities, or to contract with any person or company to pay the same, and (subject to the provisions of any statute for the time being in force) to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing or procuring the underwriting, placing, selling of or guaranteeing the subscription for any shares or securities of the ICAV and any other expenses which the Directors consider to be in the nature of such expenses;
- 2.3.28 To apply for, purchase or otherwise acquire any patents, trademarks, copyrights, designs, licences, and like rights, conferring an exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the ICAV or the acquisition of which may seem calculated directly or indirectly to benefit the ICAV and to use, exercise, develop, sell, grant licences in respect of, or otherwise turn to account the rights and information so acquired;
- 2.3.29 To pay for any property or rights acquired by the ICAV either in cash or by the issue of fully paid shares of the ICAV;
- 2.3.30 To exercise all or any of the above powers in any part of the world, and as principals, agents, contractors, trustees or otherwise, and either by or through trustees, agents, sub-contractors or otherwise and either alone or in partnership or conjunction with any person or company, and to contract for the carrying on of any operation connected with the ICAV's business by any person or company; and
- 2.3.31 To do all such other things as may be deemed requisite, incidental or conducive to the attainment of the objects of the ICAV.

Each of the powers of the ICAV (whether enumerated or not) is to be interpreted and exercised as ancillary to the main object but separate from and ranking equally to any other power.

3.00 PRELIMINARY

- 3.01 The business of the ICAV shall be commenced as soon after the registration of the ICAV under the Act and authorisation of the ICAV under the UCITS Regulations as the Directors think fit.
- 3.02 The Organisational Expenses payable by the ICAV may in the accounts of the ICAV be carried forward and amortised in such manner and over such period as the Directors may determine and the Directors may at any time and from time to time determine to lengthen or shorten any such period. Any Organisational Expenses attributable to one or more Funds

shall be allocated between the relevant Funds pro rata and shall be subject to such adjustment following the establishment of new Funds as the Directors may determine.

3.03 The ICAV and/or each Fund and, where expenses or liabilities are attributable specifically to a Class, Class shall also bear the following expenses and liabilities or, where appropriate, its pro rata share thereof subject to adjustment to take account of expenses and/or liabilities attributable to one or more Classes:-

- (a) all fees and expenses, to include reasonable out-of-pocket expenses, payable to or incurred by the ICAV, [the Manager](#), the Administrator, the Depositary, any Investment Manager, adviser, any paying agent or Distributor or other service provider appointed by or on behalf of the ICAV and their respective delegates;
- (b) Duties and Charges, all taxes or government duties which may be payable on the assets, income or expenses of the ICAV and bank charges and commissions incurred by or on behalf of the ICAV in the course of its business;
- (c) all fees and expenses of the Directors, to include reasonable out-of-pocket expenses;
- (d) the remuneration and expenses of any paying agent or representative or correspondent bank appointed in any jurisdiction in compliance with the law or other requirements of that jurisdiction;
- (e) the remuneration, commissions and expenses incurred or payable in the registration, marketing, promotion and distribution of Participating Shares including without limitation commissions payable to any person in consideration of his subscribing or agreeing to subscribe or procuring or agreeing to procure subscriptions for any Participating Shares in the ICAV and the costs and expenses of preparation and distribution of all marketing material and advertisements;
- (f) all fees and expenses connected with the preparation, publication and supply of information to the Shareholders and the public including, without limitation, the cost of preparing, translating, printing, updating and distributing the Prospectus and any Supplements and any periodic updates thereof, the key investor information documents, marketing literature, the annual audited report, the half-yearly reports and any other periodic reports and the calculation, publication and circulation of the Net Asset Value per Participating Share, certificates, confirmations of ownership and of any notices given to Shareholders in whatever manner;
- (g) all fees and expenses incurred in connection with the convening and holding of Members' meetings;
- (h) all fees and expenses incurred or payable in registering and maintaining a Fund or Class registered with any and all governmental and/or regulatory and/or rating agencies, clearance and/or settlement systems and/or any exchanges in any various countries and jurisdictions including, but not limited to, all filing and translation expenses;
- (i) all fees and expenses incurred or payable in listing and in maintaining or complying with the requirements for the listing of the Participating Shares on the Irish Stock

Exchange (or other exchange to which Participating Shares may be admitted);

- (j) legal and other professional fees and expenses incurred by the ICAV or by or on behalf of its agents or delegates in any actions taken or proceedings instituted or defended to enforce, protect, safeguard, defend or recover the rights or property of the ICAV;
- (k) any amount payable under indemnity provisions contained herein or in any agreement with any functionary of the ICAV other than provisions indemnifying the functionary against claims arising from negligence, fraud or wilful default or as otherwise set out in the relevant agreement with the functionary;
- (l) all sums payable in respect of any policy of insurance taken out by the ICAV including, without limitation, any policy in respect of directors' and officers' liability insurance cover;
- (m) all expenses involved in obtaining and maintaining a credit rating for the ICAV from any rating agency or for any Funds or Classes or Participating Shares or any asset of any Funds;
- (n) all fees and expenses of the Auditors, tax, legal and other professional advisers and company secretarial fees and any valuer or other supplier of services to the ICAV;
- (o) the costs of any amalgamation or restructuring of the ICAV or any Fund;
- (p) the costs of winding up the ICAV or terminating any Fund;
- (q) all other liabilities and contingent liabilities of the ICAV of whatsoever kind and all fees and expenses incurred in connection with the ICAV's operation, administration and management (including, without limitation, all company secretarial expenses and all Central Bank filings and statutory fees) or as may be deemed incidental or conducive to objectives, powers or policy of the ICAV;

in each case all of the above payable inclusive of any taxes or charges including applicable value added tax (if any).

3.04 All fees and expenses of the ICAV or all fees and expenses attributable to a Fund, Class of Participating Shares or Series will be charged against current income or against realised and unrealised capital gains of the ICAV or charged against current income and/or against realised and unrealised capital gains attributable to a Fund, Class of Participating Shares or Series (whichever is applicable) and/or, if the Directors so determine, against the capital or assets of the ICAV or against the capital or assets attributable to a Fund, Class of Participating Shares or Series (whichever is applicable) in such manner and over such period as the Directors may from time to time decide in accordance with the Central Bank Requirements.

4.00 MANAGER, DEPOSITARY, INVESTMENT MANAGER, ADMINISTRATOR AND DISTRIBUTOR

~~4.01~~

4.01 Subject to Central Bank Requirements, the Directors may, whether by standing resolution, power of attorney or otherwise, delegate all or part of their powers, authorities or discretions for such period and subject to such conditions as they may think fit to the Manager (if any) or any duly authorised company, firm or other person and subject to the Act and Central Bank Requirements, may also authorise the Manager (if any) or any such company, firm or person to delegate all or any of the powers, authorities and discretions so delegated. The terms of any such delegation or appointment may contain certain indemnities in favour of the relevant delegate or appointee as the Directors may think fit.

4.01.1 Without prejudice to the generality of the foregoing, the ICAV may, with the prior approval of the Central Bank, appoint a person, firm or corporation to act as Manager of the ICAV's affairs upon such terms and conditions, including the right to remuneration payable by the ICAV and with such powers, entitlement to indemnities and such restrictions as it (with the agreement of the Manager) thinks fit. A Manager appointed by the ICAV shall be approved by the Central Bank and the terms of any Management Agreement shall be in accordance with Central Bank Requirements. The terms of appointment of any Manager may authorise such Manager to appoint (with the powers of sub-delegation) agents or delegates at the expense of the ICAV or otherwise as determined by the ICAV and the Manager. The maximum fee that may be charged by the Manager (as detailed in the Prospectus or relevant Supplement and which for the avoidance of doubt shall include (i) the maximum fee payable to any Investment Manager where such fee is discharged out of the assets of the ICAV and (ii) any performance related fee payable to the Manager or any Investment Manager (if any) shall not be increased without approval of the Shareholders of the relevant Fund or Class on the basis of (i) an Ordinary Resolution passed at a general meeting of the relevant Fund or Class or (ii) by way of a written resolution signed in accordance with Clause 21.13 hereof. The ICAV shall provide Shareholders with reasonable notice in the event of an increase of the maximum fee payable to the Manager to enable a Shareholder to redeem some or all of their Participating Shares prior to the implementation of the proposed increase.

Where the UCITS Regulations, the CBI UCITS Regulations or the Central Bank impose an obligation on the "responsible person" with respect to any matter contained herein, the Directors shall, subject to any limitations thereon as determined by the Directors, be deemed to have authorised any Manager appointed by the ICAV to exercise such powers on their behalf.

4.01.2 Subject to the terms of the Management Agreement, either party to the Management Agreement may terminate the Management Agreement upon providing the relevant notice and in such circumstances as set out in the Management Agreement. In the event of the Manager desiring to retire or the ICAV desiring to remove the Manager from office and the Directors determining to appoint a Manager in lieu of the Manager retiring or being replaced, the Directors of the ICAV shall use their reasonable endeavours to find a person, firm or corporation willing to act as Manager and subject to the prior approval of the Central Bank, the Directors shall appoint such person, firm or corporation to be Manager in place of the former Manager. Any such replacement of the Manager will be carried out in such a manner that ensures the protection of Shareholders.

4.01.3 The Manager may not retire or be removed from office until (i) the Directors shall have found a corporation willing to act as Manager and such corporation shall have been appointed Manager in place of the former Manager or (ii) the Directors shall have determined to seek authorisation from the Central Bank as a self-managed ICAV pursuant to the UCITS Regulations and such authorisation has been obtained.

The Manager may also be replaced by the Central Bank in accordance with the provisions of the UCITS Regulations.

4.02

=

- (a) Subject to the prior approval of the Central Bank the ICAV shall appoint a Depositary to be responsible for the safe-keeping of all the Investments of the ICAV and to perform such other duties upon such terms and conditions including the right to remuneration payable by the ICAV as the Directors may from time to time (with the agreement of the said Depositary) determine.
- (b) The Depositary shall be a company approved for the purpose by the Central Bank and the terms of any Depositary Agreement shall be in accordance with the Central Bank Requirements.

~~4.02~~

-

4.03

=

- (a) The ICAV ~~-, or in the event of the appointment of a Manager by the ICAV, the Manager~~ may appoint:
 - (i) one or more persons, firms or corporations to act as Investment Manager for the purpose of managing the investment and reinvestment of the Investments of the ICAV attributable to one or more Funds on a discretionary basis and upon such terms and conditions including the right to remuneration payable by the ICAV as the Directors may from time to time (with the agreement of the said Investment Manager) determine. The maximum fee that may be charged by the Investment Manager (as detailed within the Prospectus) shall not be increased without approval of the Shareholders of the relevant Fund of the ICAV on the basis of a simple majority of votes cast in a general meeting or with the prior written approval of all Shareholders of the relevant Fund in accordance with this Instrument. The ICAV shall provide Shareholders with reasonable notice in the event of an increase of the maximum fee payable to the Investment Manager; and
 - (ii) a person, firm or corporation to act as Administrator of the ICAV for the purpose of administering the affairs of the ICAV and, in each case, to perform such other duties upon such terms and conditions including the right to remuneration payable by the ICAV as the Directors may from time to time (with the agreement of the said Administrator) determine.
- (b) The terms of any Investment Management Agreement and the appointment of an Investment Manager shall be in accordance with the Central Bank Requirements.
- (c) The terms of any Administration Agreement and the appointment of an Administrator shall be in accordance with the Central Bank Requirements.

~~4.03~~

-

4.04

- =
- (a) The ICAV ~~-, or in the event of the appointment of a Manager by the ICAV, the Manager~~ may appoint one or more persons, firms or corporations to act as distributor(s) for the purpose of marketing and distributing the Participating Shares of the ICAV and to perform such other duties upon such terms and conditions including the right to remuneration payable by the ICAV as the Directors may from time to time (with the agreement of the said distributors) determine.
- (b) The appointment of a Distributor shall be in accordance with ~~the requirements of the Regulations and the~~ Central Bank Requirements.

~~4.04~~4.05 The terms of appointment of any Depositary may authorise such Depositary to appoint (with powers of sub-delegation) sub-custodians, nominees, agents or delegates at the expense of the ICAV or otherwise as determined by the Depositary and the ICAV.

~~4.05~~4.06 In the event of the Depositary desiring to retire or the ICAV desiring to remove the Depositary from office, the Directors shall use their reasonable endeavours to find a corporation willing to act as depositary and subject to the prior approval of the Central Bank and Clause 4.01(b) the Directors shall appoint such corporation to be Depositary in place of the former Depositary. The Depositary may not retire or be removed from office until the Directors shall have found a corporation willing to act as Depositary and such corporation shall have been appointed Depositary in place of the former Depositary.

~~4.06~~4.07 If within a period of three months or such other period as agreed under the terms of the Depositary Agreement from the date on which (a) the Depositary notifies the ICAV of its desire to retire in accordance with the terms of the Depositary Agreement and has not withdrawn notice of its intention to so retire; (b) the appointment of the Depositary is terminated by the ICAV in accordance with the terms of the Depositary Agreement; or (c) the Depositary ceases to be qualified under Clause ~~4.01(b)~~4.02(b), no new Depositary has been appointed, the Directors shall instruct the Secretary to forthwith convene a general meeting of the ICAV at which there shall be proposed an Ordinary Resolution to wind up the ICAV in accordance with the provisions of Clause 37.00. Notwithstanding anything set out above, the Depositary's appointment shall only terminate on revocation of the ICAV's authorisation by the Central Bank.

5.00 SHARE CAPITAL

- 5.01 The ICAV may issue shares subject to and in accordance with this Instrument, the Prospectus, the Bank Regulations, the Central Bank Requirements and the Act.
- 5.02 The share capital of the ICAV shall be equal to the value for the time being of the issued share capital of the ICAV. The actual value of the paid up share capital of the ICAV shall at all times be equal to the value of the assets of the ICAV after deduction of its liabilities. The share capital of the ICAV is to be divided into a specified number of shares without assigning any nominal value to them.
- 5.03 Shares of the ICAV shall be divided into ordinary participating shares of no nominal value (“**Participating Shares**”) and ordinary management shares of no nominal value

(“**Management Shares**”). The ICAV may issue shares as fully paid up, or subscribed and partly paid up, in accordance with this Instrument, the Central Bank Requirements, ~~the Bank Regulations~~ and the Act. The liability of Members in respect of payment on their shares shall be limited to the amount, if any, unpaid, on the shares respectively held by them. As more specifically described in Clause 12 of this Instrument, Participating Shares shall at the request of any of the Shareholders, be purchased by the ICAV directly or indirectly out of the Investments of the ICAV unless and to the extent as may be provided for in this Instrument, approved by the Central Bank and subject to such requirements as may be imposed by the Central Bank under the Act or any other enactment.

- 5.04 Subject and without prejudice to Clause 6.02 hereof, Shareholders shall have the right to participate in or receive profits or income arising from the acquisition, holding, management or disposal of Investments of the relevant Fund, to vote at any general meeting of the ICAV or at any meeting of the relevant Fund or Class of Participating Shares in respect of which such Participating Shares have been issued and such other rights as may be provided in respect of Participating Shares of a particular Fund or Class, in each case as more particularly described in the Prospectus and/or relevant Supplement subject always to the Central Bank Requirements, ~~the Bank Regulations~~ and the Act. Holders of Management Shares shall have the right to receive an amount not to exceed the consideration paid for such Management Shares and to vote at any general meeting of the ICAV in accordance with the provisions of this Instrument.
- 5.05 The Directors are hereby generally and unconditionally authorised to exercise all the powers of the ICAV to issue shares in the ICAV on such terms and in such manner as they may think fit.
- 5.06 The Directors may, subject to this Instrument, the Prospectus, the Central Bank Regulations Requirements and the Act, allot, issue, grant options over or otherwise dispose of Participating Shares in the ICAV to such persons on such terms and conditions and at such times and in such manner as they may think fit. The Participating Shares shall be divided into such Classes or Funds as the Directors may from time to time determine. On or before the allotment of any Participating Shares, the Directors shall determine the Class or Fund to which such Participating Shares are designated. All monies payable in respect of a Participating Share (including without limitation, the subscription and redemption monies and dividends in respect thereof) shall be paid in the currency in which the Participating Share is designated or in such other currency or currencies as the Directors may determine either generally or in relation to a particular Class or Fund. In order to facilitate the equitable application to the holding of each Shareholder of any performance fee payable in respect of a Class of Participating Shares, or for any other purpose as determined by the Directors in accordance with the Central Bank Requirements, the Directors may create Series of Participating Shares within that Class. An initial series of Participating Shares for each relevant Class of Participating Shares will be issued at such time as the Directors may determine and thereafter at such times as the Directors determine and disclose in the Prospectus or relevant Supplement. Each subsequent Series of Participating Shares may, at the discretion of the Directors, be re-designated and converted into the initial series at such time and in such circumstances as the Directors may determine and disclose as outlined in the Prospectus or relevant Supplement.

- 5.07 The Directors may delegate to any duly authorised Director or officer of the ICAV, or to any duly authorised person, firm or corporation, including the Administrator, the duties of accepting the subscription for, receiving payment for, and delivering, new Participating Shares.
- 5.08 The Directors may in their absolute discretion refuse to accept any application for Participating Shares in the ICAV or to accept any application in whole or in part.
- 5.09 On any issue of Participating Shares, the ICAV may pay any brokerage fees or commissions.
- 5.10 No notice of any trust, express or implied shall be entered on the Register and no person shall be recognised by the ICAV as holding any shares on trust and the ICAV 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 this Instrument otherwise provides or as by law required) any other right in respect of any share, except an absolute right of title thereto in the registered holder.
- 5.11 The ICAV may, by Ordinary Resolution, alter its share capital by consolidating, redesignating and/or dividing its share capital into shares of larger amount than its existing shares, subdividing its shares into shares of smaller amount than that fixed by this Instrument, or by cancelling any shares which, at the date of such Ordinary Resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

6.00 CONSTITUTION, RIGHTS, ASSETS AND LIABILITIES OF THE ICAV

- 6.01 The ICAV is an umbrella type Irish collective asset-management vehicle comprising separate Funds, which may comprise one or more Classes of Participating Shares and with segregated liability between Funds. The assets of each Fund shall belong exclusively to the relevant Fund and shall not be used to discharge directly or indirectly the liabilities or claims against other Funds and shall not be available for such purpose. No Shareholder shall have any interest in the assets of any Fund. Subject to the Act, any liability incurred on behalf of or attributable to any Fund shall be discharged solely out of the assets of that Fund. The Directors may from time to time, with the prior approval of the Central Bank and/or upon notice to the Central Bank, and in accordance with the Central Bank Requirements, designate additional Funds and/or Classes respectively and issue Participating Shares in such Funds or Classes.
- 6.02 The Directors may create a Class of Shares which will carry no voting rights ("Non-Voting Shares"). In accordance with the requirements of the Central Bank, Shareholders which hold Non-Voting Shares will be able to request the conversion of their Non-Voting Shares, without fee, to Shares with full voting rights ("Voting Shares"). The decision to invest in such Non-Voting Shares shall be made at the sole discretion of the investor.
- 6.03 Subject to the Central Bank Requirements, the Directors may in their absolute discretion differentiate between any Class of shares of the ICAV including without limitation as to currency of denomination, hedging strategies (if any) applied to the currency of a particular Class, dividend policy, voting rights, return of capital, the level of fees and expenses to be charged, subscription or redemption procedures or the Minimum Subscription, Minimum Transaction Size and Minimum Holding applicable (if any), the fees payable in respect thereof, use of techniques and instruments for efficient portfolio management or to provide protection against exchange risks and shares of any such Class of the ICAV may have

preferred, deferred or other special rights, privileges or restrictions attached thereto.

- 6.04 The rights attaching to any Class of shares of the ICAV may, whether or not the ICAV is being wound up, be varied or abrogated with the consent in writing of the holders of three-fourths of the issued shares of that Class of the ICAV, or with the sanction of a Special Resolution passed at a separate general meeting of the Members of that Class of the ICAV. To every such separate general meeting the provisions of this Instrument relating to general meetings shall apply provided that the necessary quorum at any such meeting (other than an adjourned meeting) shall be two persons holding or representing by proxy at least one third of the issued shares of the Class of the ICAV in question and, at an adjourned meeting, one Member of the Class of the ICAV in question or his proxy. Any Member of the Class of the ICAV in question present in person or by proxy at a general meeting of a Class of the ICAV may demand a poll. The Directors may treat all or some Classes of the ICAV as forming one Class of the ICAV and organise a meeting accordingly if they consider that such Classes of the ICAV would be affected in the same way by the proposals under consideration.
- 6.05 The rights conferred upon the holders of the shares of any Class of the ICAV issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that Class of the ICAV, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith or by the liquidation of the ICAV or of any Fund and distribution of its assets to its Members in accordance with their rights or the vesting of assets in trustees for its Members in specie.
- 6.06 Shareholders are entitled to convert Participating Shares in one Class into Participating Shares of another Class in the same Fund or any other Fund in accordance with the provisions of Clause 14.00 or as hereinafter provided.
- 6.07 The assets and liabilities of the ICAV shall be allocated to each Fund in the following manner:
- (a) for each Fund, the ICAV shall keep separate books and records in which all transactions relating to the relevant Fund shall be recorded and to which the proceeds from the issue of Participating Shares in each Fund and the assets and liabilities and income and expenditure attributable to each Fund shall be applied subject to the provisions of this Clause;
 - (b) any asset derived from another asset of a Fund shall be applied in the records of the relevant Fund as the asset from which it was derived and on each valuation of an asset, the increase or diminution in value thereof shall be applied to the relevant Fund;
 - (c) where the ICAV incurs a liability which relates to any asset of a particular Fund or to any action taken in connection with an asset of a particular Fund, such liability shall be allocated to that Fund;
 - (d) in circumstances in which an asset or liability is not clearly attributable to a particular Fund or Funds, the Directors shall have the discretion to determine the basis upon which assets and liabilities shall be allocated between Funds and from time to time subject to the approval of the Depositary to vary such allocations save where the asset or liability is allocated between all Funds pro-rata to their Net Asset Value at the time of allocation;

- (e) where hedging strategies are used in relation to a Fund or Class of Participating Shares, the financial instruments used to implement such strategies shall be deemed to be assets or liabilities (as the case may be) of the relevant Fund as a whole but the gains/losses on and the costs of the relevant financial instruments will accrue solely to the relevant Class;

Provided always that the liabilities of or attributable to a Fund shall be discharged solely out of the assets of that Fund and the assets of or attributable to a Fund shall not be applied in satisfaction of any liability incurred on behalf of or attributable to any other Fund.

- 6.08 Clause 6.07 shall apply to the assets and liabilities attributable to any Class mutatis mutandis;
- 6.09 The Investments of the ICAV shall belong exclusively to the ICAV and no Member has any ownership or other interest in the Investments of the ICAV.
- 6.10 The ICAV may establish, maintain and operate in its name one or more cash accounts in respect of each Fund and/or umbrella cash accounts and/or cash accounts in respect of which more than one Fund participates, through which subscription monies, redemption monies, dividends and other cash flows to and from investors can be managed or facilitated in accordance with requirements of the Central Bank. Where monies in such an account are treated (at the requirement of the Central Bank or otherwise) as assets of, and attributable to, the relevant Fund, the ICAV shall reflect this in the books and records of the ICAV in accordance with Clause 6.07 hereof.

7.00 SHARE CERTIFICATES AND CONFIRMATIONS OF OWNERSHIP

- 7.01 A Member in the ICAV shall have his title to shares evidenced by having his name, address, details of shareholding and such other details as required pursuant to the Act and by the ICAV entered in the Register.
- 7.02 To be entered on the Register, Shareholders (applicants) must have applied for and acquired Participating Shares in the ICAV to the value of not less than the Minimum Subscription amount.
- 7.03 Share Certificates shall not be issued. A Member whose name appears in the Register shall be issued with a written confirmation of entry in the Register of the number of shares held by him including without limitation fractions of shares.
- 7.04 The ICAV shall not be bound to register more than four persons as the joint holders of any share or shares.
- 7.05 Where two or more persons are registered as the holders of any shares they shall be deemed to hold the same as joint holders, subject to the following:-
 - (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 of shares may give effectual receipts for any dividend, bonus or return of capital payable to such joint holders;

- (c) only the first-named of the joint holders of a share shall be entitled to delivery of the confirmation of entry on the Register relating to such share or to receive notices from the ICAV to attend general meetings of the ICAV or the relevant Fund or Class as the case may be. Any confirmation of entry on the Register delivered to the first-named of joint holders shall be effective delivery to all, and any notice given to the first-named of joint holders shall be deemed notice given to all the joint holders;
- (d) the 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
- (e) for the purpose of the provisions of this Instrument, the first-named shall be determined by the order in which the names of the joint holders stand in the Register.

7.06 The Register may be kept on magnetic tape or in accordance with some other mechanical or electrical system provided legible evidence can be produced therefrom to satisfy the requirements of applicable law and of this Instrument.

8.00 DEALING DAYS

8.01

- (a) All allotments and all issues of Participating Shares in any Fund or Class other than the initial allotment and issue of Participating Shares, subject as provided hereinafter with respect to payment for Participating Shares, shall be effected or made on a Dealing Day for the relevant Fund or Class;
- (b) All redemptions of Participating Shares in any Fund or Class shall be effected or made on a Dealing Day for the relevant Fund or Class;

provided that in the event of any change in a Dealing Day reasonable notice thereof shall be given by the Directors to Shareholders in the relevant Fund or Class.

9.00 ALLOTMENT OF SHARES

9.01 Subject as hereinafter provided, the ICAV may on any Dealing Day on receipt by it or its delegate from an applicant for Participating Shares in a Fund or Class by such time as may from time to time be specified by the Directors of:-

- (a) an application for Participating Shares in the relevant Fund or Class in such form as the Directors may from time to time determine;
- (b) such declarations as to the applicant's status, identity, residence and otherwise as the Directors may from time to time require; and
- (c) payment for Participating Shares in such manner and within such usual time limits as the ICAV from time to time may specify;

allot and issue Participating Shares in that Fund or Class at the Subscription Price for each such Participating Share PROVIDED THAT the Directors may, in their discretion, accept an

application for processing on a Dealing Day notwithstanding that such application may have been received after the time specified from time to time by the Directors for the receipt of applications for such Dealing Day so long as such application is received prior to the Valuation Point for such Dealing Day. The time for receipt of applications for Participating Shares will be set out in the Prospectus or the relevant Supplement. Any applications received after the time specified from time to time by the Directors but before the time at which the Net Asset Value with respect to a Dealing Day is struck may, at the sole discretion of the Directors, be accepted for the relevant Dealing Day.

- 9.02 Without prejudice to the provisions of Clause 9.06 hereof, the allotment of Participating Shares shall (unless the Directors otherwise agree) be made on terms that (unless settlement has already been effected) the applicant shall effect settlement within such period and in such currency or currencies as the Directors or their delegate may determine to be appropriate to receive subscriptions and otherwise in the manner determined by the Directors as disclosed in the Prospectus and in the event of late settlement the applicant may be charged interest at a rate to be determined by the Directors and/or may be required to compensate the ICAV or its delegate for the amount of any loss arising as a result (as conclusively determined by the Directors) provided always that if the Directors receive payment for Participating Shares in a currency other than the Base Currency the Directors may convert or arrange for the conversion of such monies received into the Base Currency and shall be entitled to deduct therefrom all expenses incurred in such conversion. The Directors may, at their discretion and in accordance with Clause 10.02 hereof, allot Participating Shares for consideration other than cash or may sell, dispose of or otherwise convert such non-cash consideration into cash and apply such non-cash consideration (net of expenses incurred in the conversion) for the purchase of Participating Shares.
- 9.03 Subject to Clause 9.06 of this Instrument, the Directors shall not be bound but shall be entitled to await the arrival of cleared funds in the Base Currency in settlement before proceeding to issue the Participating Shares.
- 9.04 The ICAV may (at the option of the Directors) satisfy any application for the issue of Participating Shares by procuring the transfer to the applicant of fully paid Participating Shares. In such case, references in this Instrument to allotting and issuing Participating Shares shall, where appropriate, be taken as references to procuring the transfer of Participating Shares.
- 9.05 No allotment shall be made under Clause 9.01 in respect of an application which would result in the applicant subscribing less than the Minimum Subscription (in the case of initial subscriptions into the relevant Fund or Class) or any Minimum Transaction Size (in the case of subsequent subscriptions into the relevant Fund or Class) or holding less than any Minimum Holding provided that the Directors may, in their discretion, waive or reduce the Minimum Subscription, Minimum Transaction Size or Minimum Holding (or permit the Manager, if any, to waive or reduce the Minimum Subscription, Minimum Transaction Size or Minimum Holding) with respect to any Shareholder or applicant for Participating Shares.
- 9.06 Allotment of Participating Shares may take place provisionally notwithstanding that cleared funds or the original papers specified in sub-paragraph (a) and (b) of Clause 9.01 hereof have not been received by the ICAV or its authorised agent PROVIDED THAT if such funds and papers have not been received within such period as the Directors may determine, the Directors may cancel any allotment made and make any necessary alteration in the relevant

Register and such Participating Shares shall be deemed never to have been issued. The ICAV may charge the applicant or redeem or sell all or part of his holding of Participating Shares and use the proceeds thereof to satisfy and make good any loss, cost, expense or fees suffered by the ICAV and/or its delegate as a result of non-receipt of such funds or papers within such time limits as may be specified by the Directors.

- 9.07 The Directors may decline to accept any application for the issue of Participating Shares without assigning any reason therefor and may cease to offer Participating Shares in the ICAV for allotment or subscription for a definite period or otherwise.
- 9.08 The Directors reserve the right from time to time to resolve to close any Class or Classes of Participating Shares to new subscriptions, either for a specified period or until they otherwise determine. Shareholders of the relevant Class will be notified of any such closure. During any such period, Participating Shares of that Class will not be available for subscription.
- 9.09 The Directors shall be entitled to issue fractions of Participating Shares where the subscription monies received by the ICAV are insufficient to purchase an integral number of Participating Shares, provided, however, that fractional Participating Shares shall not carry any voting rights and where applicable the Net Asset Value of a fractional Participating Share of any Fund or Class shall be adjusted by the ratio which such fractional Participating Share bears to an integral Participating Share of that Fund or Class at the time of issue and any dividend payable on such fractional Participating Shares shall be adjusted in like manner. Any balance of subscription moneys representing less than 0.01 of a Participating Share will be retained by the ICAV in order to defray administration costs.
- 9.10 In the event of a delay in cleared funds specified in sub-paragraph (c) of Clause 9.01 hereof being received by the ICAV or its authorised agent within the usual time limits which the Directors may determine as reasonable and as disclosed in the Prospectus, the ICAV may temporarily borrow an amount up to the value of the delayed subscription on or after the relevant settlement date. The ICAV reserves the right to charge the relevant Shareholder for any interest, costs, charges and expenses incurred by the ICAV, the Depositary or their delegates as a result of any borrowing arising from such delay or failure to settle subscription monies on time. The ICAV also reserves the right to compulsorily redeem all or part of the investor's holding of Participating Shares in the Fund in order to meet such interest, costs, charges and expenses and any other losses incurred by or on behalf of the ICAV and/or to pursue that Shareholder for any shortfall.

10.00 TERMS OF SUBSCRIPTION

- 10.00 The time and terms upon which and the Subscription Price per Participating Share at which the initial offer or placing of Participating Shares shall be made shall be determined by the Directors.
- 10.01
- (a) Any subsequent allotment or placing of a Participating Share on any Dealing Day shall be made at a Subscription Price per Participating Share ascertained by:-
 - (i) determining the Net Asset Value per Participating Share as at the Valuation Point for the relevant Dealing Day in accordance with Clause 15.00 of this Instrument;

- (ii) adding thereto a provision for Duties and Charges, if the Directors so determine;
 - (iii) in the event of subscription applications exceeding 1% of the Net Asset Value of the relevant Fund on any Dealing Day and if the Directors so determine, adding thereto such provision representing an anti-dilution levy to provide for market spreads, dealing costs and preserve the value of the underlying assets of the relevant Fund as the Directors may determine; and
 - (iv) rounding the resulting total to three decimal places.
- (b) A sales charge not exceeding five per cent (5%) of the Net Asset Value per Participating Share may be added to the Subscription Price for the absolute use and benefit of the ICAV or as the ICAV may direct either upon the initial issue of Participating Shares or on a contingent deferred basis and the Directors may at their discretion waive either wholly or partially, such sales charge or differentiate between Shareholders or applicants for Participating Shares as to the amount of such sales charge, if any, within the permitted limit, [which discretion may be delegated to the Manager](#).

10.02 The Directors may on any Dealing Day allot Participating Shares in any Fund or Class on terms that settlement shall be made by the vesting in the ICAV of assets of the type in which the subscription monies for the relevant Participating Shares may be invested in accordance with the investment objective policy and restrictions of the relevant Fund and otherwise upon such terms as the Directors may think fit provided that:

- (i) the Directors shall be satisfied that the terms of any such exchange are not likely to result in any material prejudice to existing Shareholders;
- (ii) the nature of the assets to be transferred into the relevant Fund must qualify as investments of that Fund in accordance with the investment objectives, policies and restrictions of that Fund;
- (iii) no Participating Shares shall be issued until the Investments have been vested or arrangements are made to vest the Investments with the Depositary or its sub-custodian to the Depositary's satisfaction;
- (iv) any such exchange shall be effected on terms that the number of Participating Shares to be issued shall be the number (including, at the Director's discretion, fractions of Participating Shares) which would have been issued at the Subscription Price for a cash amount equal to the value of the Investments as calculated in accordance with Clause 16.00 including such sum as the Directors may consider represents an appropriate provision for Duties and Charges arising in connection with the vesting of the Investments;
- (v) the Investments to be transferred to the ICAV shall be valued by applying the rules relating to valuation of Investments contained in Clause 16.00;
- (vi) there may be paid to the incoming Shareholder out of the Investments of the relevant

Fund a sum in cash equal to the value at the current price of any fraction of a Participating Share excluded from the calculation aforesaid; and

- (vii) the Depositary shall be satisfied that the terms of such exchange shall not be such as are likely to result in any prejudice to the existing Members.

10.03 No Participating Shares shall be allotted on a particular Dealing Day if on that Dealing Day the determination of the Net Asset Value of the relevant Fund or attributable to a Class is temporarily suspended pursuant to Clause 15.04 of this Instrument.

10.04 Where subscription monies will not purchase an exact number of Participating Shares a fraction of a Participating Share may be issued.

10.05 Participating Shares shall be issued in registered form.

10.06 The ICAV shall only launch Classes of Participating Shares in a Fund at a fixed price after the initial offer period of those Classes where the ICAV has confirmed to the Central Bank that existing Shareholders in the relevant Fund are not prejudiced.

11.00 QUALIFIED HOLDERS AND COMPULSORY REDEMPTION

11.01 The Directors may impose such restrictions as they may think necessary, and as may be further provided for in the Prospectus, for the purpose of ensuring that no Participating Shares in the ICAV are acquired or held directly or beneficially by:

- (i) any person in breach of the law or requirements of any country or governmental authority by virtue of which such person is not qualified to hold shares including without limitation any exchange control regulations;
- (ii) a US Person other than pursuant to an exemption available under the Securities Act;
- (iii) any person, whose holding would cause or be likely to cause the ICAV to be required to register as an “investment company” under the United States Investment Company Act of 1940 or to register any class of its securities under the Securities Act or similar statute;
- (iv) any person or persons in circumstances (whether directly or indirectly affecting such person or persons and whether taken alone or in conjunction with any other person or persons connected or not, or any other circumstances appearing to the Directors to be relevant) which in the opinion of the Directors might result in the ICAV or the Shareholders as a whole or any Fund or Class incurring any liability to taxation or suffering legal, fiscal, pecuniary, regulatory or material administrative disadvantage which the ICAV or the Shareholders as a whole or any Fund or Class might not otherwise have incurred or suffered;
- (v) any person who does not supply any information or declarations required by the Directors within seven days of a request to do so by the Directors; or
- (vi) any person who holds less than the Minimum Holding except where such breach of the Minimum Holding results from a depreciation in the value of that persons holding;

and the Directors (or any duly appointed delegate on behalf of the ICAV) may reject in their discretion any application for Participating Shares by or any transfer of Participating Shares to any persons who are so excluded from purchasing or holding Participating Shares and pursuant to Clause 11.04 and Clause 11.09 below at any time redeem or require the transfer of Participating Shares held by Shareholders who are so excluded from purchasing or holding Participating Shares.

- 11.02 The Directors shall be entitled to assume without enquiry that none of the Participating Shares are held in such a way as to entitle the Directors to give a notice in respect thereof pursuant to Clause 11.04 below provided that the Directors may upon an application for Participating Shares or at any other time and from time to time require such evidence and/or undertakings to be furnished to them in connection with the matters stated in Clause 11.01 as they shall in their discretion deem sufficient.
- 11.03 If a person becomes aware that he is holding or owning Participating Shares in contravention of Clause 11.01 he shall forthwith in writing request the ICAV to redeem such Participating Shares in accordance with Clause 12.00 of this Instrument or transfer such Participating Shares to a person duly qualified to hold the same unless he has already received a notice under Clause 11.04.
- 11.04 If it shall come to the notice of the Directors or if the Directors shall have reason to believe that any Participating Shares are owned directly or beneficially by any person or persons in breach of any restrictions imposed by the Directors pursuant to Clause 11.01 the Directors shall be entitled to:
- (a) give notice (in such form as the Directors deem appropriate) to such person requiring him to:
 - (i) transfer such Participating Shares to a person who is qualified or entitled to own the same without contravening any restriction imposed by the Directors, or
 - (ii) request in writing the redemption of such Participating Shares in accordance with Clause 12.00 and/or
 - (b) appropriate, compulsorily redeem and/or cancel such number of Participating Shares held by such person as is required to discharge and may apply the proceeds of such compulsory redemption in the discharge of any taxation or withholding tax arising as a result of the holding or beneficial ownership of Participating Shares by such person including any interest or penalties payable thereon. The Directors may also redeem any Participating Shares held by a Shareholder in order to meet any charges incurred by a Fund as a result of it borrowing monies on a temporary basis pending receipt of subscription monies from the relevant Shareholder.
- 11.05 If any person upon whom such a notice is served as aforesaid does not within 30 days after such notice has been served transfer the Participating Shares the subject matter of the notice or request in writing the ICAV to redeem the Participating Shares, he shall be deemed forthwith upon the expiration of the said 30 days to have requested the redemption of all his Participating Shares the subject of such notice whereupon the ICAV shall be deemed to be appointed his attorney with authority to appoint any person to sign on his behalf such

documents as may be required for the purposes of the redemption. To any such redemption the provisions of Clause 12.00 shall apply subject to Clause 11.06 below save that the deemed request to redeem the Participating Shares may not be withdrawn notwithstanding that the determination of the Net Asset Value of the relevant Fund or Class of Participating Shares may have been suspended under Clause 15.04 of this Instrument.

- 11.06 Settlement of any redemption or transfer effected pursuant to Clause 11.04 or 11.05 hereof, shall be effected by depositing the redemption monies or proceeds of sale in a bank for payment to the person entitled subject to such consents as may be necessary being obtained. Upon deposit of the redemption monies as aforesaid such person shall have no further interest in such Participating Shares or any of them or any claim in respect thereof except the right to claim without recourse to the ICAV the redemption monies so deposited without interest.
- 11.07 Any person or persons to whom Clauses 11.01, 11.02, 11.04 or 11.05 shall apply shall indemnify the ICAV, the Directors, [the Manager](#), the Investment Manager the Administrator, the Distributors, the Depositary and any Member for any loss suffered by any or all of them as a result of such person or persons acquiring or holding Participating Shares in the ICAV.
- 11.08 If the ICAV becomes liable to account for tax in any jurisdiction in the event that a Shareholder or beneficial owner of a Participating Share were to receive a distribution in respect of his/her Participating Shares or to dispose (or deemed to have disposed) of his/her Participating Shares in any way (a "chargeable event"), the ICAV shall be entitled to deduct from the payment arising on a chargeable event an amount equal to the appropriate tax and/or where applicable, to appropriate, cancel or compulsorily redeem such number of Participating Shares held by the Shareholder or such beneficial owner as are required to meet the amount of tax. The relevant Shareholder shall indemnify and keep the ICAV indemnified against loss arising to the ICAV by reason of the ICAV becoming liable to account for tax in any jurisdiction on the happening of a chargeable event if no such deductions, appropriation, cancellation or compulsorily redemption has been made.
- 11.09
- (a) The ICAV shall be entitled to redeem any Participating Share of a Shareholder or any Participating Share to which a person is entitled by transmission provided that:-
- (i) for a period of six years no cheque or confirmation of ownership of Participating Shares sent by the ICAV through the post in a pre-paid letter addressed to the Shareholder or to the person entitled by transmission to the Participating Share at his address on the Register or the last known address given by the Shareholder or the person entitled by transmission to which cheques or confirmations of the ownership on the Register are to be sent has been cashed or acknowledged and no communication has been received by the ICAV from the Shareholder or the persons entitled by transmission;
- (ii) at the expiration of the said period of six years the ICAV has given notice of its intention to redeem such Participating Share or Participating Shares by notice sent by pre-paid letter addressed to the Shareholder or to the person entitled by transmission to the Participating Share at his address on the Register or to the last known address given by the Shareholder or the person entitled by

transmission or by advertisement in a national daily newspaper published in Ireland or in a newspaper circulating in the area in which the address of the Shareholder is located;

- (iii) during the period of three months after the date of the giving of such notice and prior to the exercise of the power of redemption the ICAV has not received any communication from the Shareholder or person entitled by transmission; and
- (iv) if the Participating Shares are quoted on a stock exchange the ICAV has first given notice in writing to the appropriate section of such stock exchange of its intention to redeem such Participating Shares, if it is required to do so under the rules of such stock exchange.

The ICAV shall account to the Shareholder or to the person entitled to such Participating Shares for the net proceeds of such redemption by carrying all moneys in respect thereof as a permanent debt of the ICAV and the ICAV shall be deemed to be a debtor and not a trustee in respect thereof for such Shareholder or other person.

- 11.10 Notwithstanding Clause 11.04, if it shall come to the notice of the Directors or if the Directors shall have reason to believe that any Participating Shares are owned directly or beneficially by any person or persons in breach of restrictions imposed by the Directors pursuant to Clause 11.01 hereof or any declarations or information is outstanding pursuant to Clause 9.01 hereof (including inter alia any declarations or information required pursuant to anti-money laundering or counter terrorist financing requirements), the Directors shall be entitled to give notice (in such form as the Directors deem appropriate) of their intention to compulsorily redeem that person's Participating Shares. The Directors may charge any such Shareholder, any legal, accounting or administration costs associated with such compulsory redemption. In the event of a compulsory redemption, the Redemption Price will be determined as of the Valuation Point in respect of the relevant Dealing Day specified by the Directors in their notice to the Shareholder. The proceeds of a compulsory redemption shall be paid in accordance with Clause 11.00.

12.00 ~~12~~ REDEMPTION OF SHARES

- 12.01 As is more specifically described herein below, the ICAV has the power to redeem its own outstanding fully paid Participating Shares on any Dealing Day. A Shareholder may at any time request the ICAV to redeem all or any of his Participating Shares in the ICAV in such manner as the Directors may from time to time decide. Subject to Clause 12.14, any such request shall be irrevocable save with the consent in writing of the ICAV or its authorised agent. The Directors may at their discretion impose a minimum redemption amount in relation to any particular Fund or Class.
- 12.02 Subject to Clauses 11.04 and 11.05, a redemption request shall not be processed until the ICAV has received a completed redemption request and, if applicable, evidence satisfactory to the ICAV of succession or assignment from the Shareholder and such other information or documentation as the ICAV may reasonably require by such time as may from time to time be specified in the Prospectus or relevant Supplement.
- 12.03 In the event of receipt of a valid redemption request by such time as may from time to time be specified by the ICAV, the ICAV shall redeem the Participating Shares the subject of the

request subject to any suspension of this redemption obligation pursuant to Clause 15.04 hereof PROVIDED THAT the Directors may, in their discretion, accept a redemption request for processing on a Dealing Day notwithstanding that such request may have been received after the time specified from time to time by the Directors for the receipt of redemption requests for such Dealing Day so long as such redemption is received prior to the Valuation Point for such Dealing Day. Participating Shares in the capital of the ICAV which are redeemed by the ICAV shall be cancelled and the amount of issued share capital of the ICAV shall be reduced by the amount of consideration paid by the ICAV for the purchase or other transfer of the Participating Shares.

- 12.04 Following the processing of a redemption request, the Shareholder will be paid a price per Participating Share equal to the Redemption Price per Participating Share ascertained by:-
- (a) determining the Net Asset Value per Participating Share as at the Valuation Point for the relevant Dealing Day in accordance with the provisions of Clause 15.00 hereof;
 - (b) deducting therefrom a provision for Duties and Charges if the Directors so determine;
 - (c) in the event of requests for redemption exceeding 1% of the Net Asset Value of the relevant Fund on any Dealing Day and if the Directors so determine, deducting therefrom such provision representing an anti-dilution levy to provide for market spreads, dealing costs and preserve the value of the underlying assets of the relevant Fund as the Directors determine; and
 - (d) rounding the resulting total to three decimal places.
- 12.05 A redemption charge not exceeding 3% of the Net Asset Value per Participating Share may be deducted from the Net Asset Value per Participating Share for the absolute use and benefit of the ICAV, or as it may direct and the Directors may at their discretion waive, either wholly or partially, such redemption charge or differentiate between Shareholders as to the amount of such redemption charge, if any, within the permitted limit, which discretion may be delegated to the Manager. The ICAV shall not increase the maximum redemption charge without prior approval of the Shareholders given on the basis of a simple majority of votes cast at a general meeting or with the prior written approval of all Shareholders of the relevant Fund of the ICAV. In the event of an increase in the redemption charge a reasonable notification period will be provided by the ICAV to enable Shareholders redeem their Shares prior to the implementation of the increase.
- 12.06 Any amount payable to a Shareholder under this Clause shall be paid in the Base Currency or such other currency or currencies as the Directors shall have determined as appropriate and shall be dispatched no later than ten (10) Business Days provided the ICAV has received the redemption request or instruction in such form as may be determined by the Directors after the latest time for receipt of redemption requests for the relevant Dealing Day.
- 12.07 If a redemption of part only of a Shareholder's holding of Participating Shares would leave the Shareholder holding less than the Minimum Holding, the ICAV may redeem the whole of that Shareholder's holding.
- 12.08 Subject as is hereinafter provided in Clause 12.14 and as provided in Clause 12.01, a Shareholder shall not be entitled to withdraw a request for redemption duly given in

accordance with this Clause.

- 12.09 If (i) the number of Participating Shares of a particular Fund in respect of which redemption requests have been received on any Dealing Day equals 10% or more of the total number of Participating Shares in issue in that particular Fund; or (ii) the value of Participating Shares of a particular Fund in respect of which redemption requests have been received on any Dealing Day equals 10% or more of the Net Asset Value of the Fund, the Directors or their delegate may in their discretion refuse to redeem, in the case of (i) above, any Participating Shares in that Fund in excess of 10% of the total number of Participating Shares in issue in that Fund or, in the case of (ii) above, any Participating Shares in that Fund in excess of 10% of the Net Asset Value of the relevant Fund and, if they so refuse, the requests for redemption on such Dealing Day shall be reduced pro rata and the Participating Shares to which each request relates which are not redeemed by reason of such reduction shall be treated as if a request for redemption had been made in respect of each subsequent Dealing Day until all the Participating Shares to which the original request related have been redeemed.
- 12.10 The ICAV may, at the discretion of the Directors and with the consent of the relevant Shareholders, satisfy any request for redemption of Shares by the transfer in specie to those Shareholders of assets of the relevant Fund having a value (calculated in accordance with Clause 16.00) equal to the Redemption Price for the Shares redeemed as if the redemption proceeds were paid in cash less any redemption fee and other expenses of the transfer as the Directors may determine provided that any Shareholder requesting redemption shall be entitled to request the sale of any asset or assets proposed to be distributed in specie and the distribution to such Shareholder of the cash proceeds of such sale, the costs of which shall be borne by the relevant Shareholder. The nature and type of assets to be transferred in specie to each Shareholder shall be determined by the Directors on such basis as the Directors in their discretion shall deem equitable and not prejudicial to the interests of the remaining Shareholders in the relevant Fund or Class. Any such asset allocation is subject to the approval of the Depositary.
- 12.11 Subject to compliance with any specific requirements of a regulatory authority of a country in which the relevant Fund is registered for sale to the public, a determination to provide redemption in specie may be solely at the discretion of the ICAV without the requirement to obtain the consent of a redeeming Shareholder where that Shareholder requests redemption of a number of Shares that represents 5% or more of the Net Asset Value of the relevant Fund. In this event, the ICAV will if requested sell any asset or assets proposed to be distributed in specie and distribute to such Shareholder the cash proceeds less the costs of such sale which shall be borne by the relevant Shareholder. The nature and type of assets to be transferred in specie to each Shareholder shall be determined by the Directors on such basis as the Directors in their discretion shall deem equitable and not prejudicial to the interests of the remaining Shareholders in the relevant Fund or Class and any such asset allocation shall be subject to the approval of the Depositary.
- 12.12 If the ICAV is required to deduct, withhold or account for tax including any penalties and interest thereon upon the occurrence of certain events such as the encashment, redemption, disposal or deemed disposal of Participating Shares by or payment of distribution to a Shareholder (whether upon a redemption or transfer of Participating Shares or payment of a dividend or deemed disposal of Participating Shares or otherwise), the Directors may deduct or arrange for the deduction from the proceeds due to be paid to a Shareholder of a cash amount equal to the liability or in accordance with the procedures in Clause 11 hereof may

arrange for the compulsory redemption and cancellation of such number of Participating Shares of such Shareholder as is sufficient after the deduction of any redemption charges to discharge any such liability and the relevant Shareholder shall indemnify and keep indemnified the ICAV against any loss suffered by it in connection with any obligation or liability to so deduct, withhold or account.

- 12.13 If the determination of the Net Asset Value of any Fund or Class has been suspended pursuant to Clause 15.04 hereof the right of a Shareholder to have his Participating Shares redeemed pursuant to this Clause shall be similarly suspended and during the period of suspension he may withdraw any request for redemption of his Participating Shares. Any withdrawal of a request for redemption under the provisions of this Clause shall be made in writing and shall only be effective if actually received by the ICAV or its duly authorised agent before termination of the suspension. If the request is not withdrawn during the period of suspension the redemption of Participating Shares shall be effected on the Dealing Day next following the end of the suspension subject to Clause 12.11.
- 12.14 Where all the Participating Shares in a Class or Fund have been redeemed, the Directors may subsequent to such redemption make a subsequent issue of Participating Shares in that Class or Fund at a Subscription Price per Participating Share determined by the Directors. Any such issue of Participating Shares pursuant to this Clause shall be in accordance with the Central Bank Requirements.
- 12.15 Where relevant, if a redeeming Shareholder owns Participating Shares of more than one Series within a Class, Participating Shares will be redeemed on a "first in-first out" basis for the purposes of determining the Redemption Price. Accordingly, Participating Shares of the earliest issued Series owned by the Shareholder will be redeemed first, at the relevant repurchase price for Participating Shares of such Series, until the redeeming Shareholder no longer owns any Participating Shares attributable to such Series.
- 12.16 Where all the Participating Shares in the ICAV or a Class have been redeemed, the Directors may subsequent to such redemption make a subsequent issue of Participating Shares in the ICAV or that Class at a price per Participating Share determined by the Directors. Any such issue of Participating Shares pursuant to this Clause shall be in accordance with the Central Bank Requirements.
- 12.17 At any time, subject to the Act, the ICAV shall be entitled to redeem all or some of the issued Management Shares or to procure the transfer of the issued Management Shares to any person(s) entitled to hold shares in the ICAV. On any such redemption, the holder of the Management Share(s) shall be entitled to receive an amount not to exceed the consideration paid for such Management Share(s).

13.00 ~~13~~**TOTAL REDEMPTION**

- 13.01 The ICAV may by not less than two nor more than twelve weeks' notice to Shareholders of the relevant Fund or Class expiring on a Dealing Day, redeem at the Redemption Price on such Dealing Day, all of the Participating Shares in any Fund or Class or all Funds or Classes not previously redeemed.
- 13.02 The ICAV shall redeem all of the Participating Shares in any Fund or Class not previously redeemed if the holders of 75% in value of the Participating Shares in issue of the relevant

Fund or Class resolve at a meeting of the Shareholders of such Fund or Class duly convened and held that such Participating Shares should be redeemed.

- 13.03 The ICAV may redeem at the Redemption Price with respect to such Redemption Day, all of the Participating Shares in any Fund or Class or all Funds or Classes not previously redeemed in the circumstances set out in Clause 37.00.
- 13.04 If all of the Participating Shares in a particular Fund or Class are to be redeemed as aforesaid the Directors, with the sanction of an Ordinary Resolution of the relevant Fund or Class, may divide amongst the Shareholders in specie all or part of the assets of the relevant Fund or Class according to the Net Asset Value of the Participating Shares then held by each Shareholder in the relevant Fund or Class in accordance with Clause 15.00 hereof provided that any Shareholder shall be entitled to request, at the expense of such Shareholder, the sale of any asset or assets proposed to be so distributed and the distribution to such Shareholder of the cash proceeds of such sale.
- 13.05 If all of the Participating Shares of the ICAV are to be redeemed as aforesaid the ICAV, with the approval of the Shareholders by Ordinary Resolution, may divide amongst the Shareholders in specie all or part of the assets of the ICAV according to the Net Asset Value of the Participating Shares then held by each Shareholder as determined in accordance with Clause 15.00 hereof.
- 13.06 If all the Participating Shares in the ICAV or a Fund or Class are to be redeemed as aforesaid and the whole or any part of the business or property of the ICAV or relevant Fund or any of the assets of the ICAV or Fund are proposed to be transferred or sold to another company (hereinafter called "the Transferee") the Directors may, with the sanction of a Special Resolution of the ICAV or the relevant Fund or Class conferring either a general authority on the Directors or an authority in respect of any particular arrangement, receive in compensation or part compensation for such transfer or sale shares, units, policies or other like interests or property in or of the Transferee for distribution among the said Shareholders, or may enter into any other arrangement whereby the said Shareholders 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.
- 13.07 The Directors may resolve in their absolute discretion to retain sufficient monies prior to effecting a total redemption of Participating Shares to cover the costs associated with the subsequent termination of a Fund or the liquidation of the ICAV.

~~14.00~~ 14 CONVERSION OF SHARES

- 14.01 Subject as hereinafter provided and to any Minimum Subscription, Minimum Holding and subject to any Minimum Transaction Size requirements of the relevant Fund or Classes (if any) and to any restrictions imposed pursuant to this Instrument, a Shareholder of any Fund or Class (the "Original Fund") may request the conversion of all or any Participating Shares held by him into Participating Shares of another Fund or Class or another Class in the same Fund (the "New Fund") either existing or established as provided herein. The Directors may refuse to accept a conversion request without assigning any reason therefor.
- 14.02 A Shareholder may request the conversion of Participating Shares by giving to the ICAV a notice (hereinafter called "Conversion Notice") in such form and by such time and means as

the Directors may from time to time determine together with such evidence of title as the Directors may require provided that the Shareholder otherwise satisfies the criteria determined by the Directors for investment in the New Fund.

- 14.03 Following receipt by the ICAV of a Conversion Notice the conversion of Participating Shares specified in a Conversion Notice shall be effected on a day which is a Dealing Day for the Original Fund and the New Fund or on such other Dealing Days as the Directors may determine PROVIDED THAT the Directors may, in their discretion, accept a conversion request for processing on a Dealing Day notwithstanding that such request may have been received after the time specified from time to time by the Directors for the receipt of conversion requests for such Dealing Day so long as such conversion request is received prior to the Valuation Point for the relevant Dealing Day.
- 14.04 A Shareholder requesting conversion shall not without the written consent of the ICAV or its authorised agent be entitled to withdraw a Conversion Notice duly made in accordance with this Clause except in circumstances in which he would be entitled to withdraw a request for redemption of Participating Shares.
- 14.05 Conversion of Participating Shares specified in a Conversion Notice may, subject to the Regulations, and this Instrument, be effected in such manner as may be determined by the Directors and without prejudice to the generality of the foregoing may be effected by the redemption of Participating Shares of the Original Fund (save that the redemption monies shall not be released to the Shareholder requesting conversion) and the issue of Participating Shares in the New Fund.
- 14.06 Subject to Participating Shares being in issue and being offered for sale and provided that the issue and redemption of Participating Shares has not been suspended, Shareholders may, in respect of Participating Shares held in the Original Fund, apply to convert some or all of such Participating Shares into Participating Shares in the New Fund. Unless otherwise specified in the Prospectus, on the Dealing Day next following the receipt of the conversion form, the Participating Shares in the Original Fund to be converted shall ipso facto be converted into the appropriate number of Shares in the New Fund. The Participating Shares in the Original Fund shall, on that Dealing Day, have the same value (the "Converted Amount") as if they were being redeemed by the ICAV from the Shareholder. The appropriate number of Participating Shares in the New Fund shall be equal to the number of Participating Shares in that Class that would be issued on that Dealing Day if the Converted Amount were invested in Participating Shares in that Class, provided that, for this purpose, the initial charge shall not be chargeable. Upon any such conversion, there shall be reallocated from the relevant Fund or Funds, as the case may be, to which the Shares of the Original Fund belonged, assets or cash equal in value to the Converted Amount to the Class or Classes, as the case may be, to which the Participating Shares in the New Fund belong.
- 14.07 Upon conversion of Participating Shares as provided for herein the Directors shall cause assets or cash equal to Converted Amount as defined in Clause 14.06 to be transferred to the New Fund.
- 14.08 The Directors may charge a fee on the conversion of Participating Shares in any Fund or Class into Participating Shares in another Fund or Class or another Class in the same Fund up to a maximum of 3% of the Subscription Price of Participating Shares to be issued in the New Fund upon conversion of the Participating Shares in the Original Sub-Fund. No

conversion fee shall be imposed in respect of the conversion of Non-Voting Shares to Voting Shares.

- 14.09 Where a conversion request would result in a Shareholder holding a number of Participating Shares in either the Original Fund or the New Fund which would be less than the Minimum Holding for the New Fund, the Directors may, if they think fit, convert the whole of such Shareholder's holding in the Original Fund to Participating Shares in the New Fund or refuse to effect any conversion from the Original Fund.
- 14.10 Fractions of Participating Shares of the New Fund may be issued on conversion subject to Clause 9.09.

15.00 ~~15~~**DETERMINATION OF NET ASSET VALUE**

- 15.01 The Directors shall on or with respect to each Dealing Day determine the Net Asset Value of each Fund or, if there are different Classes within a Fund, attributable to each Class in accordance with the following provisions. [The Directors may delegate to any duly authorised person, firm or corporation, including the Administrator, the duties of calculating the Net Asset Values as outlined in this Clause 15 and Clause 16.](#)
- 15.02 The Net Asset Value of each Fund shall be determined as at the Valuation Point for the relevant Dealing Day by ascertaining the value of the assets of the Fund pursuant to Clause 16.01 hereof, having regard to the principles specified in, and making such additions, deductions and adjustments as are appropriate pursuant to Clause 16.03 hereof. The increase or decrease in the Net Asset Value of a Fund over or under, as the case may be, the Net Asset Value of that Fund as at the Valuation Point on the immediately preceding Dealing Day is then allocated between the different Classes in that Fund based on their pro rata Net Asset Values as at the Valuation Point on the immediately preceding Dealing Day, as adjusted for subscriptions and redemptions executed at the prices calculated as at that immediately preceding Dealing Day to determine the Net Asset Value of each Class.
- 15.03 The Net Asset Value per Participating Share shall be determined as at the Valuation Point on or with respect to each Dealing Day by dividing the Net Asset Value of the relevant Fund or attributable to a Class by the number of Participating Shares in issue or deemed to be in issue in such Fund or Class at the Valuation Point and rounding the result to three decimal places [or such other number of decimal places as the Directors may determine and disclose in the Prospectus.](#) In the event the Participating Shares of any Fund are further divided into Classes the Directors shall determine the method of allocating the Net Asset Value of the Fund amongst the Classes making such adjustments for subscriptions, redemptions, dividends and any other factor differentiating the Classes (including the gains/losses and costs of financial instruments employed for currency hedging between the Base Currency of a Fund and a designated currency of a Class). The Net Asset Value of the Fund, as allocated between Classes shall be divided by the number of Participating Shares of the relevant Class which are in issue or deemed to be in issue and rounding the result to three decimal places [or such other number of decimal places as the Directors may determine and disclose in the Prospectus.](#)
- 15.04 The Directors may at any time and from time to time temporarily suspend the determination of the Net Asset Value of a Fund or attributable to a Class and the issue, redemption and conversion of Participating Shares in any Fund or Class, in the following instances:

- (i) during the whole or part of any period (other than ordinary holidays or customary weekends) when any of the Recognised Exchanges on which Investments of the relevant Fund are quoted, listed, traded or dealt are closed or during which dealings therein are restricted or suspended or trading is suspended or restricted; or
- (ii) during the whole or part of any period when circumstances outside the control of the Directors exist as a result of which any disposal or valuation by the ICAV of Investments of the relevant Fund is not reasonably practicable or would be detrimental to the interests of Shareholders or it is not possible to transfer monies involved in the acquisition or disposition of Investments to or from the relevant account of the ICAV; or
- (iii) during the whole or part of any period when any breakdown occurs in the means of communication normally employed in determining the value of any of the Investments of the relevant Fund; or
- (iv) during the whole or part of any period when for any reason the value of any Investments of the relevant Fund cannot be reasonably, promptly or accurately ascertained; or
- (v) during the whole or part of any period when the ICAV is unable to repatriate funds required for making redemption payments or when such payments cannot, in the opinion of the Directors, be carried out at normal rates of exchange; [or](#)

[\(vi\) during any other period when the Directors determine that it is in the best interests of the Shareholders \(or Shareholders in the relevant Fund or Class\) to do so;](#)

and shall temporarily suspend the determination of the Net Asset Value of a Fund attributable to a Class and the issue, redemption and conversion of Participating Shares in any Fund or Class if directed to do so by the Central Bank.

15.05 Notice of any such suspension and notice of the determination of any such suspension shall be published by the ICAV in such manner as the Directors may deem appropriate to notify the persons likely to be affected thereby and given immediately to the Central Bank and in any event within the Dealing Day on which such suspension took effect.

15.06 The Directors shall ensure that the Net Asset Value per Participating Share is made readily available for the relevant Shareholders.

16.00 VALUATION OF INVESTMENTS

16.01 The value of the assets of each Fund shall be determined as at the Valuation Point as follows:-

- (a) Investments which are quoted, listed or dealt in or on a Recognised Exchange save as hereinafter provided at (d), (e), (f), (g), (h) and (i) will be valued at the Valuation Point with closing bid prices, latest available mid-market prices for Funds with a Valuation Point of 12 noon, Irish Time, and at closing mid-prices for other Funds, as described in the Prospectus. Where an Investment is listed or dealt in on more than one Recognised Exchange the relevant exchange or market shall be the principal stock exchange or market on which the Investment is listed or dealt on or the exchange or market which the Directors [or, where a](#)

Manager is appointed, the Manager (hereinafter referred to as the “Responsible Person”) or their delegate in their sole discretion determines provides the fairest criteria in determining a value for the relevant Investment. Investments listed or traded on a Recognised Exchange, but acquired or traded at a premium or at a discount outside or off the relevant exchange or market may be valued taking into account the level of premium or discount at the Valuation Point provided that the Depositary shall be satisfied that the adoption of such a procedure is justifiable in the context of establishing the probable realisation value of the Investment.

- (b) The value of any Investment which is not quoted, listed or dealt in on a Recognised Exchange or which is so quoted, listed or dealt but for which no such quotation or value is available or the available quotation or value is not representative of the fair market value shall be the probable realisation value as estimated with care and good faith by (i) the Responsible Person or (ii) a competent person, firm or corporation (including the Investment Manager) selected by the Responsible Person and approved for the purpose by the Depositary or (ii) the value as determined by any other means provided that such value is approved by the Depositary. Where reliable market quotations are not available for fixed income securities the value of such securities may be determined by reference to the valuation of other securities which are comparable in rating, yield, due date and other characteristics.
- (c) Cash and other liquid assets will be valued at their nominal value plus accrued interest unless in any case the Responsible Person is of the opinion that such assets are unlikely to be paid or received in full in which case the value thereof shall be arrived at after making such discount as the Responsible Person or their delegate (with the approval of the Depositary) may consider appropriate in such case to reflect the true value thereof.
- (d) Derivative contracts traded on a regulated market including without limitation futures and options contracts and index futures shall be valued at the settlement price as determined by the market where the derivative contract is traded. If the settlement price is not available, the derivative contract may be valued in accordance with paragraph (b) above. Derivative contracts including without limitation swap contracts which are not traded on a regulated market and which are cleared by a clearing counterparty will be valued on the basis of a quotation provided daily by the relevant counterparty and such valuation shall be approved or verified at least weekly by a party independent of the counterparty, including the Investment Manager, or another independent party which is approved for such purpose by the Depositary. Derivative contracts which are not traded on a regulated market and which are not cleared by a clearing counterparty will be valued on the basis of mark to market value of the derivative contract or if market conditions prevent marking to market, reliable and prudent marketing to model may be used.
- (e) Forward foreign exchange contracts shall be valued in the same manner as derivatives contracts which are not traded in a regulated market or by reference to the price at the Valuation Point at which a new forward contract of the same size and maturity could be undertaken.

- (f) Notwithstanding Clause 16.01(a) hereof units in collective investment schemes shall be valued at the net asset value of the units of the relevant collective investment scheme as at the Valuation Point.
 - (g) In the case of a Fund which is a short term money market fund, the Responsible Person may value the assets of the Fund using the amortised cost method of valuation if the use of such method of valuation is permissible pursuant to the Central Bank's Requirements.
 - (h) In the case of a Fund in relation to which it is not intended to apply the amortised cost method of valuation as a whole, the Responsible Person may value using the amortised cost method of valuation of money market instruments within the Fund having a residual maturity of less than three months and which do not have specific sensitivity to market parameters, including credit risk.
 - (i) The Responsible Person may, with the approval of the Depositary, adjust the value of any Investment if, having regard to its currency, marketability, applicable interest rates, anticipated rates of dividend, maturity, liquidity or any other relevant considerations, they consider that such adjustment is required to reflect the fair value thereof.
 - (j) Any value expressed otherwise than in the Base Currency of the relevant Fund shall be converted into the Base Currency of the relevant Fund at the exchange rate (whether official or otherwise) which the Responsible Person or their delegate shall determine to be appropriate.
 - (k) Where the value of any Investment is not ascertainable as described above, the value shall be the probable realisation value estimated by the Responsible Person with care and in good faith or by a competent person appointed by the Responsible Person (and who may include the Investment Manager) and who is approved for the purpose by the Depositary.
 - (l) Where on any Dealing Day (i) the value of all redemption requests received by the ICAV exceeds the value of all applications for Participating Shares received for that Dealing Day, the Responsible Person may value the Investments at bid prices or (ii) the value of all applications for Participating Shares received by the ICAV exceeds the value of all redemption requests received for that Dealing Day, the Responsible Person may value the Investments at offer prices; provided that the valuation policy selected by the Responsible Person is applied consistently throughout the duration of the ICAV.
- 16.02 If it is impossible or would be incorrect to carry out a valuation of an Investment in accordance with the above rules owing to particular circumstances the Responsible Person or their delegate with the approval of the Depositary shall use other generally recognised valuation principles, which can be examined by the Auditors, in order to reach a proper valuation of the total assets of the ICAV.
- 16.03 In calculating the value of assets of the ICAV and each Fund the following principles will apply:

- (a) every Participating Share agreed to be issued by the Directors with respect to each Dealing Day shall be deemed to be in issue at the Valuation Point for the relevant Dealing Day and the assets of the relevant Fund , subject to Clause 16.07 hereof, shall be deemed to include not only cash and property in the hands of the Depositary but also the amount of any cash or other property to be received in respect of Participating Shares agreed to be issued with respect to that Dealing Day after deducting therefrom (in the case of Participating Shares agreed to be issued for cash) or providing for preliminary charges;
- (b) where Investments have been agreed to be purchased or sold but such purchase or sale has not been completed, such Investments shall be included or excluded and the gross purchase or net sale consideration excluded or included as the case may require as if such purchase or sale had been duly completed;
- (c) there shall be added to the assets of the relevant Fund any actual or estimated amount of any taxation of a capital nature which may be recoverable by the ICAV which is attributable to that Fund;
- (d) there shall be added to the assets of each relevant Fund a sum representing any interest, dividends or other income accrued but not received and a sum representing unamortised expenses;
- (e) there shall be added to the assets of each relevant Fund the total amount (whether actual or estimated by the Directors or their delegate) of any claims for repayment of any taxation levied on income or capital gains including claims in respect of double taxation relief; and
- (f) where notice of the redemption of Participating Shares has been received by the ICAV with respect to a Dealing Day and the cancellation of such Participating Shares has not been completed, the Participating Shares to be redeemed shall be deemed not to be in issue at the Valuation Point and the value of the assets of the relevant Fund shall be deemed to be reduced by the amount payable upon such redemption;
- (g) there shall be deducted from the assets of the relevant Fund:
 - (i) the total amount of any actual or estimated liabilities properly payable out of the assets of the relevant Fund including any and all outstanding borrowings of the ICAV in respect of the relevant Fund, interest, fees and expenses payable on such borrowings and any estimated liability for tax and such amount in respect of contingent or projected expenses as the Directors consider fair and reasonable as of the relevant Valuation Point;
 - (ii) such sum in respect of tax (if any) on income or capital gains realised on the Investments of the relevant Fund as in the estimate of the Directors will become payable;

- (iii) the amount (if any) of any distribution declared by the Shareholders of the relevant Fund or the Directors pursuant to Clause 31.00 hereof but not distributed in respect thereof;
- (iv) the remuneration of [the Manager](#), the Administrator, the Depositary, the Investment Manager, any Distributor and any other providers of services to the ICAV accrued but remaining unpaid together with a sum equal to the value added tax chargeable thereon (if any);
- (v) the total amount (whether actual or estimated by the Directors) of any other liabilities properly payable out of the assets of the relevant Fund (including all establishment, operational and ongoing administrative fees, costs and expenses) as of the relevant Valuation Point;
- (vi) an amount as of the relevant Valuation Point representing the projected liability of the relevant Fund in respect of costs and expenses to be incurred by the relevant Fund in the event of a subsequent liquidation;
- (vii) an amount as of the relevant Valuation Point representing the projected liability of the relevant calls on Participating Shares in respect of any options written by the relevant Fund or Class of Participating Shares; and
- (viii) any other liability of the type referred to in Clause 3.03 hereof.

- 16.04 Where hedging strategies are used in relation to a Fund or Class of Participating Shares, the financial instruments used to implement such strategies shall be deemed to be assets or liabilities (as the case may be) of the relevant Fund as a whole but the gains/losses on and the costs of the relevant financial instruments will accrue solely to the relevant Class.
- 16.05 The Directors or their delegate shall ensure that the Net Asset Value per Participating Share is made available promptly to Shareholders upon request.
- 16.06 Without prejudice to Clause 25.01 hereof, the Directors may delegate any of their powers, authorities and discretions in relation to the determination of the value of any Investment to the Administrator, a committee of the Directors or to any other duly authorised person and may delegate the calculation of Net Asset Value in accordance with Central Bank Requirements. In the absence of negligence, fraud or wilful default, every decision taken by the Directors or any committee of the Directors or by the Administrator or any duly authorised person on behalf of the ICAV in determining the value of any Investment or calculating the Net Asset Value shall be final and binding on the ICAV and on present, past or future Shareholders.
- 16.07 Notwithstanding monies in a cash account established, maintained and operated in accordance with Clause 6.10 hereof may be treated (at the requirement of the Central Bank or otherwise) as assets of, and attributable to, a Fund:-

- (a) any subscription monies received from an investor prior to the Dealing Day of a Fund in respect of which an application for Participating Shares has been, or is expected to be, received and held in a cash account pursuant to Clause 6.10 hereof shall not be taken into account when determining the Net Asset Value of that Fund until the Valuation Day in respect of the Dealing Day as of which Participating Shares of the Fund are agreed to be issued to that investor;
- (b) any redemption monies payable to an investor subsequent to the Dealing Day of a Fund as of which Participating Shares of that investor were redeemed and held in a cash account pursuant to Clause 6.10 hereof shall not be taken into account when determining the Net Asset Value of that Fund; and
- (c) any dividend amount payable to a Shareholder of a Fund and held in a cash account pursuant to Clause 6.10 hereof shall not be taken into account when determining the Net Asset Value of that Fund.

TRANSFER AND TRANSMISSION OF SHARES

- 17.01 The transfer of shares shall be effected in such denomination as the Directors may from time to time decide in accordance with the following provisions.
- 17.02 No transfer of Management Shares may be effected without the prior written consent of the ICAV.
- 17.03 (a) Transfer of shares may be effected by transfer in writing or such other form as determined by the Directors accompanied by such evidence of ownership as the Directors may reasonably require to show the right of the transferor to make the transfer ("Instrument of Transfer"), signed by or on behalf of the transferor and every transfer shall state the full name and address of the transferor and transferee.
- (b) The Directors may from time to time specify a fee for the registration of instruments of transfer (provided that in relation to a transfer of Participating Shares the maximum fee may not exceed 5% of the Net Asset Value of the Participating Shares the subject matter of the transfer on the Dealing Day immediately preceding the date of the transfer) and which may be retained for the sole use and benefit of the ICAV or its delegate as the Directors in their absolute discretion may determine. The Directors reserve the right to reduce or waive any transfer fee and may distinguish between Members accordingly.
- 17.04 The Instrument of Transfer shall be signed by or on behalf of the transferor and need not be signed by the transferee. The signature on the Instrument may be affixed manually or electronically and may be an actual signature or a facsimile signature or any form of signature approved by the Directors. The Directors shall not be bound to enquire as to the genuineness of any signature. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof.
- 17.05 Nothing herein shall prejudice the power of the ICAV to register as a Member any person to whom the rights to any shares in the ICAV has been transmitted by operation of law.
- 17.06 The Directors may, before the end of the period of two months commencing with the date of receipt of the Instrument of Transfer, decline to register the transfer in the following circumstances:
- (i) if in consequence of such transfer, the transferor or the transferee would hold a number of Participating Shares less than the Minimum Holding;
- (ii) if all applicable taxes and/or stamp duties have not been paid in respect of the Instrument of Transfer and unless the Instrument of Transfer is deposited at the Office or such other place as the Directors may reasonably require, accompanied by such relevant information and declarations as the Directors may reasonably require from the transferee including without limitation, information and declarations of the type which may be requested from an applicant for shares in the ICAV and such fee as may from time to time be specified by the Directors for the registration of any Instrument of Transfer;

- (iii) where the Directors are aware or reasonably believe the transfer would result in the beneficial ownership of Participating Shares by a person in contravention of any restrictions on ownership imposed by the Directors or might result in legal, regulatory, pecuniary, taxation or material administrative disadvantage to the ICAV, a Fund, a Class of Participating Shares or Shareholders as a whole;
 - (iv) unless the Instrument of Transfer is deposited with the Administrator together with such evidence as is required by the Administrator to satisfy the Administrator as to its or the ICAV's requirements to prevent money laundering;
 - (v) if the registration of such transfer would result in a contravention of any provision of law.
- 17.07 If the Directors decline to register a transfer of any share they shall send to the transferee written notice of such refusal, provided that the Directors are not required to give notice to any person of a refusal to register a transfer where the giving of the notice would result in a contravention of any provision of law.
- 17.08 The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine, PROVIDED ALWAYS that such registration of transfers shall not be suspended for more than thirty days in any year.
- 17.09 All Instruments of Transfer evidencing a transfer of shares which shall be registered shall be retained by the ICAV, but any Instrument of Transfer relating to a transfer of shares which the Directors may decline to register shall (except in the case of fraud) be returned to the person depositing the same.
- 17.10 In the case of the death of a Member, the survivors or survivor where the deceased was a joint holder, and the executors or administrators or other personal representative of the deceased where he was a sole or surviving holder, shall be the only person(s) recognised by the ICAV as having title to his interest in the shares, but nothing in this Clause shall release the estate of the deceased holder whether sole or joint from any liability in respect of any share solely or jointly held by him.
- 17.11 Any guardian of an infant Member and any guardian or other legal representative of a Member under legal disability and any person entitled to a share in consequence of the death, insolvency or bankruptcy of a Member or otherwise by operation of law shall, upon producing such evidence of his title as the Directors may require, have the right either to be registered himself as the holder of the share or shares or to elect to have some person nominated by him registered as the transferee thereof. If the person so becoming entitled elects to be registered himself, he shall deliver or send to the ICAV a notice in writing signed by him stating that he so elects. If he shall elect to have his nominee registered, he shall signify his election by signing and delivering or sending to the ICAV an Instrument of Transfer of such share or shares in favour of his nominee. Any transfer by such person so entitled shall be as valid as if they had been a Member at the time of the execution of the Instrument of Transfer.
- 17.12 All the limitations, restrictions and provisions of this Instrument relating to the right to transfer and the registration of transfers of shares shall be applicable to any notice or Instrument of Transfer given or made pursuant to Clause 17.11 as if the death or bankruptcy

of the Member or other event giving rise to the transmission had not occurred and the notice of Instrument of Transfer were an Instrument of Transfer signed by that Member.

- 17.13 A person so becoming entitled to a share in consequence of the death, insolvency or bankruptcy of a Member or otherwise by operation of law shall, upon production of such evidence of his title as the Directors may require, have the right to receive and may give a discharge for all moneys payable or other advantages due on or in respect of the share, but he shall not be entitled to receive notice of or to attend or vote at meetings of the ICAV, nor, save as aforesaid, to any of the rights or privileges of a Member unless and until he shall be registered as a Member in respect of the share PROVIDED ALWAYS that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within ninety days the Directors may thereafter withhold all moneys payable or other advantages due in respect of the share until the requirements of the notice have been complied with.
- 17.14 A certification within the meaning of the Act by an ICAV of any Instrument of Transfer shall be taken as a representation by the ICAV to any person acting on the faith of the certificate that there have been produced to the ICAV such documents as on the face of them show a prima facie title to the shares in the transferor named in the Instrument of Transfer but not as a representation that the transferor has any title to the shares.
- 17.15 No person whatsoever shall be entitled to be registered on the Register until such person has provided the Directors with such relevant information as they may reasonably require.
- 17.16 If the ICAV is required to deduct, withhold or account for tax including any penalties and interest thereon upon the transfer of shares by a Member the provisions of Clause 12.11 hereof shall apply mutatis mutandis as if repeated in full herein.

18.00 **18 INVESTMENT OBJECTIVES**

18.01

- (a) The ICAV and each Fund may invest only in those Investments permitted by the [UCITS Regulations and the CBI UCITS](#) Regulations subject to the limitations and restrictions set out in the [UCITS Regulations, the CBI UCITS](#) Regulations and any derogations therefrom permitted by the Central Bank.
- (b) With the exception of permitted investments in unlisted securities, or in units of open-ended collective investment schemes and over the counter derivative instruments, investment by the ICAV and each Fund in securities or financial derivative instruments will be made only in securities or financial derivative instruments which are listed or traded on a Recognised Exchange listed in the Prospectus.
- (c) The specific investment objectives and policies of each Fund will be set out in the relevant Supplement to the Prospectus and will be formulated by the Directors at the time of the creation of the relevant Funds.
- (d) Subject to authorisation by the Central Bank each Fund may invest up to 100% of its net assets in transferable securities and money market instruments issued or guaranteed by any Member State, its local authorities, non-Member State or public international bodies of which one or more Member States are members, drawn from

the following list:

OECD Member Country (provided the relevant issues are investment grade)
Government of Singapore
Government of the People's Republic of China
Government of Brazil (provided the issues are investment grade)
Government of India (provided the issues are investment grade)
European Investment Bank
European Bank for Reconstruction & Development
International Finance Corporation
International Monetary Fund
Euratom
The Asian Development Bank
Council of Europe
Eurofima
African Development Bank
The International Bank for Reconstruction & Development (the World Bank)
The Inter American Development Bank
European Union
European Central Bank
Federal National Mortgage Association
Federal Home Loan Mortgage Corporation
Government National Mortgage Association
Student Loan Marketing Association
Federal Home Loan Bank
Federal Farm Credit Bank
Tennessee Valley Authority
Straight-A Funding LLC

A Fund must hold securities from at least 6 different issues, with securities from any one issue not exceeding 30% of net assets.

- (e) The ICAV or a Fund may for the purposes and ~~under~~subject to the conditions specified ~~in the Regulations~~under the Central Bank Requirements own all the issued share capital of any private company or be the sole participant, beneficiary or holder of units or interest in any other vehicle whether incorporated or established by contract or otherwise, which in the interests of Shareholders the Directors consider it necessary or desirable for the ICAV to incorporate or acquire or utilise in connection with the ICAV or a Fund. The shares/interests issued by such a company/vehicle and all of its assets will be held by the Depositary or its sub-custodian or nominee.
- 18.02 The ICAV and each Fund, and in accordance with the Central Bank Requirements each Class, may employ derivative instruments and techniques and instruments for the purposes of investment and efficient portfolio management and the ICAV and each Fund and each Class may employ derivative instruments and techniques and instruments intended to provide protection against exchange risks in each case under the conditions and within the limits laid down from time to time by the Central Bank.
- 18.03 For the purpose of providing margin or collateral in respect of transactions in and the use of derivative instruments and techniques and instruments, the ICAV shall be entitled:-

- (a) to transfer, deposit, mortgage, charge or otherwise encumber any Investments forming part of the ICAV or the relevant Fund;
 - (b) to vest any such Investments in the relevant Recognised Exchange or market or counterparty or any company controlled by such Recognised Exchange or market or any counterparty and used for the purpose of receive margin and/or cover or in a nominee of the Depositary; and/or
 - (c) to give or obtain the guarantee of a bank (and to provide any necessary counter-security therefor) and deposit such guarantee or cash, with a Recognised Exchange or counterparty or any company controlled by such Recognised Exchange or counterparty and used for the purpose of receiving margin and/or cover.
- 18.04 A Fund may in accordance with the Central Bank Requirements replicate the composition of a stock or debt securities or other financial index which is recognised by the Central Bank.
- 18.05 A Fund may hold ancillary liquid assets.
- 18.06 Save where otherwise determined by the Directors and specified in the relevant Supplement, no more than 10% of a Fund's assets may be invested in aggregate in units of other collective investment undertakings.
- 18.07 The investment objective of a Fund may not be altered and material changes in the investment policy of a Fund may not be made without the prior written approval of all Shareholders or the approval of Shareholders on the basis of an Ordinary Resolution.

19.00 GENERAL MEETINGS

- 19.01 All general meetings of the ICAV shall be held in Ireland.
- 19.02 Subject to Clauses 19.03 and 19.05, the ICAV shall in each year hold a general meeting as its annual general meeting in addition to any other meetings, where general or otherwise, it may hold in that year.
- 19.03 If the ICAV holds its first annual general meeting within 18 months after the date on which the registration order made by the Central Bank in respect of the ICAV comes into operation, the ICAV shall not be required to hold any other meeting as its annual general meeting in the year of its registration or in the following year.
- 19.04 Subject to Clauses 19.03 and 19.05, not more than 15 months may elapse between the date of one annual general meeting of the ICAV and the date of the next.
- 19.05 The Directors of the ICAV may elect to dispense with the holding of an annual general meeting by giving 60 days' written notice to all of the ICAV's Members. Any election made hereunder shall have effect for the year in which it is made and subsequent years, but does not affect any liability already incurred by reason of default in holding an annual general meeting. However, where an election made hereunder has effect for a year, one or more Members of the ICAV holding, or together holding, not less than 10 per cent of the voting rights in the ICAV or the Auditors may require the ICAV to hold an annual general meeting in

that year by giving notice in writing to the ICAV in the previous year or at least one month before the end of that year and the ICAV shall hold the required meeting.

- 19.06 All general meetings (other than annual general meetings) shall be called extraordinary general meetings.
- 19.07 The Directors may call an extraordinary general meeting whenever they think fit.
- 19.08 If at any time, there are not sufficient Directors capable of acting to form a quorum, any Director or Member of the ICAV may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.
- 19.09 One or more Members of the ICAV holding, or together holding, at any time not less than 50 per cent of the voting rights in the ICAV may convene an extraordinary general meeting of the ICAV.
- 19.10 The Directors of the ICAV shall, at the request of one or more Members holding, or together holding, at the date of the making of the request, not less than 10 per cent of the voting rights in the ICAV, proceed to convene an extraordinary general meeting of the ICAV. The request shall state the objects of the meeting and shall be signed by those making the request and deposited at the registered office of the ICAV and may consist of several documents in like form each signed by one or more of those making the request. If the Directors do not within 21 days after the date of the deposit of the request proceed to convene a meeting to be held within 2 months after that date, those making the request, or any of them representing more than 50 per cent of the total voting rights of all of them, may themselves convene a meeting, but any meeting so convened shall not be held more than 3 months after the date the request was first made. Any reasonable expenses incurred by those making the request by reason of the failure of the Directors duly to convene a meeting shall be repaid to those making the request by the ICAV and any sum so repaid shall be retained by the ICAV out of any sums due or to become due from the ICAV by way of fees or other remuneration in respect of their services to such of the Directors as were in default.
- 19.11 A meeting convened by Members under Clause 19.09 or Clause 19.10 shall be convened in the same manner as nearly as possible as that in which meetings of Members are to be convened by Directors.

20.00 NOTICE OF GENERAL MEETINGS

- 20.01 Each annual general meeting and extraordinary general meeting (called for the passing of a Special Resolution or Ordinary Resolution) shall be called by not less than fourteen Clear Days' notice which, in each case, shall specify the place, the day and the hour of the meeting, and in the case of special business the general nature of such business (and in the case of an annual general meeting that the meeting is an annual general meeting) and shall be given in the manner hereinafter provided to such persons as are under the provisions of this Instrument or the conditions of issue of the shares held by them entitled to receive notices from the ICAV.
- 20.02 The Directors, [the Manager](#), the Investment Manager, the Administrator, the Auditors and the Depositary shall be entitled to receive notice of and attend and speak at any general meeting of the ICAV. The Directors may in their discretion consider requests from other parties.

- 20.03 In every notice calling a meeting of the ICAV, there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of him and that a proxy need not also be a Member.
- 20.04 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.

21.00 PROCEEDINGS AT GENERAL MEETINGS

- 21.01 All business shall be deemed special that is transacted at an extraordinary general meeting, as shall all business that is transacted at an annual general meeting (with the exception of the consideration of the accounts and balance sheet and the reports of the Directors and Auditors, the election of Directors and the election of Directors in the place of those retiring, and the re-appointment of the retiring Auditors and the fixing of the remuneration of the Auditors).
- 21.02 No business shall be transacted at any general meeting unless a quorum is present. Subject to Clause 6.03, two Members present either in person or by proxy shall be a quorum for a general meeting of the ICAV, Fund(s) or Class(es) of Participating Shares. A representative of a corporation authorised pursuant to Clause 22.12 of this Instrument and present at any meeting of the ICAV or at any meeting of a Fund or Class or Classes of Members shall be deemed to be a Member for the purpose of constituting a quorum.
- 21.03 If within half an hour after the time appointed for a meeting a quorum is not present, the meeting, if convened on the requisition of or by Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Member present shall be a quorum and in the case of a meeting of a Class convened to consider the variation of rights of Members in such Class the quorum shall be one Member holding shares of the Class in question or his proxy.
- 21.04 The chairman, if one is appointed or, if he is absent, the deputy chairman of the Directors, or failing him, some other Director nominated by the Directors shall preside as chairman at every general meeting of the ICAV, but if at any meeting neither the chairman nor the deputy chairman nor such other Director is present within fifteen minutes after the time appointed for holding the meeting, or if none of them be willing to act as chairman, the Directors present shall choose some Director present to be chairman, or if no Directors are present, or if all the Directors present decline to take the chair, the Members present shall choose some Member present to be chairman.
- 21.05 The chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for fourteen days or more ten Clear Days' notice at 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.

- 21.06 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 or by at least two Members present in person or by proxy or any Member or Members present in person or by proxy representing at least one tenth of the shares in issue having the right to vote at the meeting. Unless a poll is so demanded, a declaration by the chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the book containing the minutes of the proceedings of the ICAV 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.
- 21.07 On a poll every Shareholder present in person or by proxy and entitled to vote shall have one vote in respect of each Participating Share held by him and every holder of Management Shares shall be entitled to one vote in respect of all Management Shares held by him. A Member entitled to more than one vote need not cast all his votes or cast all the votes he uses in the same way. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
- 21.08 If a poll is duly demanded, it shall be taken in such manner and at such place as the chairman may direct (including the use of ballot or voting papers or tickets) and the result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 21.09 The chairman may, in the event of a poll, appoint scrutinisers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.
- 21.10 A poll demanded on the election of a chairman and a poll demanded on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place as the chairman directs not being more than thirty days from the date of the meeting or adjourned meeting at which the poll was demanded.
- 21.11 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.
- 21.12 A demand for a poll may be withdrawn and no notice need be given of a poll not taken immediately.
- 21.13 A resolution in writing signed by all the Members of the ICAV, Fund or Class for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly appointed representatives) shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the ICAV, Fund or Class duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Members, and if described as a Special Resolution shall be deemed to be a special resolution within the meaning of this Instrument. In the case of a corporation a resolution in writing may be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative.

- 21.14 Subject to the Central Bank's Requirements, notwithstanding anything to the contrary in this Instrument, a resolution in writing that is described as being an Ordinary Resolution or a Special Resolution which is signed by a Member or Members who, at the time of the signing of the resolution concerned, represent more than 50%, in the case of an Ordinary Resolution or 75%, in the case of a Special Resolution, of the total voting rights of all the Members who, at that time, would have the right to attend and vote at a general meeting of the ICAV or relevant Fund or Class and in respect of which all Members of the ICAV or relevant Fund or Class (as the case may be) concerned entitled to attend and vote on the resolution have been circulated by the Directors (or other person proposing it) with the proposed text of the resolution, shall be as valid and effective for all purposes as if the Ordinary Resolution or Special Resolution, as the case may be, had been passed at a general meeting of the ICAV or relevant Fund or Class duly convened and held.
- 21.15 The provisions of this Clause and of Clauses 19.00, 20.00 and 22.00 shall, save to the extent expressly provided in this Instrument with respect to meetings of a Fund or Class, apply mutatis mutandis to separate meetings of each Fund or Class of Members.

22.00 VOTES OF MEMBERS

- 22.01 Each Class of Participating Shares may be issued with such voting rights or restrictions on voting rights as the Directors determine in their absolute discretion, including non-voting Classes. The voting rights attaching to Participating Shares may be set out in the Prospectus or relevant Supplement. On a show of hands every Shareholder (with applicable voting rights) present in person or by proxy shall be entitled to one vote and a holder of Management Shares shall be entitled to one vote in respect of all Management Shares.
- 22.02 On a poll every Shareholder present in person or by proxy shall be entitled to one vote in respect of each Participating Share (with applicable voting rights) held by him and a holder of Management Shares shall be entitled to one vote in respect of all Management Shares held by him. A Shareholder entitled to more than one vote need not cast all his votes, or cast all the votes he uses in the same way.
- 22.03 In the case of joint holders of a share, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the Register in respect of the shares.
- 22.04 A Member of unsound mind in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote whether on a show of hands or on a poll, by his committee, receiver, guardian or other person in the nature of a committee, receiver, guardian appointed by such court and such committee, receiver, guardian or other persons may on a poll vote by proxy, provided that such evidence as the Directors may require of the authority of the persons claiming to vote shall have been deposited at the Office not less than forty eight hours before the time for holding the meeting or adjourned meeting at which such person claims to vote.
- 22.05 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.

- 22.06 On a poll votes may be given either personally or by proxy. 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 corporation, either under its common seal or under the hand of an officer or attorney so authorised. An instrument of proxy shall be in any usual form or in such form as the Directors may approve PROVIDED ALWAYS that such form shall give the Member the choice of authorising his/her proxy to vote for or against each resolution.
- 22.07 Any person (whether a Member or not) may be appointed to act as a proxy. A Member may appoint more than one proxy to attend on the same occasion.
- 22.08 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of such power or authority, shall be deposited at the 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 ICAV not less than such minimum time specified before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid.
- 22.09 No instrument appointing a proxy shall be valid after the expiration of twelve months from the date named in it as the date of its execution, except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in cases where the meeting was originally held within twelve months from such date.
- 22.10 The Directors may at the expense of the ICAV send, by post or otherwise, to the 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 ICAV, such invitations shall be issued to all (and not to some only) of the Members entitled to be sent a notice of the meeting and to vote thereafter by proxy.
- 22.11 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the death or insanity of the principal or the revocation of the instrument of proxy, or of the authority under which the instrument of proxy was executed, or the transfer of the shares in respect of which the instrument of proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the ICAV at the Office, before the commencement of the meeting or adjourned meeting at which the instrument of proxy is used.
- 22.12 Any body corporate which is a 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 ICAV 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 Member and such body corporate shall for the purposes of this Instrument be deemed to be present in person at any such meeting if a person so authorised is present in person or by proxy thereat.

23.00 DIRECTORS

- 23.01 The ICAV shall have at least two Directors.
- 23.02 A Director need not be a Member.
- 23.03 This Instrument contains no provisions requiring Directors to retire on attaining a particular age.
- 23.04 The provisions of the Act relating to restrictions on directors of an insolvent company or disqualifying persons from being appointed or acting as a director or other officer, statutory auditor, receiver or liquidator, or being in any way (directly or indirectly) concerned or taking part in the promotion, formation or management of a company shall apply to the ICAV.
- 23.05 A Director may vote and be counted in the quorum at a meeting to consider the appointment or the fixing or variation of the terms of appointment of any Director to any office or employment with the ICAV or any company in which the ICAV is interested, but a Director may not vote or be counted in the quorum on a resolution concerning his own appointment.
- 23.06 The Directors of the ICAV for the time being are entitled to such remuneration as may be determined by the Directors and disclosed in the Prospectus issued by the ICAV from time to time. The Directors may also be reimbursed all reasonable travel, hotel and other incidental expenses incurred in connection with the business of the ICAV or the discharge of their duties. The ICAV shall not make to any Director any payment by way of compensation for loss of office, or as consideration for or in connection with retirement from office, unless the following conditions are satisfied, (a) that particulars relating to the proposed payment (including its amount) are disclosed to Members, and (b) that the proposal is approved by Ordinary Resolution of the ICAV in a general meeting.
- 23.07 The Directors may in addition to such remuneration as is referred to in Clause 23.06 of this Instrument grant special remuneration to any Director who, being called upon, shall perform any special or extra services to or at the request of the ICAV.
- 23.08 Any Director may at any time by instrument in writing under his hand and deposited at the Office, or delivered at a meeting of the Directors, appoint any Director or other person to be his alternate Director and may in like manner at any time terminate such appointment. Save as otherwise provided in this Instrument, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him.
- 23.09 The appointment of an alternate Director shall terminate if his appointor dies or ceases to be a Director or on the happening of any event with respect to the alternate Director which if he were a Director would cause him to vacate such office. However, if a Director retires by rotation or otherwise but is re-appointed or deemed to have been re-appointed at the meeting at which he retires, any appointment of an alternate Director made by him which was in force immediately prior to this retirement shall continue after his re-appointment.
- 23.10 An alternate Director shall be entitled to receive notices of meetings of the Directors and shall be entitled to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to perform all

functions of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions hereof shall apply as if he (instead of his appointor) were a Director. If he himself shall be a Director or attends a meeting as an alternate for more than one Director, his voting rights shall be cumulative, provided however, that he shall count as one for the purposes of determining a quorum. If his appointor is for the time being temporarily unable to act, his signature to any resolution in writing of the Directors and for the purposes of affixing the Seal shall be as effective as the signature of his appointor. To such extent as the Directors may from time to time determine in relation to any committee of the Directors, the foregoing provisions of this paragraph shall also apply mutatis mutandis to any meeting of any such committee of which his appointor is a member. 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.

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

23.12 The office of a Director shall be vacated in any of the following events namely:-

- (a) if he resigns his office by notice in writing signed by him and left at the Office;
- (b) if he becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (c) if he becomes of unsound mind;
- (d) if he is absent from meetings of the Directors for six successive months without leave expressed by a resolution of the Directors, and the Directors resolve that his office be vacated;
- (e) if he ceases to be a Director by virtue of, or becomes prohibited or restricted from being a Director by reason of, an order made under the provisions of any law or enactment;
- (f) if he is requested by a majority of the other Directors (not being less than two in number) to vacate office;
- (g) if he is removed from office by Ordinary Resolution of the ICAV in accordance with the provisions of the Act, as set out in Clause 23.13; or
- (h) if he ceases to be approved to act as a Director by the Central Bank.

23.13 The ICAV may by Ordinary Resolution remove a Director before the end of the Director's period of office despite anything in this Instrument or in any agreement between the ICAV and the Director, in accordance with the provisions of the Act

23.14 The Directors may, whether by standing resolution or otherwise, delegate all their powers to

any duly authorised Officer or other person or committee subject to such terms and conditions as the Directors in their absolute discretion may resolve.

- 23.15 The Directors shall have power at any time and from time to time to appoint any person to be a Director in accordance with the Central Bank Requirements, either to fill a casual vacancy or as an addition to the existing Directors. Directors are not required to retire by rotation.
- 23.16 The Members shall have the power at a general meeting of the ICAV to appoint any person to be a Director provided that a motion for the appointment of two or more persons as Directors of the ICAV by a single resolution shall not be made unless a resolution that it shall be so made has first been agreed to by the meeting without any vote being given against it.

24.00 TRANSACTIONS WITH DIRECTORS

- 24.01 A Director may hold any other office or place of profit under the ICAV (other than the office of Auditor) in conjunction with his office of Director on such terms as to tenure of office and otherwise as the Directors may determine.
- 24.02 No Director or intending Director shall be disqualified by his office from contracting with the ICAV either as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the ICAV in which any Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the ICAV for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established, but the nature of his interest must be declared by him. It shall be the duty of a Director of the ICAV who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the ICAV to declare the nature of his or her interest at a meeting of the Directors of the ICAV. This Clause does not apply in relation to an interest that cannot reasonably be regarded as likely to give rise to a conflict of interest. The declaration required by this Clause to be made by a Director shall (a) in the case of a proposed contract, be made at the meeting of the Directors at which the question of entering into the contract is first taken into consideration, or if the Director was not at the date of that meeting interested in the proposed contract, at the next meeting of the Directors held after he or she became so interested, (b) in a case where the Director becomes interested in a contract after it is made, be made at the first meeting of the Directors held after the Director becomes so interested. A general notice in writing given to the Directors by any Director to the effect that (a) he is a shareholder of any specified company or firm, and is to be regarded as interested in any contract which may thereafter be made with that company or firm or (b) he is to be regarded as interested in any contract which may after the date of the notice be made with a specified person who is connected with him or her (within the meaning of Part 4, Chapter 1 of the Act) shall (if such Director shall give the same at a meeting of the Directors or shall take reasonable steps to secure that the same is brought up and read at the next meeting of the Directors after it is given) be deemed a sufficient declaration of interest in relation to any contract or arrangement made.
- 24.03 Save as herein provided, a Director shall not vote in respect of any contract or arrangement or any proposal whatsoever in which he has any material interest otherwise than by virtue of his interests in shares or debentures or other securities of or otherwise in or through the ICAV. A Director shall not be counted in the quorum at a meeting in relation to any resolution on which he is debarred from voting.

- 24.04 A Director shall in the absence of some material interest other than that indicated below, be entitled 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 or indemnity to him in respect of money lent or obligations incurred by him at the request of or for the benefit of the ICAV or any of its subsidiaries or associated companies;
 - (b) the giving of any security, guarantee or indemnity to a third party in respect of a debt or obligation of the ICAV or any of its subsidiaries 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;
 - (c) any proposal concerning an offer of shares or other securities of or by the ICAV or any of its subsidiaries or associated companies for subscription or purchase 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 or beneficially interested in five per cent or more of the issued shares of any class of such company, or of any third company through which his interest is derived, or of any of the voting rights available to shareholders of the relevant company (any such interest being deemed for the purposes of this Clause to be a material interest in all circumstances).
 - (e) any proposal concerning the purchase of any policy of insurance against directors' and officers' liability.
- 24.05 In accordance with the provisions of the Act, a Director has a duty to disclose payments made where in connection with the transfer of Participating Shares in the ICAV payment is to be made to the Director by way of compensation for loss of office, or as consideration for or in connection with retirement from office.
- 24.06 Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employment with the ICAV or any company in which the ICAV is interested, such proposals may be divided and considered in relation to each Director separately and in such case each of the Directors concerned (if not 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.
- 24.07 If any question shall arise at any meeting as to the materiality of a Director's interest or as to the entitlement of any Director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the chairman of the meeting and his ruling in relation to any Director shall be final and conclusive except in a case where the nature or extent of the interests of the Director concerned has not been fairly disclosed.

- 24.08 For the purpose of this Clause, an interest of a person who is connected with a Director (i.e. within the meaning of Part 4, Chapter 1, of the Act) shall be treated as an interest of the Director and, in the case of an alternate Director, an interest of his appointor shall be treated as an interest of the alternate Director.
- 24.09 Any Director may act by himself or through his firm in a professional capacity for the ICAV, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained shall authorise a Director or his firm to act as Auditor.
- 24.10 The Directors may from time to time appoint one or more of their body to be the holder of any executive office 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 at any time revoke any such appointment.
- 24.11 The Directors may entrust to and confer upon any Director holding any executive office any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers.
- 24.12 Any Director may continue to be or become a director, managing director, manager or other officer or shareholder of any company promoted by the ICAV or in which the ICAV may be interested or associated in business, and no such Director shall be accountable for any remuneration or other benefits received by him as a director, managing director, manager, or other officer or shareholder of any such other company. The Directors may exercise the voting power conferred by the shares in any other company held or owned by the ICAV or exercisable by them as directors of such other company, in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors, managing directors, managers or other officers of such company, or voting or providing for the payment of remuneration to the directors, managing directors, managers or other officers of such company).
- 24.13 In accordance with the provisions of the Act, the ICAV shall keep a register showing, in relation to each Director and Secretary of the ICAV, the number, description and amount of any shares of (a) the ICAV, or (b) any other body corporate which is the ICAV's subsidiary or holding company, or a subsidiary of the ICAV's holding company, which are held by, or in trust for, him or her, his or her spouse or any child of his or hers of which he or she has any right to become the holder (whether on payment or not). The register shall be kept at the same office as the register of Members is kept, and shall be open to inspection during normal business hours (subject to such reasonable restrictions as the Directors may determine and impose generally or in a general meeting so that not less than two hours in each day be allowed for inspection) by any Member of the ICAV. The register shall also be produced at the commencement of the ICAV's annual general meeting and shall remain open and accessible during the continuation of the meeting to any person attending the meeting.
- 24.14 The ICAV may by Ordinary Resolution suspend or relax the provisions of this Clause 24 to any extent or ratify any transaction not duly authorised by reason of a contravention hereof.

25.00 POWERS AND DUTIES OF DIRECTORS

- 25.01 The business of the ICAV shall be managed by the Directors, who may exercise all such powers of the ICAV as are not by the Act or by this Instrument required to be exercised by the ICAV in general meeting, subject, nevertheless to the provisions of the Act, and to such directions, being not inconsistent with this Instrument or the Act, as may be given by the ICAV in general meeting, provided that no such direction given by the ICAV in general meeting shall invalidate any prior act of the Directors which would have been valid if such direction had not been given. The general powers given by this Clause shall not be limited or restricted by any special authority or power given to the Directors by this or any other Clause.
- 25.02 All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments drawn on the ICAV, and all other receipts for moneys paid to the ICAV shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.
- 25.03 The Directors may, whether by standing resolution, power of attorney or otherwise, delegate all their powers, authorities or discretions for such period and subject to such conditions as they may think fit including without limitation relating to the issue and redemption of Participating Shares, the calculation of the Net Asset Value per Participating Share, the declaration of dividends and the management, investment management and administration of the ICAV, to any duly authorised company, firm or other person subject to such terms and conditions as the Directors in their absolute discretion may resolve and, subject to the Act, may also authorise any such company, firm or person to delegate all or any of the powers, authorities and discretions so delegated.
- 25.04 Subject as provided in this Clause, the Directors may exercise all the powers of the ICAV to invest all or any funds of the ICAV or the subscription proceeds of any Participating Shares in any securities and other assets authorised by Clause 18.00 hereof.
- 25.05 A Director of the ICAV shall owe the principal fiduciary duties to the ICAV (and the ICAV alone) as set out in the Act.
- 25.06 If a Director of the ICAV considers in good faith that it is in the interests of the ICAV or relevant Fund for a transaction or engagement to be entered into and carried into effect, a Director may restrict his power to exercise an independent judgement in the future by agreeing to act in a particular way to achieve this.
- 25.07 In accordance with the provisions of the Act, the Directors may authorise any person(s) from time to time as an authorised signatory of the ICAV for the purpose of executing documents under the Seal of the ICAV.
- 25.08 The Directors shall have the power to reconstruct and amalgamate the ICAV or any Fund or Class on such terms and conditions as set out in a scheme of reconstruction and amalgamation approved by the Directors subject to the following conditions namely:
- (a) that the prior approval of the Central Bank has been obtained; and

- (b) that the Members of the Company or of the relevant Fund or Class have been circulated with particulars of the scheme in the form approved by the Directors and a Special Resolution of the Members of the Company or of the relevant Fund or Class has been passed approving the said scheme;

in which case the relevant scheme of reconstruction and amalgamation shall take effect upon such conditions being satisfied or upon such later date as the scheme may provide whereupon the terms of such scheme shall be binding upon all the Members who shall be bound to give effect thereof and the Directors shall do all such acts and things as may be necessary for the implementation thereof.

26.00 BORROWING POWERS

- 26.01 Subject to any limits imposed by the [UCITS Regulations or the CBI UCITS](#) Regulations and any derogations therefrom permitted by the Central Bank from time to time, the Directors may exercise all powers of the ICAV to borrow money or securities and to transfer, mortgage or charge or pledge or transfer its undertaking, property and assets, or any part thereof and to issue bonds, notes, debentures, debenture stock or other securities whether outright or as security for any debts or obligations of the ICAV.

27.00 PROCEEDINGS OF DIRECTORS

- 27.01 The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. The Directors may all meet together, or in part or form a committee to carry out any of their powers (subject to having a minimum quorum) Questions arising at any meeting shall be determined by a majority of votes. In case of an equality of votes, the chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.
- 27.02 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.
- 27.03 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 this Instrument, the continuing Directors or Director may act for the purpose of filling up vacancies in their number or of summoning general meetings of the ICAV, but not for any other purpose. If there be no Directors or Director able or willing to act, then any two Members may summon a general meeting for the purpose of appointing Directors.
- 27.04 The Directors may from time to time elect and remove a chairman and, if they think fit, a deputy chairman and determine the period for which they respectively are to hold office.
- 27.05 The chairman or, failing him, the deputy chairman shall preside at all meetings of the Directors, but if there is no chairman or deputy chairman, or if at any meeting the chairman or deputy chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman of the meeting.
- 27.06 Any Director or alternate Director may participate in a meeting of the Directors or any committee of the Directors by means of conference telephone or other telecommunications

equipment by means of which all persons participating in the meeting can hear each other speak and such participation in a meeting shall constitute presence in person at the meeting.

- 27.07 A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors and to vote thereat shall be as valid and effectual as a resolution passed at a meeting of the Directors duly convened and may consist of several documents in the like form each signed by one or more of the Directors, and for the purposes of the foregoing signature by any alternate Director shall be as effective as the signature of the Director by whom he is appointed.
- 27.08 A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all powers, authorities and discretions for the time being exercisable by the Directors.
- 27.09 The Directors may delegate any of their powers or authorities or the exercise of discretion to committees consisting of such members of their body 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 Clause 27.02 and shall be governed by the provisions of this Instrument 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.
- 27.10 Pursuant to the provisions of Clause 27.09, the Directors may delegate their powers relating to the declaration of interim dividends to a committee consisting of two or more Directors.
- 27.11 All acts done by any meeting of Directors, or of a committee of Directors or by any person acting as a Director shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Directors or person acting as aforesaid, or that they or any of them were disqualified, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed, and was qualified and had continued to be a Director and had been entitled to vote.
- 27.12 The Directors shall cause minutes to be made of:-
- (a) all appointments of officers made by the Directors;
 - (b) the names of the Directors present at each meeting of the Directors and of any committee of Directors; and
 - (c) all resolutions and proceedings of all meetings of the ICAV and of the Directors and of committees of Directors

Minutes may be made of any other matters as the Directors see fit.

- 27.13 Any such minutes as are referred to in Clause 27.12 of this Instrument, 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.
- 27.14 Where minutes have been made of the proceedings at any general meeting of the ICAV or meeting of directors or committee of directors then, until the contrary is shown, the meeting

shall be deemed to have been duly held and convened, and all proceedings at the meeting to have been duly had, and all appointments of directors or liquidators shall be deemed to be valid.

- 27.15 The Directors, from time to time and at any time by power of attorney under the Seal or otherwise, may appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the ICAV for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under this Instrument) and for such period and subject to such conditions as they may think fit. Any such power of attorney may contain such provisions for the protection of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him. Notwithstanding the generality of the foregoing, the Directors may appoint an attorney for the purpose of exercising their power to allot relevant securities pursuant to this Instrument.

28.00 MANAGING DIRECTORS

- 28.01 The Directors may from time to time appoint one or more of their body to be a Managing Director or Managing Directors of the ICAV and may fix his or their remuneration.
- 28.02 Every Managing Director shall be liable to be dismissed or removed from his position as Managing Director by the Directors and another person appointed in his place. The Directors may, however, enter into an agreement with any person who is or is about to become a Managing Director with regard to the length and terms of his employment, but so that the remedy of any such person for any breach of such agreement shall be in damages only and he shall have no right or claim to continue in such office contrary to the will of the Directors or of the ICAV in general meeting.
- 28.03 The Directors may from time to time entrust to and confer upon the Managing Director or Managing Directors all or any of the powers of the Directors (not including the power to borrow money or issue debentures) that they may think fit. But the exercise of all powers by the Managing Director or Managing Directors shall be subject to all such regulations and restrictions as the Directors may from time to time make and impose and the said powers may at any time be withdrawn, revoked or varied.

29.00 SECRETARY

- 29.01 The Secretary shall be appointed by the Directors. Anything required or authorised to be done by or to the Secretary may, if the office is vacant or there is for any other reason no Secretary capable of acting, be done by or to any assistant or deputy Secretary or if there is no assistant or deputy Secretary capable of acting, by or to any officer of the ICAV authorised generally or specially in that behalf by the Directors PROVIDED THAT any provisions of this Instrument requiring or authorising anything to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in the place of, the Secretary.

30.00 THE SEAL

- 30.01 Where the ICAV provides itself with a Seal, the Directors shall provide for its safe custody.

The Seal shall be used only by the authority of the Directors or of a committee of Directors authorised by the Directors in that behalf. Where the ICAV provides itself with a Seal, the fixing of the Seal must be authenticated by two authorised signatories (as permitted by the Act) or by a Director alone provided that such signature is attested by a witness.

- 30.02 Where the ICAV does not provide itself with a Seal as permitted by the Act, or where the ICAV does have a Seal, any document shall have the same effect as executed under the Seal if it is expressed (in whatever form of words) to be executed by the ICAV by two authorised signatories (as permitted by the Act) or by a Director alone provided that such signature is attested by a witness.

31.00 DIVIDENDS

- 31.01 Directors may declare such dividends on any Class of Participating Shares in the ICAV or in any Fund that appear to the Directors to be justified provided always that no dividend shall exceed the amount recommended by the Directors.

- 31.02 Holders of Management Shares shall not be entitled to receive any dividend in respect of such Management Shares.

31.03

- (a) The Directors may if they think fit declare and pay such dividends in respect of any Participating Shares in the ICAV as appear to the Directors to be justified, subject to any policy statement in relation to dividends in the Prospectus or any Supplement with respect to any Fund or Class of Participating Shares;
- (b) The Directors may in their absolute discretion differentiate between the Participating Shares in any Fund and Participating Shares in different Classes within the same Fund as to the dividends declared on such Participating Shares.

- 31.04 The dividend policy for each Class of Participating Shares and Fund will be specified in the relevant Supplement.

- 31.05 Subject to Clause 31.01, the amount available for distribution in respect of any Accounting Period shall be the capital or net income received by the ICAV in respect of the relevant Fund in respect of Investments (whether in the form of dividends, interest or otherwise) and /or net realised and unrealised capital gains (i.e. realised and unrealised capital gains less realised and unrealised capital losses) during the Accounting Period, subject to such adjustments as may be appropriate under the following headings:

- (a) addition or deduction of a sum by way of adjustment to allow for the effect of sales or purchases, cum or ex-dividend;
- (b) addition of a sum representing any interest or dividend or other income accrued but not received by the ICAV in respect of the relevant Fund or Class of Participating Shares at the end of the Accounting Period and deduction of a sum representing (to the extent that an adjustment by way of addition has been made in respect of any previous Accounting Period) interest or dividends or other income accrued at the end of the previous Accounting Period;

- (c) addition of the amount (if any) available for distribution in respect of the last preceding Accounting Period but not distributed in respect thereof;
- (d) addition of a sum representing the estimated or actual repayment of tax resulting from any claims in respect of corporation tax relief or double taxation relief or otherwise;
- (e) deduction of the amount of any tax or other estimated or actual liability properly payable out of the income or gains of the ICAV in respect of the relevant Fund or Class of Participating Shares;
- (f) deduction of a sum representing participation in income paid upon the cancellation of Participating Shares during the Accounting Period;
- (g) deduction of such sum as the Directors with the approval of the Auditors may think appropriate in respect of expenses of the relevant Fund or Class of Participating Shares including but not limited to the Organisational Expenses, Duties and Charges, fees and expenses due to the Auditors, the Secretary, the legal and other professional advisers of the ICAV, the Directors, the Depositary, the Administrator, and any distributor or investment manager appointed by the ICAV, all expenses of and incidental to any amendments to the Prospectus and this Instrument for the purpose of procuring that the ICAV conforms to legislation coming into force after the date of registration hereof and any other amendments made pursuant to a resolution of the ICAV, expenses comprising all costs, charges, professional fees and disbursements bona fide incurred in respect of the computation, claiming or reclaiming of all taxation reliefs and payments, and any interest paid or payable on borrowings to the extent that such sum has not already been, nor will be deducted pursuant to Clause 3.00 of this Instrument PROVIDED ALWAYS that the ICAV shall not be responsible for any error in any estimates of corporation tax repayments or double taxation relief expected to be obtained or of any sums payable by way of taxation or of income receivable, and if the same shall not prove in all respects correct, the Directors shall ensure that any consequent deficiency or surplus shall be adjusted in the Accounting Period in which a further or final settlement is made of such tax repayment or liability or claim to relief or in the amount of any such estimated income receivable, and no adjustment shall be made to any dividend previously declared.

31.06 The Directors may, with the sanction of an Ordinary Resolution, distribute in kind among the Shareholders of such Fund by way of dividend or otherwise any of the assets of the relevant Fund. In this event, the ICAV will, if requested, sell any asset or assets proposed to be distributed in kind and distribute to such Shareholder the cash proceeds less the costs of such sale, which shall be borne by the relevant Shareholder.

31.07 All Participating Shares, unless otherwise determined by the Directors or issued on terms providing that they shall rank for dividend as and from or after a particular date or to a particular extent, shall rank for dividend as from the beginning of the Accounting Period in which they are issued.

31.08 Any resolution of the Directors declaring a dividend on any Participating Shares may specify that the same shall be payable to the persons registered as Shareholders of such Participating Shares at the close of business on a particular date, notwithstanding that it may

be a date prior to that on which the resolution is passed, and thereupon the dividend shall be payable to them in accordance with their respective holdings so registered, but without prejudice to the rights inter se of transferors and transferees of such Participating Shares in respect of such dividend.

- 31.09 The ICAV may transmit any dividend or other amount payable in respect of any Participating Share at the risk and cost of the relevant Shareholder by cheque sent by ordinary post to the registered address of the holder, or, in the case of joint holders, to the person whose name and address appears first on the Register or to such person and address as the Shareholder or joint Shareholders may direct, by wire or electronic transfer at the risk and cost of the relevant Shareholder to a designated account payment of every such cheque and transmission by wire or electronic transfer shall constitute a good discharge to the ICAV and the ICAV shall not be responsible for any loss arising in respect of such payment or transmission.
- 31.10 No dividend or other amount payable to any Shareholder shall bear interest against the ICAV. All unclaimed dividends and other amounts payable as aforesaid may be invested or otherwise made use of for the benefit of the relevant Fund until claimed. Payment by the ICAV of any unclaimed dividend or other amount payable in respect of a Participating Share into a separate account shall not constitute the ICAV a trustee in respect thereof. Any dividend unclaimed after six years from the date when it first became payable or on the winding up of the ICAV, if earlier, shall be forfeited automatically and shall revert to the relevant Fund, without the necessity for any declaration or other action by the ICAV.
- 31.11 At the request of any Shareholder in a particular Fund or Class, the Directors may apply all dividends declared on all Participating Shares held by such Shareholder in the issue to that Shareholder of such number of additional Participating Shares in the relevant Fund or Class as are as nearly as possible equal in value to but not in excess of the amount of such dividends at the date of issue of such additional Participating Shares and otherwise on such terms as the Directors from time to time may resolve provided however that subject to Clause 31.12 hereof such Shareholder shall be entitled to revoke such request with respect to all Participating Shares in the relevant Fund or Class held by him and instead receive a cash dividend in respect of such Participating Shares.
- 31.12
- (a) Subject to Clause 31.12(b) hereof the Directors may determine that Shareholders will be entitled to receive in lieu of any dividend (or part thereof) in respect of any Participating Shares in any Fund or Class an issue of additional Participating Shares in proportion to the number of Participating Shares held by them in the relevant Fund or Class credited as fully paid and in any such case the following provisions shall apply:-
 - (i) the number of additional Participating Shares (including any fractional entitlement) to be issued in lieu of any amount of dividend shall be as nearly as possible equal in value to but not in excess of the amount of such dividend at the date of issue of such additional Participating Shares;
 - (ii) for such purpose the Directors shall capitalise a sum equal to the aggregate value of dividends in respect of which additional Participating Shares are proposed to be issued and apply the same in paying up in full the appropriate

number of additional Participating Shares for issue to the relevant Shareholders credited as fully paid up;

- (iii) the additional Participating Shares so issued shall rank *pari passu* in all respects with the fully-paid Participating Shares then in issue save only as regards participation in the relevant dividend (or share election in lieu);
- (iv) 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 make such provision as they may think fit in the case of Participating Shares becoming distributable in fractions so that fractional entitlements are disregarded or rounded up or the benefit of fractional entitlements accrues to the ICAV or the ICAV issues fractions of Participating Shares; and
- (v) the Directors may on any occasion determine that Participating Shares in lieu of dividends shall not be issued to a Shareholder with a registered address in any territory in which, in the absence of a registration statement or other special formalities, the issue of additional Participating Shares would or might be unlawful and in such event the provisions aforesaid shall be read and construed subject to such determination.

(b)

- (i) An applicant for or transferee of Participating Shares may subject to Clause 31.12 hereof elect by service of notice in writing on the ICAV, at the time of application for or other acquisition of Participating Shares, to receive cash in lieu of additional Participating Shares in satisfaction of the whole of any dividends that may be payable on all Participating Shares of the particular Fund or Class which may thereafter be registered in his name and may on the giving of one month's notice in writing to the ICAV or such lesser period as the Directors may determine revoke any election so made with respect to dividends declared after the expiration of such notice period.
- (ii) An election made pursuant to this Clause shall be personal to the Shareholder concerned in his capacity as a holder and, in respect of any Participating Shares transferred, shall automatically cease to have effect upon registration of the transfer or transmission of the relevant Participating Shares but shall continue in effect in respect of Participating Shares retained.

31.13

- (a) Where the amount of any distribution payable to an individual Shareholder would be less than Euro 1.00 (or its foreign currency equivalent), the Directors in their sole discretion may determine that such amount shall not be distributed but shall be retained and reinvested within and for the benefit of that proportion of the relevant Fund or Class.
- (b) Where the amount of any dividend payable to an individual Shareholder would be less than Euro 10 (or its foreign equivalent), the Directors in their sole discretion may determine not to pay any such dividend and instead issue and credit to the account of the relevant Shareholder such number of Participating Shares in the relevant Fund or Class as are as nearly as possible equal in value to but not in excess of the amount

of such dividends. A sales charge shall not be deducted from such amount.

- 31.14 If several persons are registered as joint holders any one of them may give receipts for dividends or monies payable to them in respect of Participating Shares.
- 31.15 Before recommending any dividend, whether preferential or otherwise, the Directors may carry to reserve out of the profits of the ICAV such sums as they think proper. All sums standing to reserve may be applied from time to time in the discretion of the Directors for any purpose to which the profits of the ICAV may be properly applied and at the like discretion may be either employed in the business of the ICAV or invested in such Investments as the Directors may lawfully determine. The Directors may divide the reserve into such special funds as they think fit and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided as they may lawfully determine. Any sum which the Directors may carry to reserve out of the unrealised profits of the ICAV shall not be mixed with any reserve to which profits available for distribution have been carried. The Directors may also carry forward, without placing the same to reserve, any profits which they may think it prudent not to divide.
- 31.16 If the ICAV is required to deduct, withhold or account for tax including any penalties and interest thereon upon the payment of a distribution to a Shareholder (whether in cash or otherwise), the provisions of Clause 12.11 hereof shall apply mutatis mutandis as if repeated in full herein.

32.00 CAPITALISATION OF PROFITS AND RESERVES

- 32.01 The Directors may determine that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the ICAV's reserve accounts (including capital reserves) or to the credit of the profit and loss account or which is otherwise available for distribution and not required for payment of dividend on any Participating Shares with a preferential right to dividend amongst the Shareholders who would have been entitled thereto if distributed by way of dividend and in the same proportion on condition that the same be not paid in cash but be applied either in or towards paying up in full unissued Participating Shares of the ICAV to be allotted and distributed credited as fully paid up to and amongst such Shareholders in the proportion aforesaid, or partly in one way and partly in the other, and the Directors shall give effect to such resolution.
- 32.02 The Directors may determine that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the ICAV's reserve accounts or to the credit of the profit and loss account which is not available for distribution by applying such sum in applying up in full unissued Participating Shares to be allotted as fully paid bonus Participating Shares to those Shareholders of the ICAV who would have been entitled to that sum if it were distributable and had been distributed by way of dividend (and in the same proportions) and the Directors shall give effect to such resolution.
- 32.03 The Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby and all allotments and issues of fully paid Participating Shares, if any, and generally shall do all acts and things required to give effect thereto with full power to the Directors to make such provisions as they shall think fit for payment in cash or otherwise in the case of Participating Shares becoming distributable in fractions and to authorise any person to enter on behalf of all the Shareholders entitled thereto into an agreement with the

ICAV providing for the allotment to them respectively, credited as fully paid up, of any further Participating Shares to which they may become entitled upon such capitalisation or (as the case may require) for the payment up by the ICAV on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing Participating Shares, and any agreement made under such authority shall be effective and binding on all such Shareholders.

33.00 EQUALISATION ACCOUNT

- 33.01 The Directors may from time to time at their discretion operate an equalisation account in respect of one or more Funds on such basis as may be determined by them including one or more equalisation accounts into which shall be credited or paid amounts paid by subscribers for Participating Shares which the Directors estimate represent the portion of the Subscription Price estimated by the Directors as attributable, as at the date of issue of such Participating Shares, to the amount which may be declared as dividends or the Participating Shares in respect of which an equalisation account is maintained (an "Equalisation Payment") in the current Accounting Period and the Directors may provide for the payment out of such account or accounts of capital sums in the amount hereinafter provided to Shareholders holding Participating Shares on which Equalisation Payments were paid or deemed to be paid at the time of making payment of the first dividend declared in respect of the Accounting Period in which the Equalisation Payment was made but prior to such redemption of Participating Shares or upon such basis as the Directors in their discretion, following consultation with the Auditors, determine.
- 33.02 The capital sum payable pursuant to Article 33.01 above shall be an amount equal to the Equalisation Payment paid or deemed to be paid on the issue of a Participating Share or if the Directors so think fit, a sum calculated by dividing the aggregate of all Equalisation Payments standing to the credit of the relevant Equalisation Account at the date to which the relevant dividend relates, by the number of Participating Shares in respect of which such capital sums are payable and in so doing such Participating Shares may be divided into two or more groups issued within different periods as may be selected by the Directors in any one accounting period so that the capital sum payable on each Participating Share in each such group shall be a sum calculated by dividing the aggregate of all Equalisation Payments standing to the credit of the relevant Equalisation Account in respect of the Participating Shares of each such group by the number of Participating Shares in such group provided that in no circumstances shall the capital sum payable in respect of any one Participating Share pursuant to this paragraph exceed the amount of the dividend declared on such Participating Share.
- 33.03 Any capital sums repaid to a Shareholder in accordance with the provisions of this Article shall release the ICAV from any liability to repay to such Shareholder the Equalisation Payment paid, and such Shareholder shall accept any such capital sum in full and final satisfaction of any Equalisation Payment otherwise payable.

34.00 ACCOUNTS

- 34.01 The Directors shall keep or cause to be kept adequate accounting records in accordance with the requirements of the Act and so as to enable the accounts of the ICAV to be prepared.

34.02 The accounting records shall be kept at the Office, or at such other place or places as the Directors shall think fit. If accounting records are kept at a place outside the State, there shall be sent to and kept at a place in the State and be at all reasonable times open to inspection by the Directors such information and returns relating to the business dealt with in the accounting records so kept as will:-

- (a) disclose with reasonable accuracy the financial position of that business at intervals not exceeding 6 months, and
- (b) enable to be prepared in accordance with the Act the ICAV's balance sheet, its profit and loss account or income and expenditure account and any other document containing information which is required by the Act.

34.03 The accounting records and any information and returns containing information required pursuant to the Act, shall be kept by the ICAV for a period of at least 6 years after the latest date to which they relate. The accounts shall at all times be open to the inspection of the Directors and officers of the ICAV, but no person, other than a Director, officers of the ICAV or the Auditors shall be entitled to inspect the accounting records of the ICAV.

34.04 The Directors of the ICAV shall prepare accounts for each financial year as at each Accounting Date. The accounts shall include the following:

- (a) a balance sheet or statement of the assets and liabilities attributable to the ICAV;
- (b) a detailed income and expenditure account for the financial year; and
- (c) such other information provided for in the Act.

The annual accounts shall give a true and fair view of the assets, liabilities and financial position of the ICAV at the end of the financial year and of the profit or loss of the ICAV for the financial year.

34.05 The annual accounts of the ICAV shall contain, so far as the information is contained in the ICAV's accounting records or the ICAV has the right to obtain it from the persons concerned –

- (a) the aggregate amount of the Directors' emoluments,
- (b) the aggregate amount of Directors', or former directors', pensions, and
- (c) the aggregate amount of any compensation to Directors or former directors in respect of loss of office.

34.06 The accounts may be prepared in accordance with generally accepted accounting practice in the State, international financial reporting standards, or an alternative body of accounting standards (as prescribed by the Act).

34.07 Separate accounts may be prepared and presented in respect of a Fund or Funds and all references in this Clause 34.00 to the ICAV be read as, where appropriate, referring to the Fund or Funds in respect of which the separate accounts are to be prepared.

34.08 The accounts of the ICAV shall for each financial year include a report from the Directors dealing, so far as is material for the appreciation of the state of the ICAV's affairs (and, if it has subsidiaries, of the affairs of the ICAV and its subsidiaries as a group), with:-

- (a) any change during the financial year in the nature of the business of the ICAV or of the ICAV's subsidiaries in the classes of business in which the ICAV has an interest whether as a member of another ICAV or a company or otherwise, and
- (b) the amount, if any, which they recommend should be paid by way of dividend and the amount, if any, which they propose to carry to reserves.

The Directors' report shall be approved by the Board of Directors and signed on behalf of the ICAV by any two Directors.

The Directors' report shall contain the information prescribed in accordance with the Act.

34.09 The Directors shall cause to be audited by the Auditors a report to the Members as of the Accounting Date in each year. A copy of the auditor's report shall be attached to the annual accounts and Director's report for the financial year to which the report relates. In preparing the Auditors' report, the Auditor shall (a) consider whether the information given in the directors' report relating to the financial year is consistent with the accounts prepared by the ICAV for that year; and (b) state in the report whether, in the Auditor's opinion that information is, or is not, consistent with those accounts. The auditors' report shall state clearly the statutory auditors' opinion as to— (a) whether the annual accounts give a true and fair view of (i) in the case of a balance sheet, of the assets, liabilities and financial position of the ICAV at the end of the financial year, (ii) in the case of a profit and loss account, of the profit or loss of the ICAV for the financial year, and (b) whether the annual accounts have been properly prepared in accordance with the relevant financial reporting framework.

34.10 Copies of the said annual accounts shall be made available to all Members at least once in every year but not later than four months after the end of the period to which they relate. Copies will also be sent by the ICAV free of charge to investors upon request.

34.11 Copies of unaudited half-yearly accounts for the six months immediately succeeding the date of the last annual accounts shall be made available to all Members not later than two months from the end of the period to which they relate. Copies will also be sent by the ICAV free of charge to investors upon request.

35.00 AUDITORS

35.01 The ICAV shall at each annual general meeting appoint an Auditor or Auditors to hold office until the conclusion of the next annual general meeting.

35.02 The first Auditors shall be appointed by the Directors before the first general meeting, and they shall hold office until the conclusion of the first annual general meeting. Where no appointment is made by the Directors before the first general meeting, the first Auditors may be appointed in general meeting.

35.03 On the date on which the holding of an annual general meeting is dispensed with in accordance with the Act, any Auditor or Auditors appointed in accordance with Clause 35.02

cease to hold office and the Directors shall immediately reappoint the Auditor or Auditors or appoint a new auditor or auditors.

- 35.04 Where the ICAV has dispensed of the requirement to hold annual general meetings in accordance with Clause 19.05 the Directors shall appoint the Auditor or Auditors.
- 35.05 Where, in any case, no Auditors are appointed as required by Clause 35.04, the Central Bank may appoint a person to fill the vacancy.
- 35.06 The appointment and removal of Auditors and the determination of eligibility for appointment as Auditors to the ICAV shall be governed by the provisions of the Act.
- 35.07 The remuneration of the Auditors who are appointed by the ICAV in general meeting shall be approved by the ICAV in general meeting or in such manner as the ICAV in general meeting may determine.
- 35.08 The remuneration of the Auditors of who are appointed by the Directors or the Central Bank shall be fixed by the Directors or the Central Bank (and be payable by the ICAV in the case where it is fixed by the Bank).
- 35.09 The Auditors shall at all times have the right of access to the ICAV's accounting records and shall be entitled to require from the Directors and officers of the ICAV such information and explanations as the Auditors consider necessary for the performance of their duties.
- 35.10 The Auditors shall be entitled to attend any general meeting of the ICAV and to receive all notices of, and other communications relating to, any general meeting which any Member is entitled to receive and to be heard at any general meeting at which any business of the meeting concerns them as Auditors. The right of an Auditor to attend and be heard at a general meeting is exercisable in the case of a body corporate or partnership by an individual authorised by it in writing to act as its representative at the meeting.

36.00 NOTICES

- 36.01 Any notice or other document required to be served upon or sent to a Member may be given by posting or delivering to or leaving the same at his address as appearing on the Register or by transmitting the same by fax or other means of electronic communication to a fax number, email address or other electronic identification provided to the ICAV or its delegate or by such other means as the Directors may determine and notify in advance to Members. Any such notices or documents shall be deemed to have been duly given if sent by post to or left at the Member's address as appearing on the Register and if sent by fax on the day of receipt of a transmission receipt and if sent by electronic communication when it has been transmitted to the electronic information system designated by the Member for the purpose of receiving electronic communications and otherwise as determined by the Directors and notified in advance to Members and in the case of joint Members shall be deemed duly given if so done upon or to the first named on the Register .
- 36.02 Service of a notice or document on the first named of several joint Members shall be deemed effective service on that person and the other joint Members.

- 36.03 Any notice or document served or sent in pursuance of these presents shall notwithstanding that such Member be then dead or bankrupt and whether or not the ICAV has notice of his death or bankruptcy be deemed to have been duly served or sent and such service shall be deemed a sufficient service on or receipt by all persons interested (whether jointly with or as claiming through or under him) in the Shares concerned.
- 36.04 Any certificate or notice or other document which is served on or given to a Member in accordance with these presents or in accordance with a Member's instructions shall be so sent, served, given or dispatched at the risk of such Member.
- 36.05 Any notice in writing or other document in writing required to be served upon or sent to the Company shall be deemed to have been duly given if sent by post to the Office or left at the Office or in accordance with any procedures specified in the Prospectus with respect to service of notice in specific circumstances.

37.00 WINDING UP

- 37.01 The ICAV may be wound up:
- (a) if at any time after the first anniversary of the registration of the ICAV, the Net Asset Value of the ICAV falls below such figure as may be determined by the Directors and may be disclosed in the Prospectus, on each Dealing Day for such period as may be determined by the Directors and the Members resolve to wind up the ICAV by Ordinary Resolution; or
 - (b) an event specified at Clause 4.06 has occurred and the Members of the ICAV resolve by Ordinary Resolution to wind up the ICAV;
 - (c) when it becomes illegal or in the opinion of the Directors of the ICAV impracticable or inadvisable to continue operating the ICAV.
- 37.02 In all cases other than those set out in Clause 37.01 above, the Members may resolve to wind up the ICAV by Special Resolution in accordance with the summary approval procedure as provided for in the Act.
- 37.03 In the event of a winding up the liquidator shall firstly apply the assets of the ICAV in satisfaction of creditors' claims in such manner and order as he thinks fit. The liquidator shall in relation to the assets available for distribution among Members make such transfers thereof to and from the Classes as may be necessary in order that the effective burden of creditors' claims may be shared between the Members of different Classes in such proportions as the liquidator in his discretion deems equitable.
- 37.04 The assets available for distribution among the Members shall be applied in the following priority:
- (i) Firstly, in the payment to the holders of the Participating Shares of each Class or Fund of a sum in the Base Currency (or in any other currency selected by the liquidator) as nearly as possible equal (at a rate of exchange determined by the liquidator) to the Net Asset Value of the Participating Shares of such Class or Fund held by such Shareholders respectively as at the date of commencement

of winding up.

- (ii) Secondly, in the payment to the holders of the Management Shares of sums up to the consideration paid therefor out of the assets of the ICAV not comprised within any Funds provided that if there are insufficient assets to enable such payment in full to be made, no recourse shall be had to the assets comprised in any of the Funds.
- (iii) Thirdly, in the payment to the holders of Participating Shares of each Class or Fund of any balance then remaining in the relevant Fund, such payment being made in proportion to the number of Participating Shares of the relevant Class or Fund held.
- (iv) Fourthly, any balance then remaining and not attributable to any Fund or Class of Participating Shares shall be apportioned between the Funds and Classes of Participating Shares pro-rata to the Net Asset Value of each Fund or Class of Participating Shares immediately prior to any distribution to Shareholders and the amounts so apportioned shall be paid to Shareholders pro-rata to the number of Participating Shares in that Fund or Class held by them.

37.05 The liquidator may with the authority of an Ordinary Resolution of the ICAV or with the prior written approval of all Members of the ICAV divide among the Shareholders (pro rata to the value of their respective shareholdings in the ICAV) in specie the whole or any part of the assets of the ICAV, and whether or not the assets shall consist of property of a single kind provided that any Shareholder shall be entitled to request the sale of any asset or assets proposed to be so distributed and the distribution to such Shareholder of the cash proceeds of such sale. The costs of any such sale shall be borne by the relevant Shareholder. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of Shareholders as the liquidator shall think fit, and the liquidation of the ICAV may be closed and the ICAV dissolved, but so that no Shareholder shall be compelled to accept any asset in respect of which there is any liability. Further the liquidator may with like authority transfer the whole or part of the assets of the ICAV to a company or collective investment scheme (the “**Transferee Company**”) on terms that Shareholders in the ICAV shall receive from the Transferee Company shares or units in the Transferee Company of equivalent value to their shareholdings in the ICAV.

37.06 Notwithstanding any other provision contained in this Instrument, should the Directors at any time and in their absolute discretion resolve that it would be in the best interests of the Shareholders to wind up the ICAV, then any such winding up shall be commenced in accordance with the summary approval procedure as provided for in the Act. Any liquidator appointed to wind up the ICAV shall distribute the assets of the ICAV in accordance with the provisions of this Clause 37.00.

38.00 INDEMNITY AND INSURANCE

38.01 Every person or body corporate who is or has been a Director or alternate Director or Secretary or servant of the ICAV or any person or body corporate who is or has acted as auditor of the ICAV and such person's heirs, administrators and executors, shall be indemnified and secured harmless out of the assets and profits of the ICAV from and against all actions, costs, charges, losses, damages and expenses, which they or any of

them, their or any of their heirs, administrators or executors shall or may incur or sustain by reason of any contract entered into or any act done, concurred in, or omitted in or about the execution of their duty or supposed duty in their respective offices or trusts, except such (if any) as they shall incur or sustain by or through their own negligence, default, breach of duty or breach of trust, and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the ICAV and have priority as between the Members over all other claims. None of the foregoing shall be answerable for the acts, receipts, neglects, or defaults of the other or others of them, or for joining in any receipt for the sake of conformity, or for any bankers, brokers, or other persons into whose hands any money or assets of the ICAV may come, or for any defects of title of the ICAV to any property purchased, or for insufficiency or deficiency of or defect of title of the ICAV to any security upon which any moneys of or belonging to the ICAV shall be placed out or invested, or for any loss, misfortune or damage resulting from any such cause as aforesaid, or which may happen in the execution of their respective offices or trusts, or in relation thereto, unless the same shall happen by or through their own negligence, default, breach of duty or breach of trust. The ICAV may indemnify any Director, Secretary, or any auditor against any liability incurred by him in defending proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted. The rights of indemnification herein provided shall be severable, shall not affect any other rights to which any Director, Secretary or auditor may now or hereafter be entitled and shall have effect in so far as they are not avoided by section 190 of the Act. A Director for the purposes of this Clause shall include any alternate Director appointed by a Director from time to time in accordance with this Instrument.

- 38.02 The [Manager](#), [the Administrator](#), the Depositary, the Investment Manager and the Distributor shall be entitled to such indemnity from the ICAV upon such terms and subject to such conditions and exceptions and with such entitlement to have recourse to the assets of the ICAV with a view to meeting and discharging the cost thereof as shall be provided under the [Management Agreement](#), Administration Agreement, the Depositary Agreement, the Investment Management Agreement and any Distribution Agreement (as applicable) provided that in the case of [the Manager](#), the Administrator, Investment Manager and/or Distributor, no such indemnity shall extend to any matters arising from their own negligence, fraud or wilful default and, in the case of the Depositary, no such indemnity shall extend to any matters arising from the breach of the minimum standard of liability applicable to the Depositary pursuant to the UCITS Regulations.
- 38.03 None of the ICAV, [the Manager](#), the Investment Manager, the Administrator, the Depositary and the Distributor or any of their directors, officers, employees or agents will be responsible or liable for the authenticity of subscription or related instructions from Shareholders reasonably believed to be genuine and shall not be liable for any losses, costs or expenses arising out of or in conjunction with any unauthorised or fraudulent instructions. The foregoing parties shall be entitled to rely absolutely on any Standing Redemption and Payment Instructions and on any declaration received from a Shareholder as to residence or otherwise of such Shareholder 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 sealed or signed by the proper parties nor be in any way liable for any forged or unauthorised signature on or any common seal affixed to any such document or for acting on or giving effect to any such forged or unauthorised signature or common seal but shall be entitled though not bound to require the signature of any person

to be verified by a banker, broker or other responsible person or otherwise authenticated to its or their satisfaction.

- 38.04 The ICAV, the Manager, the Investment Manager, the Administrator, the Depositary and the Distributor shall incur no liability to the Shareholders for doing or (as the case may be) failing to do any act or thing which by reason of any provision of any present or future law or regulation made pursuant thereto, or of any decree, order or judgment of any court, or by reason of any request announcement or similar action (whether of binding legal effect or not) which may be taken or made by any person or body acting with or purporting to exercise the authority of any government (whether legally or otherwise) either they or any of them shall be directed or requested to do or perform or to forbear from doing or performing. If for any reason it becomes impossible or impracticable to carry out any of the provisions of this Instrument none of the ICAV, the Manager, the Investment Manager, the Administrator, the Distributor or the Depositary shall be under any liability therefor or thereby. This Clause shall not, however, exempt the ICAV, the Manager, the Investment Manager, the Administrator, the Depositary or the Distributor from any liability they may incur as a result of a failure to adhere to their obligations as set out in the Act or in the Regulations.
- 38.05 For the avoidance of doubt, no Director (including any alternate Director) shall be liable for the acts or omissions of any other Director.
- 38.06 In accordance with Section 190 of the Act, the Directors shall have the power to purchase and maintain for the benefit of any persons who are or were at any time Directors, Secretary or Auditors of the ICAV insurance against any liability incurred by such persons in respect of any act or omission in the execution or discharge of their duties or in the exercise of their powers, and the Directors shall be entitled to vote and be counted in the quorum in respect of any resolution concerning the purchase of such insurance. A Director for the purposes of this Clause shall include any alternate Director appointed by a Director from time to time in accordance with this Instrument.

39.00 DESTRUCTION OF DOCUMENTS

39.01 The ICAV may destroy:-

- (a) any dividend mandate or any variation or cancellation thereof or any notification of change of name or address at any time after the expiry of two years from the date such mandate, variation, cancellation or notification was recorded by the ICAV;
- (b) any instrument of transfer of shares which has been registered at any time after the expiry of six years from the date of registration thereof; and
- (c) any other document on the basis of which an entry in the Register is made at any time after the expiry of ten years from the date an entry in the Register was first made in respect of it; and it shall conclusively be presumed in favour of the ICAV that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the ICAV PROVIDED ALWAYS that:-
 - (i) the foregoing provisions of this Clause shall apply only to the destruction of a

document in good faith and without express notice to the ICAV that the preservation of such document was relevant to a claim;

- (ii) nothing contained in this Clause shall be construed as imposing upon the ICAV any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (i) above are not fulfilled; and
- (iii) references in this Clause to the destruction of any document includes references to its disposal in any manner.

40.00 AMENDMENT OF THIS INSTRUMENT

This Instrument shall not be amended other than in accordance with the Central Bank Requirements and only when such amendment(s) have been approved by the Members or certified by the Depositary in accordance with the provisions of the Act.

41.00 GOVERNING LAW

This Instrument and any non-contractual obligations arising out of or in connection with this Instrument shall be governed by and construed in accordance with the laws of Ireland.

42.00 OVERRIDING PROVISIONS

In the event of there being any conflict between the provisions of this Instrument and the Act or Central Bank Requirements, the Act or Central Bank Requirements shall prevail. Notwithstanding any other provision of these presents, the Directors shall have the power to (i) avail of any derogation or waiver granted to the ICAV by the Central Bank from any of Central Bank Requirements as reflected herein or otherwise and (ii) avail of any other changes in Central Bank Requirements or applicable law which at the date of these presents is currently restricted or prohibited under Central Bank Requirements or applicable law which would permit the ICAV to avail of greater flexibility than currently afforded by these presents provided always that the exercise of such powers shall be in accordance with Central Bank Requirements and applicable law.

43.00 SEVERABILITY

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

We, the persons whose names, addresses and descriptions are subscribed, wish to be formed into an ICAV in pursuance of this Instrument of Incorporation and we agree to subscribe our names to this Instrument of Incorporation.

**Names, Addresses and Descriptions
of Subscribers**

Patrick Cassells
24 Westfield Road
Harolds Cross
Dublin 6W
Ireland

Gerard Solan
3 Asgard Road
Howth
Co. Dublin

Dated 10th August, 2016

Witness to the above signatures:

Derval Murray
Montana Cottage
Tooman Road
Kilpedder
County Wicklow
Ireland

Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	17/08/2021 12:15:17
Comparison Time	2.03 seconds
compareDocs version	v4.3.300.65

Sources	
Original Document	Instrument of Incorporation - 13 Feb 2020.DOCX
Modified Document	Instrument of Incorporation ManCo Update 2021.DOCX

Comparison Statistics	
Insertions	246
Deletions	179
Changes	29
Moves	0
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	454

Word Rendering Set Markup Options	
Name	Standard
<u>Insertions</u>	
Deletions	
<u>Moves</u> / Moves	
Font Changes	
Paragraph Style Changes	
Character Style Changes	
Inserted cells	
Deleted cells	
Merged cells	
Changed lines	Mark left border.
Comments color	By Author.
Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	Formatting
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	True
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	[Yes / No]
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True