

FORM 1A
INSTRUCTIONS ON REVERSE



JAMAICA
THE COMPANIES ACT
ARTICLES OF INCORPORATION
COMPANY LIMITED BY SHARES
(Pursuant to sections 8 & 25)



Stamp Duty Paid
COJI-120215-448522

I. NAME OF COMPANY **JNFM Mutual Funds Limited**

1A. COMPANY FAX NUMBER **N/A** 1B. TYPE OF COMPANY:
PRIVATE PUBLIC

1C. IF THE COMPANY IS A PRIVATE COMPANY THE FOLLOWING APPLY:

- (i) THE RIGHT TO TRANSFER SHARES IS RESTRICTED IN THE MANNER HEREINAFTER PRESCRIBED;
- (ii) SUBJECT TO SECTION 25 (1) (b) OF THE ACT, THE NUMBER OF MEMBERS OF THE COMPANY (EXCLUSIVE OF PERSONS WHO ARE IN THE EMPLOYMENT OF THE COMPANY AND PERSONS WHO HAVING BEEN FORMERLY IN THE EMPLOYMENT OF THE COMPANY WERE IN SUCH EMPLOYMENT AND HAVE CONTINUED AFTER THE DETERMINATION OF SUCH EMPLOYMENT TO BE MEMBERS OF THE COMPANY) IS LIMITED TO TWENTY;

PROVIDED THAT WHERE TWO OR MORE PERSONS HOLD ONE OR MORE SHARES IN THE COMPANY JOINTLY THEY SHALL FOR THE PURPOSE OF THIS REGULATION BE TREATED AS A SINGLE MEMBER;
- (iii) ANY INVITATION TO THE PUBLIC TO SUBSCRIBE FOR ANY SHARES OR DEBENTURES OF THE COMPANY IS PROHIBITED;
- (iv) ANY INVITATION TO THE PUBLIC TO DEPOSIT MONEY FOR FIXED PERIODS OR PAYABLE ON CALL WHETHER BEARING OR NOT BEARING INTEREST IS PROHIBITED;
- (v) SUBJECT TO THE EXCEPTIONS PROVIDED FOR IN THE TWELTH SCHEDULE TO THE ACT, ANY PERSON OTHER THAN A SHARE HOLDER IS PROHIBITED FROM HAVING ANY INTEREST IN ANY OF THE COMPANY'S SHARES; AND
- (vi) THE COMPANY SHALL NOT HAVE THE POWER TO ISSUE WARRANTS TO BEARERS.

1D. IF A PUBLIC COMPANY STATE THE VALUE OF THE ALLOTTED SHARE CAPITAL: **Exempt - Securities (Amendment) Act, 2013, s39(10) (a)**

2. THE REGISTERED OFFICE IS SITUATED IN JAMAICA

3. CORE BUSINESS OF THE OF COMPANY

Collective Investment Scheme

4. THE CLASSES OF SHARES, IF ANY THAT THE COMPANY IS AUTHORIZED TO ISSUE

Investors' shares and special rights share

4A. THE MAXIMUM NUMBER OF SHARES, IF ANY THAT THE COMPANY IS AUTHORIZED TO ISSUE

500,000,000,000 investors' shares and 1 special rights share

5. RESTRICTIONS, IF ANY, ON SHARE TRANSFERS

See Articles 27.1 and 34.1 to 34.8

6. MINIMUM NUMBER OF DIRECTORS

three

OR

6A. MAXIMUM NUMBER OF DIRECTORS

N/A

6B. NAMES OF FIRST DIRECTORS

NAME (S)	RESIDENTIAL ADDRESS	OCCUPATION	CONTACT #
Earl Jarrett	1 Mark Way, Kingston 8	Business Executive	929-6350
Peter Morris	47 Manor Court Mews, Kingston 8	Business Executive	990-2584
Caryl Fenton	23 Norbrook Acres Drive, Kingston 8	Business Executive	924-1051

6C. NAME OF FIRST COMPANY SECRETARY

NAME	RESIDENTIAL ADDRESS	OCCUPATION	CONTACT #
Karene Miller	9 Lees Flat, Red Hills, Kingston 8	Attorney-at-law	427-3319

7. RESTRICTIONS, IF ANY, ON THE BUSINESS THE COMPANY MAY CARRY ON

Article 29.1

7A. JUSTIFICATION OF PROPOSED NAME, WHERE APPLICABLE

N/A

8. THE FOLLOWING ARTICLES FROM TABLE A SHALL APPLY WITHOUT VARIATION

TABLE A SHALL NOT APPLY EXCEPT WHERE REPEATED OR CONTAINED IN THE ATTACHED SCHEDULE 1

8A. THE FOLLOWING ADDITIONAL ARTICLES SHALL APPLY

SEE SCHEDULE 1 ATTACHED

9. HAS THERE BEEN AN ALLOTMENT OF SHARES FOR CONSIDERATION OTHER THAN CASH PURSUANT TO A PREINCORPORATION CONTRACT?

YES

NO

9A. THE NATURE AND VALUE OF THIS CONSIDERATION IS SET OUT BELOW:


N/A

10. LIABILITY OF THE MEMBERS IS LIMITED

11. SUBSCRIBERS AND WITNESSES

SUBSCRIBER		SUBSCRIBER		SUBSCRIBER	
See Schedule 2 attached					
PRINT NAME		PRINT NAME		PRINT NAME	
SIGNATURE		SIGNATURE		SIGNATURE	
ADDRESS		ADDRESS		ADDRESS	
ADDRESS		ADDRESS		ADDRESS	
Business Executive		Business Executive		Business Executive	
OCCUPATION		OCCUPATION		OCCUPATION	
NUMBER OF SHARES TAKEN		NUMBER OF SHARES TAKEN		NUMBER OF SHARES TAKEN	
CONTACT #		CONTACT #		CONTACT #	
DATE		DATE		DATE	
	WITNESS		WITNESS		WITNESS
PRINT NAME		PRINT NAME		PRINT NAME	
SIGNATURE		SIGNATURE		SIGNATURE	
ADDRESS		ADDRESS		ADDRESS	
ADDRESS		ADDRESS		ADDRESS	
CONTACT #		CONTACT #		CONTACT #	
DATE		DATE		DATE	

12.

DATE	PRINTED NAME	SIGNATURE	CONTACT #
February 11, 2015	Earl Jarrett		929-6350
CAPACITY:			
<input checked="" type="checkbox"/> DIRECTOR <input type="checkbox"/> SECRETARY <input type="checkbox"/> AUTHORIZED OFFICIAL			

SCHEDULE 1

THE COMPANIES ACT
COMPANY LIMITED BY SHARES

**ARTICLES OF INCORPORATION
OF
JNFM MUTUAL FUNDS LIMITED**

A mutual fund company limited by shares with segregated liability between funds and incorporated in Jamaica under the Companies Act, 2004

- 1A. Name of Company: See Paragraph 1 of Form 1A.
 - 1B. Situation of Registered Office: Jamaica
 2. Main Business of Company: See Paragraph 3 of Form 1A.
 3. Liability of Members: See Paragraph 10 of Form 1A.
 4. Form of Company: See Paragraph 1B of Form 1A.
 5. Authorised Capital (if any): See Paragraph 4A of Form 1A.
- 6.1 In these Articles, unless the context otherwise requires, the following expressions shall have the following meanings:-

“Accounting Date” means 31st day of March of each year, the first Accounting Date to be 31st March 2015 and any interim date(s) at which the financial statements of a Fund are drawn up or such other date as the Directors may from time to time decide;

“Accounting Period” means, with reference to a Fund in the first instance, the period commencing on the date when the FSC registers the relevant Fund as a CIS under the Securities Act and ending on the first Accounting Date thereafter provided that if such period is less than six (6) months the Directors may extend the period to the next Accounting Date and after the first Accounting Period the period commencing on the date immediately after an Accounting Date and ending on and including the next Accounting Date;

<u>“the Act”</u>	means the Companies Act, 2004 and every other Act incorporated therewith, or any Act or Acts substituted therefor; and in case of any such substitution the references in these Articles to the provisions of the Act shall be read as references to the provisions substituted therefore in the new Act or Acts;
<u>“Administrator”</u>	means a person or company appointed by the Company to carry on the duties of Administrator of the Company;
<u>“Administration Agreement”</u>	any agreement between the Company and the Administrator relating to the appointment and duties of the Administrator as amended from time to time;
<u>“Affiliate”</u>	means, as to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person or is a director or officer of such Person. For purposes of this definition and the definition of the term <u>“control”</u> (including the terms <u>“controlling”</u> , <u>“controlled by”</u> and <u>“under common control with”</u> and other cognate expressions) of a Person means the possession, direct or indirect, of the power to vote more than 50% of the voting shares of such Person or to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting shares, by contract or otherwise;
<u>“Annual Report”</u>	means the annual report of a Fund which the Manager is required to prepare and publish as at the end of each Accounting Period;
<u>“the Articles”</u>	means these Articles of Incorporation;
<u>“Auditor”</u>	means the auditor for the time being of a Fund appointed by the Manager pursuant to Regulation 14 of the CIS Regulations;
<u>“Authorised Investments”</u>	means as respect a Fund, such investment which the Fund is authorised to make according to its Investment Objectives and Regulation 33 of the CIS Regulations;
<u>“Authorised Newspaper”</u>	means a newspaper published daily in Jamaica and having island-wide circulation;
<u>“Back-end Load”</u>	means a Load not exceeding 5% of the NAV of the relevant Fund, deducted from the NAV in determining the Redemption Price. The

Back-end Load (where applicable) shall be disclosed in the Prospectus and the amount of the Back-end Load shall form part of the Deposited Property;

- “bankrupt”** means and includes a person becoming bankrupt or entering into or making any composition or arrangement statutory or otherwise with or without assignment of all his property for the benefit of his creditors generally, and “bankruptcy” shall have a corresponding meaning.
- “Business Day”** means any day other than a Saturday or Sunday or public general holiday in Jamaica on which commercial banks are generally open for business in the Corporate Area of Kingston and Saint Andrew, Jamaica;
- “Base Currency”** means the currency of account of a Fund as specified in the relevant Prospectus relating to that Fund;
- “CIS Regulations”** means the Securities (Collective Investment Schemes) Regulations, 2013, as such regulations may be amended, supplemented or substituted from time to time;
- “CIS Website”** means a website established and maintained as a publication point for information pertaining to the Funds constituted hereunder;
- “the Company”** means **JNFM MUTUAL FUNDS LIMITED;**
- “Custodian”** means any corporation appointed and for the time being acting as custodian of all of the assets of a Fund;
- “Custodian Agreement”** means any agreement made between the Company and the Custodian relating to the appointment and duties of the Custodian as such agreement may be amended or supplemented from time to time;
- “Dealing Day”** means in relation to a Fund, such Business Day or Business Days as the Directors from time to time may determine for such Fund provided that:
- (i) there shall be at least one Dealing Day per fortnight; and
 - (ii) in the event of any changes on a Dealing Day reasonable notice thereof shall be given by the Directors to the Shareholder of the relevant Fund at such time and in such manner as the Directors may approve;

- “Deposited Property” means, as respects a Fund, all assets for the time being held or deemed to be held on behalf of such Fund but excluding, for the avoidance of doubt, Front-end Load;
- “Directors” means the directors of the time being of the Company or as the case may be the directors present at a meeting of the board of Directors or a committee of the board of Directors;
- “Distributor” means one or more persons, firms or corporations appointed and for the time being acting as distributor of Shares in a Fund;
- “Distribution Agreement” means an agreement made between the Company and any Distributor relating to the appointment and duties of the Distributor;
- “Duties and Charges” includes stamp duties, transfer taxes, brokerage, tax, stock exchange cess and or fees, governmental and other charges and expenses incurred in acquiring or disposing of Deposited Property of a Fund;
- “Electronic Address” means any address or number used for the purposes of sending or receiving electronic messages;
- “Foreign Securities” means shares, stock, bonds, notes units in a unit trust, UCITS, debentures, debenture stock or other securities in respect of which capital monies or dividend, interest or other accretion are payable in a foreign currency;
- “Front-end Load” means the charges not exceeding 5%, if any, which may be applicable to the purchase of Shares in a Fund and which in any such case would be included in the Offer Price of such Shares as stated in the Prospectus;
- “Fund” means a fund of the Company representing the designation by the Directors of a particular class of Shares as a segregated sub-fund within the Company 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 Regulator;
- “GOJ Securities” means securities issued or guaranteed by the Government of Jamaica;
- “Initial Price” means the initial price applicable to a Share in a Fund as specified in the relevant Prospectus for each Fund;

<u>“Investment Objectives”</u>	means, as respect a Fund its investment objectives as set out in the relevant Prospectus for the time being;
<u>“in writing”</u>	or other cognate expression shall, unless the contrary intention appears, be construed as including references to (i) printing, lithography, photography, and other modes of representing or reproducing words in a visible form or (ii) in electronic form, in a case where the relevant Member or other intended recipient of such document consented to such documents or information being sent to him in such form.
<u>“Jamaican Accounting Principles”</u>	means International Financial Accounting Standards as adopted and applied in Jamaica by the Institute of Chartered Accountants of Jamaica;
<u>“JCSD”</u>	means Jamaica Central Securities Depository Limited;
<u>“Load”</u>	means Front-end Load or Back-end Load;
<u>“Manager”</u>	means JN Fund Managers Limited, or any other securities dealer which meets the requirements set out in Regulation 8 (2) of the CIS Regulations and which is appointed Manager of a Fund by Directors;
<u>“Member”</u>	means a Shareholder or a person who is registered as the holder of the Special Share issued by the Company;
<u>“Minimum Holding”</u>	means the minimum number of Shares or minimum value, if any, which must be held by a Shareholder in any Fund as specified in the relevant Prospectus;
<u>“Minimum Performance Standard”</u>	means as respect any Fund the minimum return on investment determined by the Directors and published in the Prospectus (therein described as a Fund’s Benchmark);
<u>“Minimum Subscription”</u>	means the minimum subscription for Shares in any Fund, if any, as set out in the relevant Prospectus;
<u>“month”</u>	means calendar month;

“NAV” means the net asset value of a Fund calculated in accordance with the principles set out in Regulation 35 of the CIS Regulations and as hereinafter provided;

“NAV per Share” means the NAV of a Share of a particular Fund calculated as hereinafter provided;

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

“Ordinary Resolution” means resolution of the Company or of the Shareholders of a particular Fund in general meeting of the Company of such Fund as the case may be, passed by a simple majority of the votes cast;

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

“paid up” includes “credited as paid up”;

“Performance Fee” means the performance fee payable to the Manager;

“Pro Rata Basis” means, with reference to the sharing of any expense, income or other item between two or more Funds, the amount determined in accordance with the following formula; namely:

$$\frac{A \times B}{C}$$

where:

“A” is amount of the item to be shared;

“B” is the NAV of the Fund whose share is being ascertained; and

"C" is the NAV of all the Funds among which the item (A) is to be shared;

and where the sharing is among Shareholder in a Fund the same formula shall apply but:

"A" shall represent the amount of the item to be shared;

"B" shall represent value of the Shares (based on the NAV of the relevant Fund) held by the Shareholder whose pro rata share is being ascertained; and

"C" is the NAV of the relevant Fund;

"Prospectus" means as respects any Fund the "offering document" as that term is defined in the CIS Regulations and any Supplement or amendment to such offering document;

"Recognized Stock Exchange" means the Jamaica Stock Exchange or other stock exchanges or regulated markets listed in the Appendix hereto;

"Redemption Price" means the price at which Shares of a Fund shall be redeemed pursuant to these Articles;

"Register" means the register maintained by or on behalf of the Company in respect of each Fund and in which shall be listed the names of the relevant Shareholders in such Fund;

"Regulator" means the Financial Services Commission or any other governmental agency which for the time being is primarily responsible for regulating collective investment schemes in Jamaica;

"Seal" means the common seal of the Company;

"Secretary" means and includes any assistant or deputy Secretary and any person appointed to perform the duties or any particular duty of the Secretary temporarily;

"Securities Act" means the Jamaican Securities Act as amended from time to time and any other statute which replaces or restates same;

"Share" means a Participating share in the capital of the Company, designated in a Fund, issued in accordance with these Articles and with the rights provided for under these Articles but does not include the Special Share;

<u>“Shareholder”</u>	means a person who is registered as the holder of one or more Shares;
<u>“Special Share”</u>	means the one special rights ordinary share;
<u>“Special Resolution”</u>	means a special resolution of the Company or the Members of a Fund in general meeting passed in accordance with the Act and in the case of the Fund such provisions of the Act shall apply to such Fund as if such Fund were a separate company;
<u>“Standing Redemption and Payment Instructions”</u>	means instructions specifying a named and numbered account at bank to which the proceeds of redemption or sale of any Shares are to be paid
<u>“Subscription Price”</u>	means the price at which Shares of a Fund shall be issued pursuant to Article 33 hereof;
<u>“Supplement”</u>	means a supplement to a Prospectus containing information in respect of a Fund and/or the Shares of a Fund;
<u>“UCITS”</u>	means an Undertaking for Collective Investment in Transferable Securities established pursuant to EC Council Directive 85/611/EEC of 20 December 1985 as amended;
<u>“US\$” or “USD”</u>	means United States Dollars, the lawful currency for the time being of the United States;
<u>“US Person”</u>	means a US Person as defined in the Securities Act 1933 of the United States of America;
<u>“Valuation Point”</u>	means such time on or with respect to each Dealing Day as shall be determined by the Directors and specified in the relevant Prospectus for each Fund;

6.2 Words and expression which have a special meaning assigned to them in the Act shall have the same meaning in these Articles, unless expressly defined herein.

6.3 Words importing the singular number only shall include the plural, and *vice versa* and reference to any gender includes all other genders. Words importing individual shall include corporations.

6.4 Expressions referring to “writing” or other cognate expression shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form or in electronic form in a case where the relevant shareholder consents to documents or information being sent to him in that form or by that electronic means.

6.5 In these Articles, unless the context indicates a contrary intention:

- (a) Article and clause headings are for convenience only and do not affect the interpretation of these Articles;
- (b) if a word or phrase is defined, its other grammatical forms shall have a corresponding meaning;
- (c) a reference to a Person includes a reference to:
 - (i) an individual;
 - (ii) a body corporate (wherever incorporated);
 - (iii) a body politic;
 - (iv) an association of persons (whether incorporated or not);
 - (v) a partnership;
 - (vi) a trust;
 - (vii) a person (or persons) in the capacity as trustee;
 - (viii) a person in the capacity as the personal representative of a deceased estate; and
 - (ix) a superannuation fund;
- (d) a reference to these Articles shall include a reference to any amendment, novation, variation of these Articles or any supplemental deed or replacement deed from time to time in existence;
- (e) a reference to a bye-law or other document is to such bye-law or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by these Articles or by that other agreement or document;
- (f) a reference to a party includes such party’s successors, permitted substitutes and permitted assigns (and where applicable, the party’s legal personal representatives);
- (g) reference to any statute, or any subordinate legislation or instrument includes all statutes, subordinate legislation or instruments amending, modifying, consolidating, re-stating, re-enacting or replacing them and a reference to a statute includes all subordinate legislation and instruments made under that statute;

- (h) a reference to conduct includes an omission, statement or undertaking, whether or not in writing;
- (i) a reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement whether or not in writing;
- (j) a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind;
- (k) a reference to a right or obligation of any two or more persons confers that right or imposes that obligation, as the case may be, jointly and severally;
- (l) the meaning of general words shall not be limited by specific examples introduced by "including" or "for example", or similar expressions;
- (m) references to agree, approve or consent are reference to agreement, approval or consent (as the case may be) in writing.

6.6 For the purposes of these Articles a document or information is sent:

- (a) in "*hard copy form*" if it is sent or supplied in paper copy or similar form capable of being read and references to "*hard copy*" shall have a corresponding meaning;
- (b) in "*electronic form*" if it is sent or supplied in electronic form (for example, by e-mail, or fax or by other means while in electronic form (for example, sending a computer disc or tape by post or hand delivery);
- (c) by "*electronic means*" if it is sent:
 - (i) sent initially and received at its destination by means of a computer or other electronic equipment for the processing (which expression included digital compression) or storage of data;
 - (ii) entirely transmitted, conveyed and received by wire, by radio, by optical means or other electromagnetic means.

6.7 Where in these Articles it is provided that a document or information may be sent in electronic form or by electronic means it only means that the Company may send the document or information in electronic form or by electronic means if the intended recipient has consented in writing to such document or information being sent to him in that form or by that means and has provided the Company with an Electronic Address at which such document or information may be sent in electronic form or by electronic means.

PRELIMINARY

7. The Regulations in Table A in the First Schedule to the Act shall not apply to the Company except in so far as they are repeated or contained in these Articles.
8. The business of the Company shall be commenced as soon after the incorporation of the Company as the Directors think fit.
9. The Organisational Expenses payable by the Company may in the accounts of the Company 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 on a Pro Rata Basis and shall be subject to such adjustment following the establishment of new Funds as the Directors may determine to be fair and equitable.
10. The Company and/or each Fund shall also bear the following expenses and liabilities or, where appropriate, its Pro Rata share thereof; namely:
- (a) all fees and expenses payable to or incurred by the Manager the Administrator (if any) and the Custodian and their respective delegates;
 - (b) Duties and Charges and all other taxes and government duties, income or expenses chargeable to the Company and bank charges and commissions incurred by the Company in the course of its business;
 - (c) all fees and expenses of the Directors;
 - (d) the remuneration and expenses of any paying agent or representative 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 marketing, promotion and distribution of Shares of a Fund 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 Shares in the Company and the costs and expenses of the preparation and distribution of all marketing material and advertisements;
 - (f) all fees and expenses connected with the preparation, publication and supply of information to Shareholders and the public including, without limitation, the cost of preparing, translating, printing, distributing any Prospectus and any Supplements thereto and any periodic updates thereof, the Annual Report, the half-yearly reports and any other periodic reports and the calculation,

publication and circulation of the NAV per Share and of any notices given to Shareholders in whatever manner;

- (g) all fees and expenses incurred or payable in registering and maintaining a Fund registered with any rating agency, securities depository clearance and/or settlement systems;
- (h) all fees and expenses incurred or payable in listing and in maintaining the listing of the Shares of any Fund on the Jamaica Stock Exchange (or other Recognised Stock Exchange on which such Shares may be admitted);
- (i) all expenses incurred in promoting the sale of any of the Shares;
- (j) legal and other professional fees and expenses incurred by the Company or by or on behalf of its delegates in any actions taken or proceedings instituted or defended to enforce, protect, safeguard, defend or recover the rights or property of any Fund;
- (k) any amount payable under indemnity provisions contained in these Articles or any agreement with any functionary of the Company other than provisions indemnifying such functionary against claims arising from negligence, fraud or wilful default;
- (l) all other sums payable in respect of any policy of insurance taken out by the Company including without limitation any policy in respect of directors and officers liability insurance cover;
- (m) all other liabilities and contingent liabilities of the Company of whatsoever kind and all fees and expenses incurred in connection with the Company's operation and management including, but not limited to, the reasonable out-of-pocket expenses of the Administrator (if any), the Manager (including any sub-investment Manager) and any transaction or handling fee payable to the Administrator, the Custodian or any sub-custodian from time to time, all company secretarial expenses and all Companies registered office filings and statutory fees;
- (n) all expenses involved in obtaining and maintaining a credit rating for any Fund from any rating agency;
- (o) all fees and expenses of transactional and trade-related services including, for the avoidance of doubt, and without limitation, costs incurred in arranging a stock-lending programme;

- (p) all brokers' commissions, all fees for investment research and/or trade ideas, all borrowing charges on short positions taken through financial derivative instruments and any issue or transfer taxes or stamp duties chargeable in connection with securities transactions;
- (q) all fees and expenses of the Auditors, tax, legal and other professional advisers and company secretarial fees and any valuator or other supplier of services to the Company;
- (r) all other fees and all expenses incurred in connection with the Company's operation and management.

All recurring expenses will be charged against current income or against net realised and unrealised capital gains, and, if need be, against assets of the relevant Fund as the Directors may from time to time decide and may be carried forward and amortised in such manner and over such period as the Directors may determine and the Directors may at any time lengthen or shorten any such period.

11. Where any expense or liability is not wholly attributable to one Fund then such expense or liability shall be shared or booked by the affected Funds on a Pro Rata Basis as at the date when such expense or liability accrued or arose and the determination of the Directors as to the Pro Rata allocation among the relevant Funds shall be final and binding on all parties (including all Shareholders in the relevant Funds) except in a case of manifest error.

MANAGER, CUSTODIAN, ADMINISTRATOR & DISTRIBUTORS

12. JN Fund Managers Limited shall be the first Manager of the Funds and the terms and conditions of its appointment including its right to remuneration; its powers of delegation and such restrictions affecting its powers of investment shall be set out in a management agreement which shall be filed with the Regulator and be available for inspection by investors.

13. The Manager shall be responsible for managing the relevant Fund over which it is appointed manager in accordance with the CIS Regulations, the terms of the management agreement the Investment Objectives of the Fund and any guidelines issued by the Regulator.

14. The Company shall in respect of each Fund appoint a Custodian to be responsible for the safe custody of all the Deposited Property of the Fund and to perform such other duties and responsibilities upon such terms and conditions including the right to remuneration payable by the Company as the Directors may from time to time (with the agreement of the said Custodian) determine.

15. The Custodian shall be a company which meets the requirements set out in Regulation 10(2) of the CIS Regulations and the terms of the Custodian Agreement shall be in accordance

with the requirements of the CIS Regulations and shall contain such additional terms and conditions as the Regulator may require.

16. The Company or, in the event of appointment of a Manager by the Company, the Manager may appoint one or more persons, firms or corporations to act as Distributor(s) for the purpose of marketing and distributing the Shares of a Fund and to perform such other duties upon such terms and conditions including the right to remuneration payable by the Company as the Directors may from time to time (with the agreement of the said Distributor(s)) determine.

17. The appointment of a Distributor shall be in accordance with the requirements of the CIS Regulations and any directions or guidelines issued by the Regulator.

18. The Company shall appoint an Auditor of each Fund which Auditor shall be a person or firm qualified to act as auditor of a collective investment scheme under the CIS Regulations.

19. An Auditor shall have *inter alia* the duties and responsibilities set out in the CIS Regulations.

20. The Manager may appoint a person who is duly qualified to act as such under the CIS Regulations as investment adviser to one or more Fund(s) on such terms and conditions as the Manager and such investment adviser may agree.

21. The Manager may appoint any suitable person to be the registrar and/or paying agent and/or redemption and transfer agent of a Fund on such terms and conditions as the Manager and such person may agree but in any event on terms which do not contravene the CIS Regulations or any guidelines or directions issued by the Regulator.

22. The terms of appointment of any Custodian may authorise such Custodian to appoint (with powers of sub-delegation) sub-custodians, nominees, agents or delegates at the expense of the relevant Fund or otherwise as determined by the Custodian and the Company.

23. On the appointment of a new manager, unless the Manager otherwise consents, the Directors shall request the Secretary to convene an extraordinary general meeting of Shareholders of each Fund at which there shall be proposed a Special Resolution to change the name of the Company to a name that does not include the word "JN", "Jamaica National" or any derivative of any of such words. The appointment of a new Manager shall be subject to Article 27 and the prior approval of the Regulator.

24. In the event of the Custodian of a Fund desiring to retire or the Company desiring to remove the Custodian from office the Directors shall use their reasonable endeavours to find a company willing to act as custodian and qualified to do so under the CIS Regulations and the Directors shall appoint a company which is qualified under the CIS Regulations to be

Custodian in place of the former Custodian. The Custodian may not retire or be removed from office until the Directors shall have found a company willing and qualified to act as Custodian and such company shall have been appointed Custodian in place of the former Custodian.

25. If within a period of three (3) months from the date on which (a) the Custodian notifies the Company of its desire to retire in accordance with the terms of the Custodian Agreement and has not withdrawn notice of its intention to so retire; (b) the appointment of the Custodian is terminated by the Company in accordance with the terms of the Custodian Agreement, or (c) the Custodian ceases to be qualified to act as such under the CIS Regulations and no new Custodian has been appointed, the Directors shall instruct the Secretary to forthwith convene an extraordinary general meeting of the Company at which there shall be proposed a Special Resolution to wind up the Company in accordance with the provisions of Article 68. Notwithstanding anything set out above, the Custodian's appointment shall only terminate on revocation of the Company's authorisation by the Regulator.

SHARE CAPITAL AND VARIATION OF RIGHTS

26. The authorised share capital of the Company is J\$500,000,000,001 divided into 1 special rights non-participating ordinary share ("the Special Share") of no par value and 500,000,000,000 Participating Redeemable Preference Shares of no par value ("the Shares").

SPECIAL SHARE

27.1 The Special Share may be issued to, and held only by, JN Fund Managers Limited or its nominee.

27.2 Notwithstanding any provision in these Articles to the contrary each of the following matters shall be deemed to be a variation of the rights attaching to the Special Share and accordingly may be effective only with the consent in writing of the holder of the Special Share:-

- (i) the amendment or removal or alteration of the effect of, all or any of the following Articles:
 - (a) Article 6;
 - (b) Article 12;
 - (c) Article 23; and
 - (d) this Article 27;
- (ii) the voluntary winding up of the Company or a Fund;

- (iii) any disposal which, alone or when aggregated with any other disposal or disposals forming part of, or connected with, the same or a connected transaction, constitutes a disposal of the whole or a material part of the assets of a Fund;
- (iv) the issue of any share in the capital of the Company with voting rights attached thereto not identical with the Shares; or
- (v) termination, cancellation, suspension or modification of the Management Agreement.

27.3 For the purpose of paragraph 27.2 (iii) above, a part of a Fund's assets shall only be deemed to be material if:-

- (i) its book value, calculated by reference to the latest audited account, or the total consideration to be received on its disposal is not less than 25% of the book value of the NAV of the Fund;
- (ii) the average profits attributable to it represent at least 25% of the average profits of the Fund, being the average of the last three (3) financial years of the Fund for which audited accounts are available (or such lesser number of years for which audited financial statements are available) before deducting all charges, except taxation and extraordinary items;

and the book value of any assets and the attribution of profits thereto shall, in each case, be conclusively determined (at the request of the holder of the Special Share) by the Auditor of the relevant Fund and be subject to such adjustment as the Auditor considers appropriate.

27.4 The holder of the Special Share shall be entitled to receive notice of, and to attend and speak, at every General Meeting of the Company or of a Fund and meetings of the holders of any class of shareholders of the Company including on a motion proposed to elect or remove any Director of the Company. The Special Share shall carry a right to vote on each motion or matter. On a show of hands the holder of the Special Share shall have one vote and on a poll it shall have such number of votes as is equivalent to 101% of the aggregate number of votes capable of being cast in respect of all the relevant issued Shares (whether present in person or by proxy at the relevant meeting) of the relevant Fund or of the Company as the case may be. The holder of the Special Share shall have a right to demand a poll.

27.5 On a return of assets in a winding up of the Company, the holder of the Special Share shall be entitled to repayment of the J\$1.00 capital paid up on the Special Share in priority to any payment to other members. The Special Share confers no further right to receive dividends or to otherwise participate in the profits or assets of the Company or any of the Funds.

27.6 If for five (5) consecutive financial years a Fund fails to achieve its Minimum Performance Target (defined in Article 27.8 below) then one or more members holding at least 10% of the Shares of the relevant Fund may, in accordance with section 128 of the Act, requisition a meeting of the Company to consider a resolution to suspend the voting rights attached to the Special Share. The holder of the Special Share shall have the right, at the cost of the relevant Fund, to require the Directors to circulate to the relevant Shareholders of such Fund a written memorandum prepared by the holder of the Special Share stating its views on the proposed resolution and the holder of the Special Share shall also have the right to attend the meeting and make an oral presentation to the Shareholders at such meeting but the Special Share shall have no right to vote on such resolution.

27.7 If the voting rights attached to the Special Share are suspended, such voting rights will not be revived unless and until the Fund's Auditor certify that the Fund's performance in any subsequent year meets or surpasses the Minimum Performance Standard. Such revival of voting rights shall take place automatically upon issue by the Auditor of the audited financial statements containing such certification.

27.8 For the purpose of the foregoing the Minimum Performance Target of the Local Money Market Fund, Global Money Market Fund, Global Fixed Income Fund, Global Equity Fund, and Global Diversified Income Fund are set out in the Prospectus pertaining to that Fund . The Minimum Performance Target of any Fund established after the registration of the aforesaid five Funds shall be set in the Prospectus with which such new Fund was registered by the Regulator.

27.9 The Auditors of a Fund shall determine whether its Minimum Performance Target has been achieved in any financial year of the Fund.

27.10 If the Manager's right under the Management Agreement to manage a Fund is terminated due to the loss of voting rights attached to the Special Share such termination shall not affect the voting rights of the Special Share relative to other Funds or the management of the other Funds.

THE SHARES

28.1 The amount of the paid up share capital of the Company shall at all times be equal to the NAV of all the Funds as determined in accordance with Article 38 hereof.

28.2 The Directors are hereby generally and unconditionally authorised to exercise all the powers of the Company to issue Shares relative to a Fund in the Company on such terms and in such manner as they may think fit PROVIDED THAT no Share shall be issued unless the Share is fully paid.

28.3 The Directors may, subject to these Articles and the Act, allot and issue Shares relative to a Fund to such persons on such terms and conditions and at such times and in such manner

as they may think fit. The Shares shall be divided into such Funds as the Directors may from time to time determine and subject to Article 29(4) (f) below each Fund shall have such name or designation as the Directors may from time to time determine. On or before the allotment of any Shares, the Directors shall determine the Fund in which such Shares are to be designated. All monies payable in respect of a Share (including without limitation, the subscription and redemption monies and dividends in respect thereof) shall be paid in the currency in which the Share is designated or in such other currency or currencies as the Directors may determine either generally or in relation to a particular Fund.

28.4 The Directors may delegate to any duly authorised Director or officer of the Company, or to any duly authorised person, firm or corporation the duties of accepting the subscription for, receiving payment for, and delivering, new Shares.

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

28.6 The Company may from time to time by Ordinary Resolution increase its share capital by such amount as the resolution shall prescribe.

28.7 Subject to the Act the Company may by Special Resolution from time to time reduce its share capital.

28.8 On any issue of Shares, the Company may pay any brokerage fees or commissions.

28.9 No person shall be recognised by the Company as holding any Shares on trust and the Company shall not be bound by or recognise (even when having notice thereof) any equitable, contingent future or partial interest in any Shares or (except only as these Articles otherwise provide or as by law required) any other right in respect of any Share, except an absolute right of title thereto in the registered holder or the bearer of a share warrant.

28.10 Without prejudice to any special rights previously conferred on the holder of the Special Share any existing Shares issued relative to a Fund may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may from time to time by ordinary resolution determine PROVIDED that only one Special Share may be issued at any one time.

28.11 The rights attached to any Shares relative to a Fund (unless otherwise provided by the terms of issue of the shares of such Shares) may whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths ($\frac{3}{4}$) of the issued Shares relative to such Fund, or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the Shares relative to such Fund. To every such separate general meeting of the relevant Fund the provisions of these Articles relating to general meetings shall apply, but so that the necessary quorum shall be two persons at least

holding or representing by proxy one-third ($\frac{1}{3}$) of the issued Shares relative to such Fund and that any holder of such Shares present in person or by proxy may demand a poll.

28.12 Unless otherwise stated in the terms of issue the rights conferred upon the holders of any Shares relative to any Fund (whether or not issued with preferred or other rights) shall not be deemed to be varied by the creation or issue of further Shares ranking *pari passu* therewith.

28.13 The Shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons, on such terms, and in such manner as they think fit.

28.14 The Company may exercise the powers of paying commissions conferred by section 53 of the Act provided that the rate per centum or the amount of the commission paid or agreed to be paid shall be disclosed in the relevant Prospectus or otherwise as required by law and the rate of the commission shall not exceed the rate of ten per centum (10%) of the price at which the Shares in respect whereof the same is paid are issued or an amount equal to ten per centum (10%) of such price (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully paid Shares. The Company may also on any issue of Shares pay such brokerage as may be lawful.

CONSTITUTION, RIGHTS, ASSETS AND LIABILITIES OF THE COMPANY

29.1 The Company is an open-ended umbrella-type mutual fund comprising separate Funds with segregated liability between Funds. Subject to Article 23, the family of Funds shall be known as “JN Mutual Funds” and the initial Funds designated by the Directors in which Shares may be issued shall be:

- (a) the Local Money Market Fund
- (b) the Global Money Market Fund
- (c) the Global Fixed Income Fund
- (d) the Global Diversified Income Fund; and
- (e) the Global Equity Fund.

The Directors may from time to time establish, with the prior approval of the Regulator, additional Funds and issue Shares in such Funds.

29.2 As a mutual fund company the Company shall have power relative to each Fund to redeem or purchase for cancellation the Shares issued relative to each Fund without reducing

its authorised share capital and all other rights, powers and privileges conferred by section 27A of the Act

29.3 The Directors may in their absolute discretion differentiate between the Shares in any Fund including without limitation as to the fees payable in respect thereof, dividend policy, currency of denomination, voting rights, return of capital, use of techniques and instruments for efficient portfolio management or to provide protection against exchange risks and such Shares may have preferred, deferred or other special rights, privileges or restrictions attached thereto.

29.4 The assets and liabilities of the Company shall be allocated to each Fund on a completely segregated basis in the following manner:

- (a) for each Fund, the Company shall keep separate records in which all transactions relating to the relevant Fund shall be recorded and to which the proceeds from the issue of 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 Article;
- (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 any asset or liability is not wholly attributable to one Fund then such asset or liability shall be shared or booked by the affected Funds on a Pro Rata Basis or other fair and equitable basis having regard to the circumstances as at the date when such asset or liability accrued or arose and the determination of the Directors as to the allocation among the relevant Funds shall be final and binding on all parties (including Shareholders in the relevant Funds) except in a case of manifest error;
- (d) on the payment of dividend to Shareholder in one Fund or redemption of Shares, such dividend or redemption payment shall be charged against the relevant Fund which shall be reduced by the amount of such dividend or redemption payment;
- (e) the Directors shall maintain separate and segregated books of accounts for each Fund and for the avoidance of doubt, costs or losses incurred by one Fund shall not be allocated or borne by any other Fund even if such first-mentioned Fund has become insolvent;
- (f) the Manager may change the name of a Fund but upon doing so shall give due notice to the Shareholders therein and the Regulator;

- (g) nothing herein shall prevent one Fund from holding Shares in another Fund; and
- (h) where hedging strategies are used in relation to a Fund, 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 and the gains/losses or the costs of the relevant financial instruments will accrue solely to the relevant Fund.

29.5 The Company has been established as an umbrella company with segregated liability between Funds. As a result, neither the Company nor any Director, receiver, examiner, liquidator or other person shall apply nor be obliged to apply, the assets of any one Fund in satisfaction of any liability incurred on behalf or attributable to any other Fund. In addition, although each Fund is not a separate legal person:- (i) the Company may sue and be sued in respect of a particular Fund and may exercise the same rights of set-off, if any, between the Funds as apply at law in respect of companies; (ii) the property of a Fund is subject to orders of the court as if the Fund were a separate legal person; and (iii) each Fund may be wound-up as if it were a separate legal person, provided always that the appointment of a liquidator and the powers, rights, duties and responsibilities of the liquidator shall be confined to the Fund which is being wound-up.

29.6 Subject as otherwise in these Articles provided, the assets held in each Fund shall be applied solely in respect of the Shares to which such Fund appertains.

SHARE CERTIFICATES & CONFIRMATIONS OF OWNERSHIP

30.1 A Shareholder in the Company relative to a Fund shall have his title to Shares evidenced by having his name, address, date of entry of membership and cessation of membership of the Company and the number of Shares and the Fund in which the Shares are held by him entered in the Register.

30.2 A Shareholder 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. A Registration Number shall be assigned to each Shareholder in respect of any Shares for which he has not requested a certificate. Alternatively Shareholders may, at the discretion of the Directors, be entitled on written request to be issued with a Share certificate or Share certificates. Each Share certificate shall specify the Fund and number of Shares represented thereby and the name of the Shareholder as shown in the Register. The Directors may refuse to issue Share certificates at their discretion. The Directors may require payment in advance of a sum not exceeding 20 cents per certificate in addition to any stamp duties or other Duties and Charges that may be chargeable on the issue of a Share certificate.

30.3 Share certificates issued on behalf of the Company shall be signed by a Director on behalf of the Company and the Custodian each of whose signatures may be reproduced mechanically. No certificate shall be of any force or effect until so signed. Certificates so signed shall be valid and binding notwithstanding that the Custodian or the relevant Director or any person whose signature appears thereon as a Director or as a duly authorised signatory of the Custodian may have ceased to be a Director or the Custodian (as the case may be) so authorised.

30.4 Share certificates shall be in such form as the Directors and the Custodian shall agree from time to time.

30.5 The Directors shall from time to time decide the denomination in which Shares of each Fund will be issued. Subject as otherwise provided herein, Share certificates may be issued in any denomination of one or more Shares.

30.6 The Company shall not be bound to register more than four persons as the joint holders of any Share or Shares and in the case of Shares held jointly by several persons the Directors shall not be bound to issue more than one Share certificate and delivery of a Share certificate to one or such persons shall be sufficient delivery to all.

30.7 Where two or more persons are registered as the holders of any Shares they shall be deemed to hold the same as joint tenants, subject to the 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 or share certificate relating to such Share or to receive notices from the Company to attend general meetings of the Company. Any confirmation of entry on the Register or Share certificate delivered to the first-named of joint holders shall be effective delivery to all, and any notice given to the first-named of joint holders shall be deemed notice given to all the joint holders;
- (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 these Articles, the first-named shall be determined by the order in which the names of the joint holders stand in the Register.

30.8 If a Share certificate shall be damaged mutilated or defaced or alleged to have been lost, stolen or destroyed a new certificate representing the same Shares may be issued to the relevant Shareholder upon request subject to delivery up of the old Share certificate or (if alleged to be lost, stolen or destroyed) on compliance with such conditions as to evidence and indemnity and the payment of exceptional out-of-pocket expenses of the relevant Fund in connection with the request as the Directors may think fit. The Directors and/or the Custodian may insist that an indemnity or bond is furnished by the relevant Shareholder. All mutilated or defaced certificates surrendered shall be cancelled forthwith. If the Shares of a Fund are listed on a Recognized Stock Exchange the fees charged for issuing replacement Share certificate shall not exceed the amount permitted by the rules of such Recognised Stock Exchange.

30.9 Upon the transfer or redemption of Shares or upon an exchange of certificates or upon the distribution in respect of any Share, the Directors may, in their absolute discretion, dispense with production of any Share certificate which has been lost, stolen or destroyed upon compliance by the Shareholder with the like requirements as are set out in Article 30.8 above.

30.10 No Share certificates may be issued until the full Subscription Price has been paid to the Company for credit to the relevant Fund.

30.11 The Register may be kept on magnetic tape or in accordance with some other mechanical or electronic or computer system provided legible evidence can be produced therefrom to satisfy the requirements of applicable law and of these Articles.

30.12 The Directors may, at any time or times with the approval of the Custodian and upon the Directors or the Custodian giving to each Shareholder not less than 21 days' previous notice, determine that each Share in any one or more Fund(s) shall be sub-divided into two or more Shares whereupon each such Share shall stand sub-divided accordingly. The Custodian shall thereupon either require each Shareholder concerned to whom a Share certificate has been issued (who shall be bound accordingly) to deliver up his Share certificate for endorsement or enfacement with the number of Shares thereby represented as a result of such sub-division or send or cause to be sent to each such Shareholder at his risk a Share certificate or Share certificates representing the number of additional Shares to which he is entitled by reason of the sub-division.

30.13 The Directors may at any time or times with the approval of the Custodian and upon the Directors or the Custodian giving to each Shareholder not less than 21 calendar days' previous notice determine that each holding of Shares in one or more Fund(s) shall be consolidated into one or more Shares (with a fractional entitlement rounded upwards or downwards to the nearest whole Share), whereupon each such holding of Shares shall stand consolidated accordingly. The Custodian shall thereupon either require each Shareholder concerned to whom a Share certificate has been issued (who shall be bound accordingly) to

deliver up his Share certificate for endorsement or enfacement with the number of Shares thereby represented as a result of such consolidation or send or cause to be sent to each such Shareholder at his risk a replacement Share certificate or Share certificates representing the number of Shares to which he is then entitled by reason of the sub-division.

30.14 SUBJECT to the provisions herein every Shareholder shall be entitled to exchange any or all of his Share certificates for one or more certificates of such authorised denominations as he may require representing the same aggregate number of Shares. A Shareholder shall be entitled to surrender any or all of his Share certificates and have entered into the relevant Register against his name a Registration Number in lieu thereof, or *vice versa*. Before any exchange is carried out the Shareholder shall surrender to the Manager for cancellation the Share certificate or Share certificates to be exchanged and shall pay to the Manager all moneys (if any) payable hereunder in respect of the issue of the new Share certificate or Share certificates. No such new Share certificate shall be issued unless the applicant shall previously have:-

- (a) (in the case of loss, theft or destruction) furnished to the Directors evidence satisfactory to the Directors of the loss, theft or destruction of the original Share certificate;
- (b) paid or undertaken to pay all advertising and legal costs and expenses and all expenses incurred in connection with the investigation of the facts by the Directors;
- (c) (in the case of the defacement or mutilation) produced and surrendered to the Directors for cancellation the defaced or mutilated Share certificate; and
- (d) (if required by the Directors) furnished to the Directors and/or the Custodian such indemnity or bond as the Directors may require. The Directors shall not incur any liability for any action which it may take in good faith under the provisions of this Article 30.14.

30.15 The Directors shall, in accordance with relevant rules and operating practices, issue to JCSD one or more Share certificate in respect of Shares relative to a Fund deposited in the JCSD. The Company shall issue the relevant certificate to the JCSD and the Shares comprised in such Share certificate shall be registered in the relevant principal or subsidiary accounts with the JCSD in accordance with the Securities (Central Securities Depository) Regulations, 1999 and the practices and procedure of the JCSD.

30.16 The Shares of a Fund may be issued in dematerialized form in a recognised depository or clearing system in accordance with the rules and regulations of such depository or clearing system. In such event the provisions of this Article 30 shall not apply to the extent of any inconsistencies with such rules or regulations.

DEALING DAYS

31.1 All allotments and all issues of Shares in any Fund other than the initial allotment and issue of Shares, subject as provided hereinafter with respect to payment for Shares, shall be effected or made on a Dealing Day for the relevant Fund.

31.1 All redemptions of Shares in any Fund shall be effected or made on a Dealing Day for the relevant Fund.

31.3 Subject to Articles 38.4 and 40.6 below there shall be at least two (2) Dealing Days in each month and 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.

ALLOTMENT OF SHARES

32.1 Subject as hereinafter provided, the Company may on any Dealing Day on receipt by it from an applicant for Shares in a Fund by such time as may from time to time be specified by the Directors of:-

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

issue Shares in that Fund at the Subscription Price for each such Share plus any applicable Front-end Charge 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 Shares will be set out in the Prospectus.

32.2 The allotment of 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 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 required to compensate the Company 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 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 Article 33.5 hereof and section 38 of the Act, allot 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 Shares.

32.3 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 Shares.

32.4 The Company may (at the option of the Directors) satisfy any application for the issue of Shares by procuring the transfer to the applicant of fully paid Shares. In such case, references in these Articles to issuing Shares shall where appropriate be taken as references to procuring the transfer of Shares.

32.5 No allotment shall be made under Article 32.1 above in respect of an application which would result in the applicant subscribing less than the Minimum Subscription or holding less than the Minimum Holding provided that the Directors may, in their discretion, waive or reduce the Minimum Subscription or Minimum Holding with respect to any Shareholder or applicant for Shares.

32.6 Allotment of Shares may take place provisionally notwithstanding that cleared funds or the original papers specified in sub-paragraph (a) and (b) of Article 32.1 hereof have not been received by the Company 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 the Company may charge the applicant for any loss, cost, expense or fees suffered by the Company as a result of such cancellation.

32.7 The Directors may decline to accept any application for the issue of Shares without assigning any reason therefor and may cease to offer Shares in any Fund for allotment or subscription for a definite period or otherwise.

32.8 The Directors reserve the right to impose, at their absolute discretion, a minimum transaction fee, as set out in the Prospectus, in respect of any application for Shares received from an investor the value of which is less than the foreign currency equivalent of an amount as set out in the Prospectus or such other amounts as may be determined by the Directors from time to time and set out in the Prospectus.

TERMS OF SUBSCRIPTION

33.1 The time and terms upon which and the Subscription Price per Share at which the initial offer or placing of Shares shall be made shall be determined by the Directors.

33.2 Any subsequent allotment or placing of a Share on any Dealing Day shall be made at a Subscription Price per Share ascertained by:-

- (a) determining the NAV per Share as at the Valuation Point for the relevant Dealing Day in accordance with Article 39 of these Articles;
- (b) adding thereto any Front-end Load or provision for Duties and Charges, if the Directors so determine;
- (c) in the event of subscription applications exceeding redemption requests for 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 dealing costs and preserve the value of the underlying assets of the relevant Fund as the Directors may determine; and
- (c) rounding the resulting total to such number of decimal places as the Directors may determine.

33.3 A Front End Load not exceeding five per cent (5%) of the Net Asset Value per Share (or such higher percentage as may be approved by the Directors) may be added to the Subscription Price for the absolute use and benefit of the Manager or as the Manager may direct either upon the initial issue of Shares or on a contingent deferred basis and the Directors may at their discretion waive or permit the Manager to waive, either wholly or partially, such preliminary charge or differentiate between Shareholders or applicants for Shares as to the amount of such Front End Charge, if any, within the permitted limit.

33.4 For the purpose of calculating the number of Shares in issue in a particular Fund, without prejudice to Article 39(a) and (f) with respect to calculation of the value of assets of the Company and each Fund, Shares:-

- (a) for which applications have been made or which are issued pursuant to Article 32 hereof shall be deemed to be in issue at the Valuation Point for the Dealing Day on or with respect to which such Shares are issued;
- (b) redeemed in accordance with Article 35 hereof shall be deemed to be redeemed at the Valuation Point for the Dealing Day on or with respect to which such Shares are redeemed.

33.5 The Directors may, on any Dealing Day, allot Shares in any Fund on terms that settlement shall be made by the vesting in the Company of assets of the type in which the subscription monies for the relevant Shares may be invested in accordance with the Investment Objective, policy and restrictions of the relevant Fund provided that:

- (a) no Shares shall be issued until the Deposited Property have been vested or arrangements are made to vest the Deposited Property with the Custodian or its sub-custodian to the Custodian's satisfaction;
- (b) any such exchange shall be effected on terms that the number of Shares to be issued shall be the number which would have been issued at the Subscription Price (plus the Front End Load, if any) for a cash amount equal to the value of the Deposited Property as calculated in accordance with Article 39 including such sum as the Directors may consider represents an appropriate provision for Duties and Charges arising in connection with the vesting of the Deposited Property but minus such sum as the Directors may consider represent any charges, costs, fees or other expenses, as aforesaid to be paid out of the relevant Fund or Funds in connection with the vesting of the Deposited Property;
- (c) the Deposited Property to be transferred to the Company shall be valued on such basis as the Directors with the consent of the Custodian may decide so long as such value does not exceed the highest amount that would be obtained on the date of the exchange by applying the rules relating to valuation of Deposited Property contained in Article 39;
- (d) there may be paid to the incoming Shareholder out of the Deposited Property of the relevant Fund a sum in cash equal to the value at the current price of any fraction of a Share excluded from the calculation aforesaid;
- (e) the Custodian shall be satisfied that the terms of such exchange shall not be such as are likely to result in any material prejudice to the existing Shareholders of the relevant Fund;
- (f) in the case of the initial issue of Shares of Fund, the Directors may, with the approval of the Custodian, determine the number of Shares to be issued and may fix the Issue Price applicable thereto and shall be entitled to charge to the relevant Fund or Funds a charge of an amount not exceeding the maximum permitted percentage for the Front End Load of the value of the Deposited Property transferred; and
- (g) all charges, costs, fees and expenses arising in connection with such exchange so far as not paid by the person to whom the Shares are to be issued may be paid out of the relevant Fund or Funds and (unless the Directors otherwise agree) there shall be also paid out of the relevant Fund or Funds to the Directors or, where the Company has appointed a Manager, the Manager except in the case of the initial issue of Shares of any class an amount equivalent to the Front End Load which the Directors would, if the Shares to be issued had been issued for cash, have been entitled to add to the Issue Price of the Shares.

33.6 No Shares shall be allotted on a particular Dealing Day if on that Dealing Day the determination of the NAV of the relevant Fund is temporarily suspended pursuant to Article 38.

33.7 In calculating the NAV per Share of the relevant Fund for the purpose of subscription the Directors may adjust the NAV per Share to reflect the value of the Fund's Deposited Property by valuing the Deposited Property using the highest market dealing other price on the relevant market at the relevant time in order to preserve the value of the shareholdings of continuing Shareholders in the event of substantial or recurring net subscriptions of Shares of the relevant Fund.

QUALIFIED HOLDERS & COMPULSORY REDEMPTION

34.1 The Directors may impose such restrictions as they may think necessary for the purpose of ensuring that no Shares in a Fund are acquired or held directly or beneficially by:

- (a) 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;
- (b) a US Person other than pursuant to an exemption available under the Securities Act;
- (c) any person, whose holding would cause or be likely to cause the Company 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 in a foreign country;
- (d) 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 Company or any Shareholder or any Fund incurring any liability to taxation or suffering legal, pecuniary, regulatory or material administrative disadvantages which the Company or any Shareholder or any Fund might not otherwise have incurred or suffered;
- (e) any Shareholder on the basis of the circumstances of the Shareholder concerned, if they have reasonable grounds to believe that the Shareholder is engaging in money laundering or the financing of terrorism or any other activity which might result in the Company, any Fund or its Shareholders as a whole suffering any regulatory, pecuniary, legal, taxation or other administrative disadvantage which the Company, the Fund or its Shareholders

as a whole might not otherwise have suffered;

- (f) any person who does not supply any information, documentation or declarations required under the Articles within seven days of a request to do so by the Directors; or
- (g) any person who holds less than the Minimum Holding;

and the Directors may reject in their discretion any application for Shares by or any transfer of Shares to any person who is so excluded from purchasing or holding Shares.

34.2 The Directors shall be entitled to assume without enquiry that none of the Shares are held in such a way as to entitle the Directors to give a notice in respect thereof pursuant to Article 34.4 below provided that the Directors may upon an application for 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 Article 34.1 as they shall in their discretion deem sufficient.

34.3 If a person becomes aware that he is holding or owning Shares in contravention of Article 34.1 he shall forthwith in writing request the Company to redeem such Shares in accordance with Article 35 or transfer such Shares to a person duly qualified to hold the same unless he has already received a notice under Article 34.4.

34.4 If it shall come to the notice of the Directors or if the Directors shall have reason to believe that any Shares are owned directly or beneficially by any person or persons in breach of any restrictions imposed by the Directors pursuant to Article 34.1 the Directors shall be entitled to (i) give notice (in such form as the Directors deem appropriate) to such person requiring him to (a) transfer such Shares to a person who is qualified or entitled to own the same without contravening any restriction imposed by the Directors, or (b) request in writing the redemption of such Shares in accordance with Article 35 and/or (ii) appropriate, compulsorily redeem and/or cancel such number of Shares held by such person as is required to procure compliance with Article 34.1 above 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 Shares by such person including any interest or penalties payable thereon.

34.5 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 Shares the subject matter of the notice or request in writing the Company to redeem the Shares he shall be deemed forthwith upon the expiration of the said 30 days to have requested the redemption of all his Shares the subject of such notice whereupon if he shall have been issued with a Share certificate for his Shares he shall be bound to deliver the Share certificate to the Company forthwith and the Company 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 Article 35 shall apply subject to Article 34.6 below save that the deemed request to redeem the Shares may not be withdrawn notwithstanding that the determination of the NAV of the relevant Fund may have been suspended under Article 38.4 below.

34.6 Settlement of any redemption or transfer effected pursuant to Articles 34.4 or 34.5 above, 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 and, if relevant and at the discretion of the Directors, production of the Share certificate or Share certificates representing the Shares previously held by such person with the redemption request on the reverse of each duly signed. Upon deposit of the redemption monies as aforesaid such person shall have no further interest in such Shares or any of them or any claim in respect thereof against the relevant Fund except the right to claim without recourse to the Company the redemption monies so deposited without interest.

34.7 Any person or persons to whom Articles 34.1, 34.3, 34.4 or 34.5 shall apply shall indemnify the Company for the benefit of the relevant Fund, the Directors, the Manager, the Investment Manager the Administrator, the Distributors and the Custodian for any loss suffered by it or them as a result of such person or persons acquiring or holding Shares in the Company.

34.8 The Company shall be entitled to redeem any Share of a Shareholder or any Share to which a person is entitled by transmission if:-

- (a) for a period of six years no cheque, dividend warrant, Share certificate or confirmation of ownership of Shares sent by the Company through the post in a pre-paid letter addressed to the Shareholder or to the person entitled by transmission to the 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, dividend warrants, Share certificates or confirmations of the ownership of shares are to be sent has been cashed or acknowledged and no communication has been received by the Company from the Shareholder or the persons entitled by transmission;
- (b) at the expiration of the said period of six years the Company has given notice of its intention to redeem such Share or Shares by notice sent by pre-paid letter addressed to the Shareholder or to the person entitled by transmission to the 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 Jamaica or in a newspaper circulating in the area in which the address of the Shareholder is located;
- (c) 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 Company has not

received any communication from the Shareholder or person entitled by transmission; and

- (d) if the Shares are quoted on a stock exchange the Company has first given notice in writing to the appropriate section of such stock exchange of its intention to redeem such Shares, if it is required to do so under the rules of such stock exchange.

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

REDEMPTION OF SHARES

35.1 As is more specifically described herein below, the Company has the power to redeem its own outstanding fully paid Shares on any Dealing Day. A Shareholder may at any time request the Company to redeem all or any of his Shares in the Company in such manner as the Directors may from time to time decide. Subject to Article 35.14 any such request shall be irrevocable save with the consent in writing of the Company or its authorised agent. The Directors may at their discretion impose a minimum redemption amount in relation to any particular Fund.

35.2 Subject to Articles 34.4 and 34.5 a redemption request shall not be processed until the Company has received a completed redemption request and, if applicable, any Share certificate or evidence satisfactory to the Company of succession or assignment from the Shareholder and such other information as the Company may reasonably require by such time as may from time to time be specified in the relevant Supplement.

35.3 In the event of receipt of a valid redemption request by such time as may from time to time be specified by the Company, the Company shall redeem the Shares the subject of the request subject to any suspension of this redemption obligation pursuant to Article 38.4 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. Shares in the capital of the Company which are redeemed by the Company shall be cancelled.

35.4 Following the processing of a redemption request the Shareholder will be paid a price per Share equal to the Redemption Price per Share ascertained by:-

- (a) determining the NAV per Share as at the Valuation Point for the relevant Dealing Day in accordance with the provisions of Article 38 hereof

- (b) deducting therefrom a provision for Duties and Charges if the Directors so determine and any Back-end Load, if applicable;
- (c) in the event of requests for redemption exceeding subscription applications for 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 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 such number of decimal places as the Directors may determine.

35.5 A Back-end Load not exceeding 5% of the NAV per Share may be deducted from the NAV per Share for the absolute use and benefit of the Manager 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 Back-end Load, if any, within the permitted limit.

35.6 Any amount payable to a Shareholder by way of redemption 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 after the latest time for receipt of redemption requests for the relevant Dealing Day and provided the Company has received the redemption request or instruction in such form as may be determined by the Directors.

35.7 Any request for redemption of Shares shall not be valid and effective unless, in the case of Shares for which a Share certificate has been issued, the Share certificate or Share certificates for such Shares in proper form accompanies such request.

35.8 On redemption of part only of the Shares comprised in any Share certificate the Shareholder shall pay to the Company the fiscal charge (if any) and all other costs, charges and expenses including without limitation, the costs of delivery incurred or arising upon the issuance of a balance Share certificate or Share certificates and thereupon the Directors shall procure a balance Share certificate or Share certificates to be issued for the balance of Shares comprised in the Share certificate provided that if the Shares are listed on any stock exchange the costs shall not exceed any limit fixed by such stock exchange including a nil limit.

35.9 If redemption of part only of a Shareholder's holding of Shares leaves the Shareholder holding less than the Minimum Holding the Company may redeem the whole of that Shareholder's holding.

35.10 Where a Share certificate has been issued the Directors may at their option dispense with the production of any Share certificate which shall be lost or destroyed upon compliance by the holder of the Shares to be redeemed with the like requirements to those applying in the

case of an application by him for replacement of a lost or destroyed certificate under Article 30 hereof.

35.11 If the number of Shares of a particular Fund in respect of which redemption requests have been received on any Dealing Day is equal to one tenth or more of the total number of Shares in issue in that particular Fund then the Directors may in their discretion refuse to redeem any Shares in excess of one tenth of the total number of Shares in issue in that Fund in respect of which redemption requests have been received as aforesaid and, if they so refused, the requests for redemption on such Dealing Day shall be reduced *pro rata* and the 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 Shares to which the original request related have been redeemed. Requests for redemption which have been carried forward from an earlier Dealing Day shall (subject always to the foregoing limits) be complied with in priority to redemption requests received subsequently.

35.12 The Company may, at the discretion of the Directors, satisfy any request for redemption of Shares by the transfer in specie to a Shareholder requesting redemption of assets of the relevant Fund having a value (calculated in accordance with Article 39) equal to the Redemption Price for the Shares redeemed as if the redemption proceeds were paid in cash less any redemption charge or Back-end Load and other expenses of the transfer as the Directors may determine provided that either (a) the Shareholder requesting redemption consents to such transfer in specie or (b) at the request of the Shareholder the Company shall 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 and, in consultation with the Custodian, shall deem equitable and not prejudicial to the interests of the remaining Shareholders in the relevant Fund.

35.13 Where a Shareholder requests the redemption of a number of Shares of a Fund equal to five per cent (5%) or more of the total number of Shares of that Fund in issue on the Dealing Day on which such Shares would but for this Article have been redeemed pursuant to Article 35.4 (disregarding any Shares to be issued on such Dealing Day), the Company shall have the right, instead of purchasing or cancelling the said Shares at the Redemption Price, to elect by notice in writing to the Shareholder to purchase or cancel the said Shares (unless the further option conferred on the Company by paragraph (b) below or on the Shareholder by paragraph (d) below shall be exercised) at the aggregate price hereinafter mentioned. The following provisions shall apply on any exercise by the Company of the said right of election:-

- (a) Subject as hereinafter provided the Company shall cause to be sold or realised that proportion of each Investment forming part of the assets of the relevant Fund which the number of the Shares to be purchased or cancelled bears to the

total number of the Shares then in issue and shall add to the net proceeds thereof a similar proportion of the net cash then forming or deemed to form part of the assets of the relevant Fund and the aggregate amount so obtained shall be adjusted in the said proportion in accordance with (where deemed by the Company to be applicable) the provisions of Article 39 in the same way in which such adjustments would be made in the event of a valuation of the Fund or any part thereof. The resulting sum shall be the redemption price of the said Shares PROVIDED ALWAYS THAT, if for any reason it is not possible or convenient in the case of any one or more Deposited Property to sell or realise exactly the said proportion or if the Directors deem it appropriate to exclude from sale or redemption any Deposited Property (or part thereof) which is not quoted, listed or normally dealt in on a recognized stock exchange, the Deposited Property to be sold or realised and the amount of cash to be added to the net proceeds thereof may be adjusted in such manner as the Directors may deem equitable and as may ensure that the amount receivable by the Shareholder is as nearly as may be the same as he would receive if the foregoing provisions of this paragraph (excluding this proviso) had been strictly complied with PROVIDED FURTHER THAT the Directors or their agents shall in selecting the Deposited Property, in consultation with the Custodian, to be sold have regard to the interests of continuing Shareholders in the light of circumstances prevailing at the time of selection by reason of the nature and balance of the Deposited Property forming part of the Fund following such a sale or proposed sale but the Directors or their agents shall not be liable for a selection provided that they acted in good faith;

- (b) The Company may elect that instead of the said Shares being purchased or cancelled by the Company as provided in paragraph (a) above the relevant Fund shall be reduced by the cancellation of the said Shares and in respect of such cancellation there shall be transferred to the Shareholder *in specie* the Deposited Property which would otherwise be sold and there shall be paid to the Shareholder the amount of cash which would be added to the net sale proceeds of such Deposited Property subject to the application of adjustments which would fall to be made to the aggregate of the net proceeds of sale of such Deposited Property and cash pursuant to paragraph (a) above PROVIDED THAT where Deposited Property selected are not selected in proportion or as nearly in proportion as circumstances admit to the proportion which the value of the Shares to be realised bears to the total value of Shares in issue (ignoring fractions and Deposited Property which the Directors do not regard as readily realisable) such selection shall only be made if the Custodian is satisfied that the basis of selection is not such as is likely to prejudice materially the interests of continuing Shareholders. The costs of such sale shall be borne by the relevant Shareholder;

- (c) In order to exercise the right conferred on it by paragraph (a) or paragraph (b) above the Company shall as soon as possible and in any event within five Business Days after the date of receipt of the said request give to the Shareholder notice in writing of the exercise of such right and supply to the Shareholder particulars of the Deposited Property to be sold or redeemed or transferred and of the amount of cash to be added to the net sale proceeds aforesaid;
- (d) The Shareholder upon the service of such notice shall, if the Company shall have elected to proceed in accordance with paragraph (a) above, have the option to elect by written notice served on the Company within five Business Days after the service of such notice by the Company that the Company shall proceed in accordance with paragraph (b) above. In addition, the Shareholder upon the service of such notice shall, if the Company shall have elected to proceed in accordance with paragraph (b) above, have the option to elect by written notice served on the Company within five Business Days after the service of such notice by the Company that the Company shall proceed in accordance with paragraph (a) above.

35.14 If the Company is required to deduct, withhold or account for tax including any penalties and interest thereon upon a disposal of Shares by a Shareholder (whether upon a redemption of Shares, a transfer of Shares or otherwise) the Directors may arrange for the deduction from the proceeds due to be paid to a Shareholder of a cash amount equal to the liability or in their discretion in accordance with Article 34 hereof the compulsory redemption and cancellation of such number of 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 the Company against any loss suffered by it in connection with any obligation or liability to so deduct, withhold or account.

35.15 If the determination of the NAV of any Fund has been suspended pursuant to Article 38.4 hereof the right of a Shareholder to have his Shares redeemed pursuant to this Article shall be similarly suspended and during the period of suspension he may withdraw any request for redemption of his Shares. Any withdrawal of a request for redemption under the provisions of this Article shall be made in writing and shall only be effective if actually received by the Company or its duly authorised agent before termination of the suspension. If the request is not withdrawn during the period of suspension the redemption of Shares shall be effected on the Dealing Day next following the end of the suspension subject to Article 35.11.

35.16 Where all the Shares in a Fund have been redeemed, the Directors may subsequent to such redemption make a subsequent issue of Shares in that Fund at a Subscription Price per Share determined by the Directors. Any such issue of Shares pursuant to this Article shall be in accordance with any directions or guidelines issued by the requirements of the Regulator.

35.17 In calculating the NAV per Share of the relevant Fund for the purposes of redemption the Directors may adjust the NAV per Share to reflect the value of the Fund's Deposited Property by valuing the Deposited Property using the lowest market dealing bid price on the relevant market at the relevant time in order to preserve the value of the shareholdings of the continuing Shareholders in the event of substantial or recurring net redemption of Shares of the relevant Fund.

35.18 In the event that the Company receives a request to realise Shares with a value of less than an amount as set out in the Prospectus, the Directors may, in their absolute discretion, impose a transaction fee of an amount as set out in the Prospectus to cover the costs of such realisation or such other amounts as may be determined by the Directors from time to time.

TOTAL REDEMPTION

36.1 The Company may by not less than four nor more than twelve weeks' notice to Members expiring on a Dealing Day, redeem at the Redemption Price on such Dealing Day, all of the Shares in any Fund or all Funds not previously redeemed.

36.2 The Company shall redeem all of the Shares in any Fund not previously redeemed if the Shareholders of the relevant Fund and the holder of the Special Share shall pass a Special Resolution for the relevant Fund to be wound up.

36.3 If all of the Shares in a particular Fund are to be redeemed as aforesaid the Directors, with the sanction of an Ordinary Resolution of the relevant Fund, may divide amongst the Shareholders in specie all or part of the assets of the relevant Fund according to the NAV of the Shares then held by each Shareholder in the relevant Fund in accordance with Article 38 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.

36.4 If all of the Shares of the Company are to be redeemed as aforesaid the Company, with the approval of the Shareholders by Ordinary Resolution, may divide amongst the Shareholders in specie all or part of the assets of the Company according to the NAV of the Shares then held by each Shareholder as determined in accordance with Article 38 hereof.

36.5 If all the Shares in the Company or a Fund are to be redeemed as aforesaid and the whole or any part of the business or property of the relevant Fund or any of the assets of the Company 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 Company or the relevant Fund 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.

36.6 The Special Share may, with the Special Shareholder, be redeemed by the Company at any time after the first issue of Shares is effected after the initial offer period. The redemption price for the Special Share shall be J\$1.00.

CONVERSION OF SHARES

37.1 Subject as hereinafter provided and to any restrictions imposed pursuant to these Articles a Shareholder of any Fund (the "Original Fund") shall have the right from time to time to convert all or any Shares held by him into Shares of another Fund (the "New Fund") either existing or established as provided herein. The Directors may at their discretion impose a minimum conversion amount in relation to any particular Fund.

37.2 The right of conversion is exercisable by the said Shareholder giving to the Company 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 the relevant Share certificate or such other evidence of title as the Directors may require provided that the Shares proposed to be converted have a value at the time of conversion of not less than the value of the Minimum Holding for the New Fund or the Minimum Holding for the Original Fund or such other amount as may be determined by the Directors from time to time and the Shareholder otherwise satisfies the criteria determined by the Directors for investment in the New Fund.

37.3 Following receipt by the Company of a Conversion Notice the conversion of 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 Notices for such Dealing Day so long as such conversion request is received prior to the Valuation Point for the relevant Dealing Day.

37.4 A Shareholder requesting conversion shall not, without the written consent of the Company or its authorised agent, be entitled to withdraw the Conversion Notice duly made in accordance with this Article except in circumstances in which he would be entitled to withdraw a request for redemption of Shares.

37.5 The conversion of Shares specified in the Conversion Notice may, subject to the CIS Regulations, the Notices and these Articles, 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 Shares of the Original Fund (save that the redemption monies shall not be released to the Shareholder requesting conversion) and the issue of Shares in the New Fund.

37.6 The number of Shares of the New Fund to be issued on conversion shall be determined by the Directors in accordance (or as nearly as may be in accordance) with the following formula:

$$N = \frac{P (R \times CF) - F}{S}$$

where:-

N = the number of Shares of the New Fund that will be allotted;

P = the number of Shares of the Original Fund to be converted;

R = the Redemption Price of a Share in the Original Fund at the Valuation Point on the relevant Dealing Day;

CF = the currency conversion factor (if any) determined by the Directors on the relevant Dealing Day as the appropriate rate of exchange at which the Base Currency of the Original Fund Shares should be converted into the Base Currency of the New Fund Shares;

F = the conversion charge (if any) of up to 5% of the value of Shares to be issued in the New Fund.

S = the Subscription Price of a Share in the New Fund at the Valuation Point on the relevant Dealing Day.

37.7 Upon conversion of Shares as provided for herein the Directors shall cause assets or cash equal to the value of "N" as defined in Article 37.6 to be transferred to the New Fund.

37.8 The Directors may charge a fee on the conversion of Shares in any Fund into Shares in another Fund up to a maximum of 5% of the Subscription Price of Shares to be issued in the New Fund upon conversion of the Shares in the Original Fund in lieu of any Front End Load or Back-end Load unless the relevant Prospectus provides otherwise.

37.9 Where a conversion request would result in a Shareholder holding a number of 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 Shares in the New Fund or refuse to effect any conversion from the Original Fund.

37.10 On conversion of the whole or part only of the Shares comprised in a Share certificate, the Directors shall procure the issue of a new Share certificate, and, in the case of a conversion of part only of the Shares comprised in a Share certificate, a balance certificate in respect of the Shares issued in the New Fund and the remaining Shares held in the Original Fund (if

any) to be sent to the Shareholder or as he shall direct.

37.11 Fractional entitlement to Shares in the New Fund shall be rounded upwards or downward to the nearest whole Share.

DETERMINATION OF NET ASSET VALUE

38.1 The Directors shall on or with respect to each Dealing Day determine the NAV of each Fund in accordance with the following provisions at Article 38.2 to Article 38.6

38.2 The NAV 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 Article 39 hereof, having regard to the principles specified in, and making such additions, deductions and adjustments as are appropriate pursuant to Article 39.3 hereof.

38.3 The NAV per Share shall be determined as at the Valuation Point on or with respect to each Dealing Day by dividing the NAV of the relevant Fund by the number of Shares in issue or deemed to be in issue in such Fund at the Valuation Point.

38.4 The Directors may at any time and from time to time temporarily suspend the determination of the NAV of a Fund and the issue, redemption and conversion of Shares in any Fund and/or may delay the payment of any moneys in respect of any such redemption, in the following instances:

- (a) during any period when any market on which a substantial part of the Deposited Property of the relevant Fund are quoted, listed or dealt is closed otherwise than for ordinary holidays;
- (b) during any period when dealings on any such market are restricted or suspended;
- (c) during the existence of any state of affairs as a result of which disposal of the Deposited Property of the relevant Fund cannot, in the opinion of the Directors, be effected normally or without seriously prejudicing the interests of Shareholders of that Fund;
- (d) during any breakdown in the means of communication normally employed in determining the value of the net assets of the relevant Fund or when, for any other reason, the value of any Deposited Property of the relevant Fund cannot be promptly and accurately ascertained;
- (e) during any period during which the Custodian is unable to repatriate funds required for making payments due on realisation of Shares or during which the realisation of Deposited Property or the transfer of funds involved in such

realisation cannot, in the opinion of the Directors, be effected at normal prices or normal rates of exchange;

- (f) in the context of a winding up of the Company or the termination of any Fund; or
- (g) any other reason which makes it impossible or impracticable to determine the value of a substantial portion of the assets of the relevant Fund.

38.5 Notice of any such suspension and notice of the determination of any such suspension shall be published by the Company in such manner as the Directors may deem appropriate to notify the persons likely to be affected thereby and given immediately to the Regulator, any stock exchange and to the competent authorities in the country in which Shares of the particular Fund are marketed and in any event within the Business Day on which such suspension took effect. Any such suspension shall be published in an Authorised Newspaper at such frequency as required by the Regulator.

38.6 The Directors shall ensure that the NAV per Share is published on the CIS Web site or otherwise made readily available for the relevant Shareholders.

VALUATION OF ASSETS

39.1 The value of the Deposited Property of each Fund shall be determined as at the Valuation Point as follows:-

The value of any Investment which is quoted, listed or traded on a Recognised Stock Exchange will be calculated by reference to the price appearing to the Directors to be the last traded price or (if no last traded price is available) the price midway between the latest available market dealing offered price and the latest available market dealing bid price on the Recognised Stock Exchange ("middle quotation") on which the Deposited Property, listed or ordinarily dealt in for such amount of such Investment as the Directors may in the circumstances determine as providing a fair criterion, provided that:-

- (a) where an investment is quoted, listed or normally dealt in on more than one Recognised Stock Exchange the Directors shall adopt the price or as the case may be the middle quotation on the Recognised Exchange which in their opinion provides the principal market for such Investment. Securities listed or traded on a Recognised Stock 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 Custodian shall be satisfied that the adoption of such a procedure is justifiable in the context of establishing the probable realisation value of the security;

- (b) the value of any Investment which is not quoted, listed or normally dealt in on a Recognised Stock 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 Directors or the Manager or (ii) a competent person, firm or corporation (including the Investment Manager) selected by the Directors and approved for the purpose by the Custodian or (iii) any other means provided that the value is approved by the Custodian. There shall be taken into account interest on interest bearing Deposited Property up to (but not including) the date as at which the valuation is made, unless such interest is included in the valuation. Where reliable market quotations are not available for fixed income securities the value of such securities may be determined using matrix methodology compiled by the Directors whereby such securities are valued by reference to the valuation of other securities which are comparable in rating, yield, due date and other characteristics.
- (c) cash in hand or on deposit will be valued at face value plus accrued interest, where applicable, to the end of the relevant day on which the Valuation Point occurs, unless, in the opinion of the Directors, any adjustment should be made to reflect the value thereof.
- (d) certificates of deposit shall be valued with reference to the best price bid for certificates of deposit of like maturity, amount and credit risk on the relevant Dealing Day;
- (e) treasury bills and bills of exchange shall be valued with reference to the price ruling in the appropriate market for such instruments of like maturity, amount and credit risk on the relevant Dealing Day;
- (f) 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. If the settlement price is not available, the value shall be the probable realisation value estimated with care and in good faith by (i) the Directors or the Manager or (ii) a competent person firm or corporation (including the Investment Manager) or its Associates selected by the Directors and approved for the purpose by the Custodian or (iii) any other means provided that the value is approved by the Custodian. OTC derivative contracts will be valued daily either (i) on the basis of a quotation provided by the relevant counterparty and such valuation shall be approved or verified at least weekly by a party who is approved for the purpose by the Custodian and who is independent of the counterparty (the "Counterparty Valuation"); or (ii) using an alternative valuation provided by a competent person appointed by the

Managers or the Directors and approved for the purpose by the Custodian or a valuation by any other means provided that the value is approved by the Custodian (the "Alternative Valuation"). Where such Alternative Valuation method is used the Company will follow international best practice and adhere to the principles on valuation of OTC instruments established by bodies such as IOSCO and AIMA and will be reconciled to the Counterparty Valuation on a monthly basis. Where significant differences arise these will be promptly investigated and explained;

- (g) forward foreign exchange contracts shall be valued with reference to the prevailing market maker quotation, namely, the price at which a new forward contract of the same size and maturity could be undertaken or, if unavailable, at the settlement price as provided by the counterparty and the counterparty shall value such contracts daily. The valuation of such contracts will be verified at least weekly by a person independent of the counterparty approved for that purpose by the Custodian;
- (h) units in collective investment schemes shall be valued at the latest available net asset value per unit or bid price as published by the relevant collective investment scheme (where the same is considered by the Directors to be appropriate) or, if listed or traded on a Recognised Stock Exchange, in accordance with Article 39.1(a) above. If such net asset value is not published or not considered by the Directors to be appropriate, the value of such units or shares shall be calculated by aggregating the last published bid price for such a unit or share and the last published offer price therefore (excluding any preliminary or initial charge included in such offer price) and dividing the result by two;
- (i) (i) In the case of a Fund which is a money market fund, the Directors may use the amortised cost method of valuation whereby the securities are valued at their acquisition cost, adjusted for amortisation of premium or accretion of discount on the securities provided; (A) the money market fund is restricted to securities which comply with the following criteria:- (i) have a maturity at issuance of up to and including 397 days; (ii) have a residual maturity of up to and including 397 days; (iii) undergo regular yield adjustments in line with money market conditions at least every 397 days; and/or (iv) the risk profile, including credit and interest rate risks, corresponds to that of financial instruments which have a maturity of up to and including 397 days or are subject to a yield adjustment at least every 397 days and which in the case of (iii) and (iv) also meet with the final maturity requirements of the relevant rating agency; (B) the weighted average maturity of the portfolio does not exceed 60 days. The Directors or their delegates shall review or cause a review to be carried out weekly of discrepancies between the market

value and the amortised value of the money market instruments and ensure escalation procedures in accordance with the requirements of the Financial Regulator are put in place to address material discrepancies.

- (ii) In the case of a Fund which is not a money market fund, the Directors may value securities having a residual maturity not exceeding three months using the amortised cost method of valuation where such securities have no specific sensitivity to market parameters, including credit risk.
- (j) The Directors may, with the approval of the Custodian, adjust the value of any Investment if, having regard to its currency, marketability, applicable interest rates, anticipated rates of dividend, maturity, liquidity or any other relevant considerations, they consider that such adjustment is required to reflect the fair value thereof.
- (k) 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 Directors shall determine to be appropriate.
- (l) Where the value of any Investment is not ascertainable as described above, the value shall be the probable realisation value estimated by the Directors with care and in good faith or by a competent person approved for the purpose by the Custodian.

39.2 If the Directors deem it necessary a specific Investment may be valued using an alternative method of valuation approved by the Custodian.

39.3 In calculating the value of assets of the Company and each Fund the following principles will apply:

- (a) the Directors may value the Deposited Property of a Fund (i) at bid prices where on any Dealing Day the value of all redemption requests received exceeds the value of all applications for Shares received for that Dealing Day or at offer prices where on any Dealing Day the value of all applications for Shares received for that Dealing Day exceeds the value of all redemption requests received for that Dealing Day, in each case in order to preserve the value of the Shares held by existing Shareholders; (ii) at bid and offer prices where a bid and offer value is used to determine the price at which shares are issued and redeemed; or (iii) at mid prices; provided in each case that the valuation policy selected by the Directors shall be applied consistently with respect to the Company and, as appropriate, individual Funds for so long as the Company or Funds as the case may be are operated on a going concern basis;

- (b) every 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 shall be deemed to include not only cash and property in the hands of the Custodian but also the amount of any cash or other property to be received in respect of Shares agreed to be issued after deducting therefrom (in the case of Shares agreed to be issued for cash) or providing thereout, the preliminary charge (if any) and any additional amount charged by the Company provided that the relevant Fund (as appropriate) shall not include the Subscription Price of Shares to be issued on the date as at which the valuation is made;
- (c) where Deposited Property have been agreed to be purchased or sold but such purchase or sale has not been completed, such Deposited Property 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;
- (d) 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 Company which is attributable to that Fund;
- (e) there shall be added to the assets of each Fund a sum representing un-amortised expenses and a sum representing any interest, dividends or other income accrued but not received unless the Directors are of the opinion that such interest, dividends or other income 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 Directors or their delegate (with the approval of the Custodian) may consider appropriate in such case to reflect the true value thereof;
- (f) 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;
- (g) where notice of the redemption of Shares has been received by the Company with respect to a Dealing Day and the cancellation of such Shares has not been completed, the 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. No deduction shall be made in respect of Shares for which notice to be cancelled is received on the date as at which the valuation is made;

- (h) any value (whether of a liability or of an Investment, cash or other property) otherwise than in the currency of account of the relevant Fund and any borrowing not in such currency shall be converted into such currency of account (whether official or otherwise) which the Directors shall deem appropriate in the circumstances having regard to the premium or discount which may be relevant and to costs of exchange;
- (i) where the current price of an Investment is quoted "ex" any dividend (including stock dividend), interest or other rights to which the relevant Fund is entitled but such dividend, interest or the property to which such rights relate has not been received and is not taken into account under any other provisions of this definition, the amount of such dividend, interest, property or cash shall be taken into account;
- (j) liabilities shall (where appropriate) be treated as accruing from day to day;
- (k) 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 Company 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 Deposited Property of the relevant Fund accrued up to the end of the immediately preceding Accounting Period or 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 Article 66 hereof but not distributed in respect thereof;
 - (iv) the remuneration of the Manager, the Administrator, the Custodian, the Investment Manager, any Distributor and any other provider of services to the Company accrued but remaining unpaid together with a sum equal to the general consumption 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; and
- (vii) any other liability of the type referred to in Article 10 hereof.

39.4 Without prejudice to Article 39.3 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 Manager, a committee of the Directors or to any other duly authorised person and may delegate the calculation of NAV in accordance with the requirements of the Notices. In the absence of negligence, fraud or wilful default every decision taken by the Directors or any committee of the Directors or by the Manager or any duly authorised person on behalf of the Company in determining the value of any Investment or calculating the NAV shall be final and binding on the Company and on present, past or future Shareholders.

TRANSFER AND TRANSMISSION OF SHARES

40.1 The transfer of Shares shall be effected in such denomination as the Directors may from time to time decide in accordance with the provisions set out in Articles 40.2 to 40.14 below.

40.2 The Special Share may be transferred only to the Special Shareholder or its nominee.

- 40.3
- (a) The transfer of Shares may be effected in writing in any usual or common form or in such other form as the Directors may from time to time approve, signed by or on behalf of the transferor and every transfer shall state the full name and address of the transferor and transferee. In the case of a transfer by a body corporate, the instrument of transfer must be signed on behalf of the body corporate by one or more authorised signatory.
 - (b) The Directors may from time to time specify a fee for the registration of instruments of transfer provided that the maximum fee may not exceed 5% of the NAV of the 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 Company or the Manager or the Distributor as the Directors in their absolute discretion may determine and if the relevant Shares are listed on a Recognized Stock Exchange the fee (if any) shall not exceed the amount fixed by such Recognized Stock Exchange.
 - (c) Every instrument of transfer must be duly stamped with any applicable stamp duty and transfer tax, if payable, and left with the registrar for registration accompanied by any necessary declarations or other documents that may be

required in consequence of any exchange control or other legislation for the time being in force and by the Share certificate or Share certificates (if any) relating to the Shares to be transferred and such other evidence as the Directors may require to prove the title of the transferor or his right to transfer the Shares.

- (d) All instruments of transfer which shall be registered may be retained either by the Manager or by the registrar on its behalf.

40.4 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.

40.5 (a) The Directors may decline to register any transfer of a Share if:

- (i) in consequence of such transfer the transferor or the transferee would hold a number of Shares less than the Minimum Holding;
- (ii) all applicable taxes and/or stamp duties, if any, have not been paid in respect of the instrument of transfer;
- (iii) the instrument of transfer is not deposited at the Office or such other place as the Directors may reasonably require, accompanied by the certificate for the Shares to which it relates, such evidence as the Directors may reasonably require to show the right of the transferor to make the transfer, such relevant information and declarations as the Directors may reasonably require from the transferee including, without limitation, information, documentation and declarations of the type which may be requested from an applicant for Shares in the Company and such fee as may from time to time be specified by the Directors for the registration of any instrument of transfer; or
- (iv) they are aware or reasonably believe the transfer would result in the beneficial ownership of such 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 relevant Fund or the Shareholders generally.

- (b) The Directors shall decline to register a transfer of Shares by a Shareholder who is the bearer of a share warrant unless the transferee is a recognised depository, custodian or clearing agency acting as such.

40.6 The registration of transfers may be suspended for such periods as the Directors may determine provided always that each registration may not be suspended for more than 30 days at any one time. Any such suspension shall be published on the CIS Website and if it is

expected to last more than seven (7) consecutive days the notice of suspension shall be published in an Authorised Newspaper.

40.7 If the Directors decline to register a transfer of any Share they shall, within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal.

40.8 All instruments of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Directors may decline to register shall (except in the case of fraud) be returned to the person depositing the same.

40.9 In the case of the death of a Member, the survivor or survivors where the deceased was a joint holder and the executors or administrators of the deceased where he was a sole or surviving holder, shall be the only person(s) recognised by the Company as having title to his interest in the Shares, but nothing in this Article shall release the estate of the deceased Member whether sole or joint from any liability in respect of any Share solely or jointly held by him.

40.10 Any guardian of an infant Shareholder and any guardian or other legal representative of a Shareholder under legal disability and any person entitled to a Share in consequence of the death, insolvency or bankruptcy of a Shareholder shall, upon producing such evidence of his title as the Directors may require, have the right either to be registered himself as the holder of the Share or to make such transfer thereof as the Shareholder could have made, but the Directors shall have the same right to refuse or suspend registration as they would have had in the case of a transfer of the Share by the Shareholder.

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

40.12 If the Company is required to deduct, withhold or account for tax including any penalties and interest thereon upon the transfer of Shares by a Shareholder the Directors may arrange for the deduction from the proceeds due to be paid to a Shareholder of a cash amount equal to the liability or in their discretion in accordance with Article 34 hereof the compulsory redemption and cancellation of such number of 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 the relevant Fund against any loss suffered by it in connection with any obligation or liability to so deduct, withhold or account.

40.13 If the Shares relative to any Fund are listed on a Recognised Stock Exchange or are deposited in the JCSD or other securities depository then they shall be transferred in accordance with the rules practice and procedures of such Recognised Stock Exchange, the JCSD or other depository.

40.14 Notwithstanding Articles 40.3 (b) and 40.5 (a) (ii) if the Shares of a Fund are listed on a Recognised Stock Exchange the rules of which prohibit the charging of fees for Share transfers and the like then Company shall not charge any fee for the transfer of any Share or upon the registration of any probate, letters of administration, certificate of death or marriage, power of attorney, notice in lieu of distringas or other instrument. Where transfers are registered by the Company a new Share certificate shall be issued under the Seal of the Company in the name of the transferee(s) and shall be available for delivery within 30 days of presentation of the share transfer and Share certificate in respect of the Shares to be transferred.

INVESTMENT OBJECTIVES

41.1 The Investment Objective of each Fund shall be described in the relevant Prospectus.

41.2 Cash and other property constituting the Deposited Property of a Fund shall be transferred to, and held in the name of, the Custodian forthwith upon receipt by the Manager. All cash not immediately required for the redemption of Shares or otherwise for cost and expenses of a Fund shall be invested by the Manager, as the Manager may deem fit, subject to the provisions of the CIS Regulations and the Investment Objectives of the relevant Fund.

41.3 Notwithstanding Article 41.2 above the Manager may retain cash on demand or call or in short term deposit with any bank or licensed financial institution regulated by the Bank of Jamaica or in any other manner deemed fit by the Manager consistent with prudent investment practice with respect to the relevant Fund.

41.4 If at any time any part of the Deposited Property of a Fund is invested in unauthorised investment the Manager shall realize such investment and reinvest the net proceeds thereof in some Authorised Investment provided that the Manager may, with the consent of the Directors and the Regulator, if required, postpone the realization of any such investment for such period as the Manager may deem appropriate in the best interest of the Shareholders of such Fund or as may be directed by the Directors or the Regulator, as the case may be.

41.5 For the avoidance of doubt and without prejudice to Article 41.3 above, the Manager, may at its discretion, realize any investment at any time, either to reinvest in one or more Authorised Investment or to provide cash required to be temporarily held in short term or

demand deposit to redeem Shares or meet expenses of the particular Fund or partly for one and partly for another or other purpose.

41.6 Where a Fund is authorised to invest in securities (whether debt, equities or hybrid) such securities shall be registered in the name of the Custodian or some other authorised sub-custodian in trust for the relevant Fund.

41.7 Where a Fund is authorised to invest in real property such real property may be acquired by the Manager in the name of the Custodian or an authorised sub-custodian by way of purchase, exchange, lease, mortgage or otherwise and such acquisition may be solely on behalf of the relevant Fund or a joint holder with any other person including another Fund. Such real property shall be registered or otherwise vested in the name of the Custodian and the Manager shall have full power and authority to direct any dealing with, or disposition of such real property as if it were the full legal and beneficial owner thereof and shall have the power to sell, mortgage, charge, let, sub-divide, develop or otherwise deal with such real property as it deems fit including constructing any building or works thereon or repairing, renovating, remodeling or constructing, demolishing any building or structure on such real property and to grant any lease, licence, easement of other rights over such real property. Neither the Manager nor the Custodian shall be personally liable for any loan, servitude or other commitment given over or in respect of such real property.

41.8 Unless prohibited by its Investment Objectives a Fund may invest in Foreign Securities to the extent and in the manner regulated by the Minister of Finance and Planning under section 22B of the Bank of Jamaica Act or any guidelines or directions issued by the Bank of Jamaica, as the delegates of the Minister pursuant to section 22B (5) of the said Act.

41.9 A Fund shall not, unless authorised by the CIS Regulations for the time being in force or the Regulator:

- (a) invest more than 15% of its net assets in Illiquid Assets;
- (b) invest more than 10% of its net assets in the securities of any one issuer except in the case of securities issued by any government or any supranational body where such securities in the latter case has received an investment grade credit rating;
- (c) invest in any other investment restrictions specified by the Regulator pursuant to Regulation 33(1)(c) of the CIS Regulations;
- (d) invest in any security issued by the Manager, the Custodian or any Affiliate of the Manager or Custodian in excess of 5% of the net assets of the Fund;

- (e) acquire any asset in a transaction which involves the assumption by the Custodian of any liability which is unlimited or not ascertained and fixed as at the date of acquisition of such asset;
- (f) invest in any other investment outside of the Investment Objective of the Fund.

The limitations set out above shall not apply to a Fund which is permitted by the Regulator to operate as a non-diversified collective investment scheme.

41.10 For the purpose of Article 41.9 above the term "Illiquid Asset" means:

- (a) any asset that cannot be readily disposed of through market facilities on which public quotations in common use and widely available at any amount that at least approximates to the amount at which such asset is valued in calculating the net value of such asset for purposes of the Fund; or
- (b) a security held by a Fund, the resale of which is prohibited by a representation, undertaking or agreement that is binding on the Fund.

41.11 If any investment limit is violated due to the appreciation in value of such investment or the depreciation in value of other investment held in the Fund, such change in the relative value of such investment shall not constitute a breach of any investment limit set out in Article 41.9 above or in the Investment Objectives of the relevant Fund and the Manager shall not be obliged to divest any investment or effect any change in the investment portfolio as a result of the foregoing. In such a case however, the Manager shall not purchase any additional securities of the relevant class.

41.12 The provisions of Article 41.11 above shall apply *mutatis mutandis* in a case where the value of any investment exceeds any limitation or restriction due to:

- (a) scheme or plan initiated by the Fund for the redemption of Shares;
- (b) any scheme of arrangement, reconstruction, conversion or exchange undertaken by the Fund or the issuer of any security held by the Fund;
- (c) any other transaction undertaken by the Fund or the issuer of any securities held by the Fund which affects the value of any asset held by the Fund.

41.13 The Manager shall not on behalf of any of the Funds unless authorised by the Directors:

- (a) undertake a short sale in a security, whether listed or unlisted;

- (b) purchase any security under a forward contract;
- (c) purchase any security on margin;
- (d) purchase commodities or commodity contracts;
- (e) sell Shares for consideration other than cash unless:
 - (i) such consideration was valued by a professional valuator not more than three (3) months prior to the contract date;
 - (ii) the purchase price does not exceed such valuation; and
 - (iii) the Custodian grants its written approval for such acquisition;
- (f) lend, assume, endorse, guarantee or otherwise become directly or contingently liable for or in connection with the obligation or indebtedness of any other person provided that a reverse repurchase transaction involving GOJ Securities shall not be prohibited by this provision.

LIEN

42.1 The Company shall have a first and paramount lien on every Share (not being a fully paid Share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that Share, and the Company shall also have a first and paramount lien on all Shares (other than fully paid Shares) registered in the name of a single person for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a Share shall extend to all dividends payable thereon.

42.2 The Company may sell, in such manner as the Directors think fit, any Shares on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen (14) days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the Share, or the person entitled thereto by reason of his death or bankruptcy.

42.3 To give effect to any such sale the Directors may authorise some person to transfer the Shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the Shares comprised in any such transfer, and he shall not be bound to see to the application of the purchase money, nor shall his title to the Share be affected by any irregularity or invalidity in the proceedings in reference to the sale.

42.4 The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the Shares before the sale) be paid to the person entitled to the Shares at the date of the sale.

CONVERSION OF SHARES INTO STOCK

43.1 The Company may by ordinary resolution convert any paid-up Shares of a Fund into stock, and reconvert any stock into paid-up shares of any denomination.

43.2 The holders of stock may transfer the same, or any part thereof, in the same manner, and subject to the same regulations, as and subject to which the Shares from which the stock arose might prior to conversion have been transferred, or as near thereto as circumstances admit; and the Directors may from time to time fix the minimum amount of stock transferable but so that such minimum shall not exceed the nominal amount of the Shares from which the stock arose.

43.3 The holders of stock shall, according to the amount of stock held by them, have the same rights privileges and advantages as regards dividends, voting at meetings of the relevant Fund and other matters as if they held the Shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the Fund and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in Shares, have conferred that privilege or advantage.

43.4 Such of the regulations of the Company as are applicable to paid up Shares shall apply to stock and the words "Share" and "Shareholder" therein shall include "stock" and "stockholder".

GENERAL MEETINGS

44.1 All general meetings of the Company and each Fund shall be held in Jamaica.

44.2 The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen (15) months shall elapse between the date of one (1) annual general meeting and that of the next. Provided that so long as the Company holds its first annual general meeting within eighteen (18) months of its incorporation it need not hold it in the year of its incorporation or in the following year. The annual general meeting of the Company shall be held at such time and place as the Directors shall appoint.

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

44.4 The Directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or in default, may be convened by such requisitionists, as provided by section 128 of the Act. If at any time there are not within the Island sufficient Directors capable of acting to form a quorum, any Director or any two (2) members of the Company 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.

44.5 The provisions of Article 44.1 to 44.4 (inclusive) shall apply *mutatis mutandis* to each Fund.

NOTICE OF GENERAL MEETINGS

45.1 An annual general meeting and a meeting called for the passing of a special resolution shall be called by twenty-one (21) days' notice in writing at the least, and a meeting of the Company other than an annual general meeting or a meeting for the passing of a special resolution shall be called by fourteen (14) days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business, and shall be given in manner hereinafter mentioned or in such other manner, if any as may be prescribed by the Company in general meeting. Any notice summoning a general meeting or other documents may be sent to members and other person in hard copy or in electronic form or by electronic means in the case of members who have consented to receive such notice and other documents in such form and by such means.

Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this regulation, be deemed to have been duly called if it is so agreed -

- (a) in the case of a meeting called as the annual general meeting by all members entitled to attend and vote thereat; and
- (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than ninety five per centum (95%) in nominal value of the shares giving that right.

45.2 The Directors, the Manager, the Administrator, the Auditors and the Custodian shall be entitled to receive notice of, and attend and speak at, any general meeting of the Company or a Fund.

45.3 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

45.4 The provisions of Article 45.1 to 45.3 (inclusive) shall apply *mutatis mutandis* to each Fund.

PROCEEDINGS AT GENERAL MEETINGS

46.1 All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, the election of Directors in the place of those retiring and the appointment of, and the fixing of the remuneration of, the Auditor.

46.2 No business shall be transacted at any general meeting unless a quorum is present. Subject to Article 28.11 the quorum for a meeting to pass a Special Resolution will be, for so long as a Fund is registered with the Regulator, Members present in person or by proxy and holding or representing not less than twenty-five per cent of the Shares for the time being in issue, (ii) the quorum for a meeting to pass an Ordinary Resolution will be, for so long as a Fund is registered with the Regulator, Members present in person or by proxy and holding or representing not less than ten per cent of the Shares (or Shares of the relevant class) for the time being in issue, and (iii) if a Fund is not so registered with the Regulator, two Members present either in person or by proxy shall be a quorum for a general meeting. A representative of a corporation authorised pursuant to Article 48 and present at any meeting of the Company or at any meeting of a Fund shall be deemed to be a Member for the purpose of constituting a quorum.

46.3 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of 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 members present shall be a quorum.

46.4 The chairman, if any, of the board of Directors shall preside as chairman at every general meeting of the Company, or if there is no such chairman, or if he shall not be present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act the Directors present shall elect one (1) of their number to be chairman of the meeting.

46.5 If at any meeting no Director is willing to act as chairman or if no Director is present within fifteen (15) minutes after the time appointed for holding the meeting, the Members present shall choose one (1) of their numbers to be chairman of the meeting.

46.6 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 other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original 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.

46.7 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded -

- (a) by the chairman; or
- (b) by at least three (3) Members present in person or by proxy; or
- (c) by any Member or Members present in person or by proxy and representing not less than one-tenth ($\frac{1}{10}$) of the total voting rights of all the Members having the right to vote at the meeting;
- (d) the holder of the Special Share; or
- (e) by a Member or Members holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth ($\frac{1}{10}$) of the total sum paid up on all the shares conferring that right.

Unless a poll be so demanded a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of the proceedings of the Company 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.

The demand for a poll may be withdrawn.

46.8 Except as provided in Article 46.11 below if a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

46.9 The chairman may appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.

46.10 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.

46.11 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

46.12 A resolution in writing signed by all the Members for the time being entitled to attend and vote on such resolution at a general meeting of the Company (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 Company 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 these Articles. 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.

46.13 The provisions of Article 46.1 to 46.12 (inclusive) shall apply *mutatis mutandis* to each Fund.

VOTES OF MEMBERS

47.1 Subject to any rights or restrictions for the time being attached to (i) the Special Share and (ii) the Shares on a show of hands every member present in person and holding shares carrying voting rights shall have one (1) vote. On a poll every Member holding Shares present in person or by proxy, shall have one (1) vote for each Share of which he is the holder and the holder of the Special Share shall have 101% of the votes capable of being cast on a poll and attaching to all the Shares in issue from time to time.

47.2 In the case of joint holders 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 of Members.

47.3 A Member of unsound mind, or 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 or other person in the nature of a committee or receiver appointed by that court, and any such committee, receiver, or other person may on a poll vote by proxy.

47.4 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.

47.5 Votes may be given either personally or by proxy.

47.6 The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing, or, if the appointer is a corporation, either under seal, or under the hand of an officer or attorney duly authorised. A proxy need not be a Member of the Company.

47.7 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 that power or authority shall be deposited at the registered office of the Company or at such other place within the Island as is specified for that purpose in the notice convening the meeting, not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

47.8 An instrument appointing a proxy shall be in the following form or in such other form as the Directors shall prescribe or accept but so that in every case (where the circumstances permit), it shall be so worded that a proxy may be directed to vote either for or against each or any of the resolutions to be proposed:-

JNFM MUTUAL FUNDS LIMITED

"I/We

of

being a Member/Members of the above-named Company, hereby

appoint

of

or failing him,

of

as my/our proxy to vote for me/us on my/our behalf at the [Annual or Extraordinary as the case may be] General Meeting of the Company to be

held on the day of 20 and at any adjournment thereof.

I desire this form to be used *for/against the resolution

Signed this day of 20

Unless otherwise directed the proxy will vote as he thinks fit."

*Strike out whichever is not desired.

An instrument appointing a proxy shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates and need not be witnessed.

47.9 Subject to the provisions of the Act, the Directors may, at the cost of the Company, issue stamped or unstamped forms of proxy for use by the Members with or without inserting therein the names of any of the Directors or of any other persons as proxies and may also at the cost of the Company stamp unstamped forms of proxy deposited pursuant to Article 47.7..

47.10 The Directors may at the expense of the Company 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 Company, such invitations shall be issued to all (and not to some only) of the Shareholders entitled to be sent a notice of the meeting and to vote thereafter by proxy.

47.11 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

47.12 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the Company at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

47.13 Notwithstanding any other provision of these Articles, for so long as the Company has a Fund which is a registered collective investment scheme the Directors, the Custodian, the Manager, the Investment Manager and persons connected to them are prohibited from voting their beneficially owned Shares at, or from being counted in the quorum for, a general meeting at which they have a material interest in the business or arrangement or proposal to be contracted.

47.14 The provisions of Article 47.1 to 47.13 (inclusive) shall apply *mutatis mutandis* to each Fund.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

48. Any corporation which is a member of the Company may by resolution of its Directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company,

and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company.

FUND MEETINGS

49. The provisions of this Article and of Articles 44, 45, 46, 47 and 48 save to the extent expressly provided herein or therein with respect to meetings of Funds shall apply *mutatis mutandis* to separate meetings of each Fund at which a resolution is to be tabled (i) varying the rights of Shareholders in such Fund; (ii) to wind up such Fund or (iii) which in the sole judgment of the Directors specifically affects the rights of Shareholders in a particular Fund to the exclusion of all others. For the avoidance of doubt the Shareholders in one Fund shall have no voting rights on matters which relates solely to another Fund.

DIRECTORS

50.1. Unless otherwise determined by a general meeting, the number of Directors of the Company shall be not be less than three (3).

50.2 The remuneration of the Directors shall be such amount as the board of Directors, or any appropriate committee of the board of Directors, may determine. Such remuneration shall be deemed to accrue from day to day. The Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or in connection with the business of the Company.

50.3 The shareholding qualification for Directors may be fixed by the Company in general meeting, and unless and until so fixed no qualification shall be required.

52.4 A Director of the Company may be or become a Director or other officer of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested as shareholder or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received by him as a Director or officer of, or from his interest in, such other company unless the Company otherwise directs.

50.5 There are no requirements for Directors to retire on attaining a particular age.

50.6 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 Company or any company in which the Company is interested, but a Director may not vote or be counted in the quorum on a resolution concerning his own appointment on in circumstances where by section 193 of the Act he is not permitted to be present or to vote at the relevant meeting of Directors.

BORROWING POWERS

51.1 The Directors may raise or borrow for the purposes of the Company. Subject to the CIS Regulation or any directives or guidelines issued or laid down by the Regulator, the Directors may exercise all powers of the Company to borrow on behalf of any Fund such sum or sums of money as they think fit. The Directors may secure the repayment of or raise any such sum or sums as aforesaid and also secure the repayment of any sum or sums due or owing by the Company or by any Fund or any other person by bill of sale, mortgage or charge upon the whole or any part of the property and assets of the Company or relevant Fund, as the case may be, present and future including its uncalled capital, or by issue, at such price as they may think fit, of bonds, debentures or debenture stock either charged upon the whole or any part of the property and assets of the Company or Fund as aforesaid or not so charged or by bonds, bills of exchange, promissory notes or in such other way as the Directors may think expedient.

51.2 Any bonds debentures debenture stock or other securities issued or to be issued by the Company on its behalf or on behalf of any Fund shall be under the control of the Directors who may issue them upon such terms and conditions and in such manner and for such consideration as they shall consider to be for the benefit of the Company.

51.3 If any Director or other person shall become personally liable for the payment of any sums primarily due from the Company or a Fund, the Directors may execute or cause to be executed any mortgage, charge, bill of sale or security over or affecting the whole or any part of the assets of the Company or the Fund by way of indemnity to secure the Director or person so becoming liable as aforesaid from any loss in respect of such liability.

51.4 A register of the holders of debentures of the Company or any Fund shall be kept at the office in accordance with the provisions of the Act and shall be open to the inspection of the registered holders of such debentures and of any member of the Company or the relevant Fund, subject to such restrictions as the Company in general meeting may from time to time impose. The Directors may close such register for such period or periods as they think fit, not exceeding in the aggregate thirty days in each year. The Directors shall cause a proper Register of Charges to be kept in accordance with Section 103 of the Act and the same shall be kept open for inspection as provided for in the Act.

POWERS AND DUTIES OF DIRECTORS

52.1 The business of the Company and of each Fund shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company and each Fund, and may exercise all such powers of the Company as are not, by the Act or by these Articles, required to be exercised by the Company in general meeting, subject, nevertheless, to any of these Articles, to the provisions of the Act and to such Articles, being not inconsistent with the aforesaid Articles or provisions, as may be prescribed by the Company in general meeting but no Article bye or regulation made by the Company in general meeting shall

invalidate any prior act of the Directors which would have been valid if the Article, bye-law or regulation had not been made.

52.2 The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

52.2 The Company may exercise the powers conferred by section 32 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors.

52.3 The Company may exercise the powers conferred upon the Company by virtue of sections 87, 118 and 119 of the Act with regard to the keeping of branch registers of holders of debentures in and members of, any Fund and the Directors may (subject to the provisions of those sections) make and vary such regulations as they may think fit respecting the keeping of any such registers.

52.4 A Director who is, in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall disclose in writing to the Company the nature and extent of his interest in accordance with section 193 of the Act.

52.5 Any contract or proposed contract referred to in Article 52.4 above shall be subject to the approval of the Directors and such Director shall not be present during any proceeding of the board of Directors in connection with the approval of such contract and he shall not be counted in the quorum present at the meeting, but neither of these prohibitions shall apply to:

- (a) any arrangement for giving any Director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company or any Fund; or
- (b) any arrangement for the giving by the Company or any Fund of any security to a third party in respect of a debt or obligation of the Company or such Fund for which the Director himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the deposit of a security; or
- (c) any contract by a Director to subscribe for or underwrite shares or debentures of the Company or any Fund; or

- (d) any contract or arrangement with any other company in which he is interested only as an officer of the Company or as holder of shares or other securities in any Fund;

and these prohibitions may at any time be suspended or relaxed to any extent and generally or in respect of any particular contract, arrangement or transaction, by the Company in general meeting.

52.6 A Director may hold any other office or place of profit under the Company (other than the office of Auditor or Custodian) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company 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 Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established. For the avoidance of doubt a Director may be a Director, officer or employee of the Manager or other Affiliate of the Manager.

52.7 A Director, notwithstanding his interest, may be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any such office or place of profit under the Company or whereat the terms of any such appointment are arranged, and he may vote on any such appointment or arrangement other than his own appointment or the arrangement of the terms thereof.

52.8 Any Director may act by himself or his firm in a professional capacity for the Company, 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 to the Company or any of the Funds.

52.9 The Directors shall cause minutes to be made in books provided for the purpose of recording-

- (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 the Directors;
- (c) all resolutions and proceedings at all meetings of the Company, and of the Directors, and of committees of Directors;

and every Director present at any meeting of Directors or committee of Directors shall sign his name in a book to be kept for that purpose.

52.10 The Directors may give or award pensions, annuities, gratuities and superannuation or other allowances or benefits to persons who are or have at any time been Directors of or employed by or in the service of the Company, or any company which is a subsidiary of the Company and to the wives, widows, children and other relatives and dependants of any such persons, and may set up, establish, support and maintain pension, superannuation or other funds or schemes (whether contributory or non-contributory) for the benefit of such persons as are hereinbefore referred to or any of them or any class of them. Any Director shall be entitled to receive and retain for his own benefit any such pension, annuity, gratuity, allowance or other benefit, and may vote as a Director in respect of the exercise of any of the powers of this Article conferred upon the Directors notwithstanding that he is or may be or become interested therein.

52.11 The Directors may exercise or procure the exercise of the voting rights attached to shares in any other company or corporate body in which this Company or any of the Funds is or becomes in any way interested, and may exercise any voting rights to which they are entitled as Directors of such other company in such manner as they shall in their absolute discretion think fit, including the exercise thereof in favour of any resolution appointing themselves or any of them as Directors, officers or servants of such other company, and fixing their remuneration as such, and may vote as Directors of this Company in connection with any of the matters aforesaid.

52.12 The Directors, on behalf of the Company, may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or to his widow or dependents and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

DISQUALIFICATION OF DIRECTORS

53. The office of Director shall be vacated, if the Director:

- (a) ceases to be a Director by virtue of section 177 of the Act; or
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) becomes prohibited from being a Director by reason of any order made under section 180 or section 182 of the Act; or
- (d) becomes of unsound mind; or
- (e) resigns his office by notice in writing to the Company; or

- (f) shall for more than six (6) months have been absent without permission of the Directors from meetings of the Directors held during that period; or
- (g) is removed from office by a resolution duly passed pursuant to section 179 of the Act; or
- (h) ceases to be a fit and proper person within the meaning of the CIS Regulations; or
- (i) is requested by a majority of the other Directors (not bring less than five) to vacate office.

INDEMNITY

54. To the fullest extent permitted by sections 201, 202 and 203 of the Act, every Director or other officer of the Company or their respective legal representatives shall be entitled to be indemnified out of the assets of the Company against all costs, charges, expenses, awards of damages, losses or liabilities which he may sustain or incur:

- (a) in respect of any civil, criminal or administrative action or proceeding to which he is made a party by reason of being or having been a Director or officer of the Company;
- (b) in connection with any derivative action;
- (c) in connection with any application under section 389 of the Act in which relief is granted by the Court.

Subject to sections 204 and 205 of the Act the Directors shall be and are hereby authorised to effect and maintain at the costs of the Company such directors' and officers' liability insurance as they shall deem fit; and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the honest execution of the duties of his office.

ROTATION OF DIRECTORS

55.1 At the first Annual General Meeting of the Company all the Directors (except the Managing Director) shall retire and at the annual general meeting in every subsequent year one-third of the Directors (except the Managing Director) for the time being or, if their number is not three (3) or a multiple of three (3), the number nearest one-third ($\frac{1}{3}$), shall retire from office.

55.2 The Directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

55.3 A retiring Director shall be eligible for re-election.

55.4 The Company at the meeting at which a Director retires in manner aforesaid may fill the vacated office by electing a person thereto, and in default the retiring Director shall if offering himself for re-election be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director shall have been put to the meeting and lost.

55.5 No person other than a Director retiring at the meeting shall unless recommended by the Directors be eligible for election to the office of Director at any general meeting unless not less than seven (7) nor more than fourteen (14) days before the date appointed for the meeting there shall have been left at the registered office of the Company notice in writing, signed by a member duly qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing signed by that person of his willingness to be elected.

57.6 The Company may from time to time by ordinary resolution increase or reduce the number of Directors, and may also determine in what rotation the increased or reduced number is to go out of office.

55.7 The Directors shall have power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles. Any Director so appointed shall hold office only until the next following annual general meeting, and shall then be eligible for re-election but shall not be taken into account in determining the Directors who are to retire by rotation at such meeting.

55.8 The Company may by ordinary resolution remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company or any of the Funds.

55.9 The Company may by ordinary resolution appoint another person in place of a Director removed from office under Article 55.8 above and without prejudice to the powers of the Directors under Article 55.7, the Company in general meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional Director. A person appointed in place of a Director so removed or to fill such a vacancy shall be subject to

retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

ALTERNATE DIRECTORS

56.1 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 these Articles, 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.

56.2 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 provided that 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 his retirement and re-appointment shall continue after his re-appointment.

56.3 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.

56.5 An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid 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 Company 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 Company from time to time direct.

PROCEEDINGS OF DIRECTORS

57.1 The Directors may meet together for the dispatch of business, adjourn, and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided 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. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from the Island.

57.2 The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be three (3) Directors.

57.3 The continuing Directors may act notwithstanding any vacancy in their body but, if and so long as their number is reduced below the number fixed by or pursuant to these Articles of the Company as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number, or of summoning a general meeting of the Company, but for no other purpose.

57.4 The Directors may elect a chairman and deputy chairman of their meetings and determine the period for which they are to hold office; but if no such chairman or deputy chairman is elected or if at any meeting the chairman or deputy chairman is not present within fifteen (15) minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman of the meeting.

57.5 The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.

57.6 A committee may elect a chairman of its meetings; if no such chairman is elected or if at any meeting the chairman is not present within ten (10) minutes after the time appointed for holding the same, the members present may choose one (1) of their numbers to be chairman of the meeting.

57.7 A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chairman shall have a second or casting vote.

57.8 All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

57.9 A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the board of Directors, or a meeting of a committee of the board of Directors, shall be as valid and effectual as if it had been passed at a meeting of the board of Directors, or a meeting of a committee of the board of Directors, duly convened and held.

57.10 Meetings of Directors or of a committee of Directors may be held wholly or partially by telephone and/or video and/or electronic or other conferencing system by virtue of which all participants are able to hear and speak to each other at the same time. A Director who participates in a meeting in that manner, shall (notwithstanding being absent from the Island or otherwise remote from the venue of a meeting) be deemed present in person at the meeting and shall be counted in the quorum for and be entitled to vote at the meeting.

MANAGING DIRECTOR

58.1 The Directors may from time to time appoint one (1) or more of their body to the office of Managing Director for such period and on such terms as they think fit, and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment. A Director so appointed shall not, whilst holding that office, be subject to retirement by rotation or be taken into account in determining the rotation of retirement of Directors, but his appointment shall be automatically determined if he ceases for any cause to be a Director.

58.2 A Managing Director shall receive such remuneration (whether by way of salary, commission or participation in profits, or partly in one way and partly in another) as the board of Directors, or any appropriate committee of the board of Directors, may determine.

58.3 The Directors may entrust to and confer upon the Managing Director any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may 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.

SECRETARY

59.1 The secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

59.2 No person shall be appointed or hold office as secretary who is

- (a) the sole Director of the Company; or
- (b) a corporation, the sole director of which is the sole Director of the Company;
or

- (c) the sole director of a corporation which is the sole Director of the Company.

59.3 A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the secretary.

THE SEAL

60. The Directors shall provide for the safe custody of the seal, which shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf, and every instrument to which the seal shall be affixed shall be signed by a Director and shall be countersigned by the secretary or by a second Director or by some other person appointed by the Directors for the purpose.

DIVIDENDS AND RESERVE

61.1 Subject to the provisions of the Act, the Company may, in respect of any Fund, declare such dividends on the Shares of the Fund as appear to the Directors to be justified provided always that no dividend shall exceed the amount recommended by the Directors.

61.2 The Directors may if they think fit declare and pay such dividends in respect of any Shares in any Fund as appear to the Directors to be justified, subject to the any dividend policy of the Fund.

61.3 The dividend policy (if any) for each Fund will be specified in the relevant Prospectus.

61.4 The amount available for distribution in respect of any Accounting Period shall be the net income of the relevant Fund (whether in the form of dividends, interest or otherwise) and/or net realised gains (i.e. realised gains net of realised and unrealised losses) or net realised and unrealised gains (i.e. realised and unrealised gains net of realised and unrealised 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 Company in respect of the relevant Fund 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 withholding or other tax refund, income tax relief or double taxation relief or otherwise as the Directors after consulting with the Auditors shall think appropriate;
- (e) deduction of the amount of any tax or other estimated or actual liability properly payable out of the income or gains of the Company in respect of the relevant Fund;
- (f) deduction of a sum representing participation in income paid upon the cancellation of Shares during the Accounting Period;
- (g) deduction of such sum for the relevant period as the Company with the approval of the Auditors may think appropriate in respect of expenses of the relevant Fund including but not limited to the Organisational Expenses, Duties and Charges, fees and expenses due to the Auditor, the Secretary, the legal and other professional advisers of the Company, the Directors, the Manager, the Custodian, the Administrator (if any) and any Distributor or Investment Manager appointed by the Company, all expenses of and incidental to any amendments to the Prospectus and these Articles for the purpose of procuring that the Company conforms to legislation coming into force after the date of incorporation hereof and any other amendments made pursuant to a resolution of the Company, 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 Article 10 above PROVIDED ALWAYS that the Company shall not be responsible for any error in any estimates of income tax refunds 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.
- (h) adjusting the resulting figure by the addition of a sum representing the aggregate of all Equalisation Payments (as defined in Article 64 below) in respect of Shares issued during the relevant period and the deduction of a sum representing income distributed upon the cancellation of Shares during the relevant period.

61.5 The Directors may, with the sanction of an Ordinary Resolution of a Fund, distribute in kind among the Shareholders of such Fund by way of dividend or otherwise any of the assets of the relevant Fund.

61.6 All 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.

61.7 Any resolution declaring a dividend on any Shares may specify that the same shall be payable to the persons registered as Shareholders of such 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 Shares in respect of such dividend.

61.8 The Company may transmit any dividend or other amount payable in respect of any Share at the risk and cost of the relevant Shareholder by cheque or warrant sent by ordinary post to the registered address of the Shareholder, or, in the case of joint Shareholders, 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, or by wire or electronic transfer or real time gross settlement ("RTGS") at the risk and cost of the relevant Shareholder to a designated account and payment of every such cheque or warrant and transmission by wire or electronic or RTGS transfer shall constitute a good discharge to the Company and the Company shall not be responsible for any loss arising in respect of such payment or transmission.

61.9 No dividend or other amount payable to any Shareholder shall bear interest against the relevant Fund. 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 Company on behalf of a Fund of any unclaimed dividend or other amount payable in respect of a Share into a separate account shall not constitute the Company a trustee in respect thereof.

61.10 Any dividend unclaimed after six (6) years from the date when it first became payable or on the winding up of the Company, if earlier, shall be forfeited automatically and shall revert to the relevant Fund, without the necessity for any declaration or other action by the Company to be applied by the Directors for the promotion of one or more charitable causes.

61.11 At the request of any Shareholder in a particular Fund, the Directors may apply all dividends declared on all Shares held by such Shareholder in the issue to that Shareholder of such number of additional Shares in the relevant Fund 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 Shares and otherwise on such terms as the Directors from time to time may resolve provided however that subject to Article 61.13 below such Shareholder shall be entitled to

revoke such request with respect to all Shares in the relevant Fund held by him and instead receive a cash dividend in respect of such Shares.

61.12(a) Subject to Article 61.12(b) below the Directors may determine that Shareholders will be entitled to receive in lieu of any dividend (or part thereof) in respect of any Shares in any Fund an issue of additional Shares in proportion to the number of Shares held by them in the relevant Fund credited as fully paid and in any such case the following provisions shall apply:-

- (i) the number of additional Shares 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 Shares;
 - (ii) for such purpose the Directors shall capitalise a sum equal to the aggregate value of dividends in respect of which additional Shares are proposed to be issued and apply the same in paying up in full the appropriate number of additional Shares for issue to the relevant Shareholders credited as fully paid up;
 - (iii) the additional Shares so issued shall rank *pari passu* in all respects with the fully-paid Shares then in issue save only as regards participation in the relevant dividend (or share election in lieu);
 - (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 Shares becoming distributable in fractions so that fractional entitlements are disregarded and rounded up or down or the benefit of fractional entitlements accrues to the Company or the relevant Shareholders entitled thereto;
 - (v) the Directors may on any occasion determine that 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 prospectus or registration statement or other special formalities, the issue of additional Shares would or might be unlawful and in such event the provisions aforesaid shall be read and construed subject to such determination; and
 - (vi) no Share certificates will be issued in respect of the additional Shares unless specifically requested by the Shareholder.
- (b) (i) An applicant for or transferee of Shares may subject to Article 61.13 below elect by service of notice in writing on the Company, at the time of application for or other acquisition of Shares, to receive cash in lieu of additional Shares in satisfaction of the whole of any dividends that may be payable on all Shares of the particular Fund which may thereafter be registered in his name and may on the giving of one month's notice in writing to the Company 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.

- (iii) An election made pursuant to this Article shall be personal to the holder of Shares concerned in his capacity as a holder and, in respect of any Shares transferred, shall automatically cease to have effect upon registration of the transfer or transmission of the relevant Shares but shall continue in effect in respect of Shares retained.
- (iv) A Shareholder who has made an election pursuant to this Article shall be deemed to have made a request in respect of any further Shares registered in his name in respect of all distributions made on such Shares, until he revokes such request.

61.13 (a) Where the amount of any distribution payable to an individual Shareholder would be less than such amount as is set out in the Prospectus for a Fund, 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.

(b) Where the amount of any dividend payable to an individual Shareholder would be less than such amount as is set out in the Prospectus for a Fund, 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 Shares in the relevant Fund 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.

61.14 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 Shares.

61.15 Before recommending any dividend, whether preferential or otherwise, the Directors may in respect of any Fund carry to reserve out of the profits of the Fund 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 Fund may be properly applied and at the like discretion may be either employed in the business of the Fund or invested in the acquisition of such Deposited Property 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 un-realised profits of a Fund 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.

61.16 If a Fund 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 Directors may arrange for the deduction from the proceeds due to be paid of a cash amount equal to the liability or in their discretion in accordance with Article 34 above the compulsory redemption and cancellation of such number of Shares of such Shareholder as is sufficient to discharge any such liability and the relevant Shareholder shall indemnify the relevant Fund against any loss suffered by it in connection with any obligation or liability to so deduct, withhold or account.

ACCOUNTS

62.1 The directors shall with respect to each Fund cause separate and proper books of account to be kept with respect to -

- (a) all sums of money received and expended by the Company with respect to each Fund and the matters in respect of which the receipt and expenditure takes place;
- (b) all sales and purchases of Deposited Property and goods and services; and
- (c) the assets and liabilities of each Fund.

62.2 Proper books shall not be deemed to be kept with respect to a Fund if there are not kept such books of account as are necessary to give a true and fair view of the state of the Fund's affairs and to explain its transactions.

62.3 The books of account shall be kept at the registered office of the Company, or, subject to subsections (3) and (4) of section 144 of the Act, at such other place or places as the directors think fit, and shall always be open to the inspection of the directors.

62.4 The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of a Fund or any of them shall be open to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Directors or by the Company in general meeting.

62.5 Within forty-five (45) days after the close of the first, second, and third financial quarters of a Fund the Company shall cause to be prepared and posted on the CIS Website and transmit to the relevant Shareholders who have provided e-mail addresses to the such Shareholders and deliver to the Regulator and any Recognised Stock Exchanges on which the Shares of a Fund are listed:

- (a) a balance sheet as at the end of that quarter;

- (b) income statement;
- (c) cash flow statement;
- (d) statement of movement in unit holders' or certificate holders' fund or net assets or reserves; and
- (e) statement showing the securities owned at the beginning of the relevant quarter, securities purchased or sold during such period, and the securities held at the end of such period together with the value (at carrying and at market).

62.6 The Company shall, in respect of each Fund, cause an annual report to be prepared within 90 days after the close of each Financial Year of such Fund. Such annual report shall within such 90 day period (i) be delivered to the Regulator and any Recognised Stock Exchange on which the Funds' Shares are listed and (ii) posted on the CIS Website. The Company may at its discretion send by electronic mail to Shareholders who have provided the Company with an e-mail address copies of such annual report. Such annual report shall, in respect of each Fund, contain:

- (a) annual audited a balance sheet of the relevant Fund as at the end of financial year;
- (b) annual audited income statement of such Fund;
- (c) annual audited cash flow statement of such Fund;
- (d) annual audited statement of movement in Fund or net assets or reserves;
- (e) audited statement showing the securities owned at the beginning of the relevant period, securities purchased or sold during such period, and the securities held at the end of such period together with the value (at carrying and at market);
- (f) a report of the Fund's Auditor in the customary form issued for public companies in Jamaica; and
- (g) such additional information as may be prescribed in the CIS Regulations or any other regulations, guidelines or directions issued by the Regulator.

AUDIT

63.1 The Company shall at each annual general meeting appoint a qualified Auditor or Auditors of each Fund to hold office until the conclusion of the next annual general meeting. Nothing shall prevent the Company from appointing a different Auditor for different Funds.

63.2 To be qualified for appointment as auditor of a Fund a firm of chartered accountants or a chartered accountant shall:

- (a) be qualified to be appointed auditor of a public company under the Companies Act, 2004;
- (b) not be the auditor of the Manager or Custodian of any of the Funds; and
- (c) be generally independent of the Manager and the Custodian.

The same firm of chartered accountants or the same chartered accountant shall not hold office as auditors of a Fund for more than ten (10) consecutive Accounting Periods.

63.3 A person, other than a retiring Auditor, shall not be capable of being appointed Auditor at an annual general meeting unless notice of an intention to nominate that person to the office of Auditor has been given by a Shareholder to the Company not less than twenty eight (28) days before the annual general meeting and the Directors shall send a copy of any such notice to the retiring Auditor and shall give notice thereof to the Members.

63.4 The first Auditor shall be appointed by the Directors before the first general meeting, and he shall hold office until the conclusion of the first annual general meeting unless previously removed by a resolution of the Company in general meeting, in which case the Shareholders at such meeting may appoint the Auditor.

63.5 The Directors may fill any casual vacancy in the office of Auditor, but while any such vacancy continues the surviving or continuing Auditor or Auditors (if any) may act.

63.6 The Auditor shall perform the duties and functions of an auditor of a collective investment scheme as stipulated in Regulation 14 of the CIS Regulations and, in the performance of his duties, shall comply with the CIS Regulations and any applicable guidelines or directions issued by the Regulator.

63.7 The remuneration of the Auditor shall be approved by the Company in general meeting or determined in such manner as the Company in general meeting may resolve.

63.8 The Auditor shall examine such books, accounts and vouchers as may be necessary for the performance of their duties

63.9 The report of the Auditor to the Shareholders of a Fund on the audited accounts of such Fund shall state whether in the Auditor's opinion the balance sheet and profit and loss account and (if the Fund has any subsidiary or associated companies and is submitting group accounts) the group accounts in his opinion give a true and fair view of the state of the Fund's affairs and of its profit and loss for the period in question.

63.10 The Auditor shall be furnished with a list of all books kept by the Company in respect of each Fund of which he is the Auditor and shall at all reasonable times have the right of access to the books and accounts and vouchers of each such Fund and shall be entitled to require from the Directors and officers of the Company such information and explanations as may be necessary for the performance of their duties.

63.11 The Auditor shall be entitled to attend any general meeting of the Company and to receive all notices of, and other communications relating to, any general meeting which any Member of the Company is entitled to receive and to be heard at any general meeting at which any business of the meeting concerns them as auditor.

63.12 The Auditor shall, on quitting office, be eligible for re-election.

EQUALISATION ACCOUNT

64.1 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 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 Shares, to the amount which may be declared as dividends on the 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 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 Shares or upon such basis as the Directors in their discretion, following consultation with the Auditors, determine.

64.2 The capital sum payable pursuant to Article 64.1 above shall be an amount equal to the Equalisation Payment paid or deemed to be paid on the issue of a 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 Shares in respect of which such capital sums are payable and in so doing such 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 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 Shares of each such group by the number of Shares in such group provided that in no circumstances shall the capital sum payable in respect of any one Share pursuant to this Article exceed the amount of the dividend declared on such Share.

64.3 Any capital sums repaid to a Shareholder in accordance with the provisions of this Article shall release the Company 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.

DISCOVERY OF SECRETS

65. No member shall be entitled to require or receive any information concerning the business, trading or customers of the Company or any Fund, or any trade secret or secret process of or used by the Company or any Fund beyond such information as to the accounts and business of the Company or Fund as is by the Act, the CIS Regulations or these Articles directed to be placed before the Company in general meeting and made available to members, and no member shall be entitled to inspection of any of the books, papers, correspondence or documents of the Company or any Fund except so far as such inspection is authorised by these Articles or by the Act or by the CIS Regulations.

CAPITALISATION OF PROFITS

66.1 The Company in general meeting may resolve, upon the recommendation of the Directors, that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the reserve accounts (including capital reserves) or to the credit of the profit and loss account of any Fund or which is otherwise available for distribution by a Fund (and not required for payment of dividend on any 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 Shares of the Fund 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.

66.2 Without prejudice to any powers conferred on the Directors as aforesaid, the Company in general meeting may resolve, on the recommendation of the Directors, that it is desirable to capitalise any part of the amount for the time being standing to the credit of any reserve accounts or to the credit of the profit and loss account of any Fund which is not available for distribution by applying such sum in paying up in full unissued Shares to be allotted as fully paid bonus Shares to those Shareholders of the Company 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.

66.3 Whenever such a resolution is passed in pursuance of either of the two immediately preceding Articles, 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 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 Shares becoming distributable in fractions and to authorise the Secretary or any other any person to enter on behalf of all the Shareholders entitled thereto into an agreement with the Company providing for the allotment to the Secretary or such other person, credited as fully paid up, of any further Shares to which they may become entitled upon such capitalisation or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing Shares, and any agreement made under such authority shall be effective and binding on all such Shareholders.

NOTICES

67.1 Any notice or other document required to be served upon or sent to a Member may be given by posting or delivery to or leaving the same at his address as appearing on the Register of the relevant Fund or by transmitting the same by fax or other means of electronic communication to a fax number, e-mail address or other electronic identification provided to the Company 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 pre-paid post 48 hours after posting and if delivered to or left at the Member's address as appearing on the Register on the day of delivery or on the next working day if delivered or left outside usual business hours 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 relevant Register.

67.2 Notwithstanding 67.1 above, any notice (including a notice summoning a general meeting) may be given by advertisement and shall be deemed to have been duly given if the advertisement is published in an Authorised Newspaper or an advertisement is published in such Authorised Newspaper stating where copies of such notices or documents may be obtained provided that such advertisement and the notice and other relevant documents shall be simultaneously uploaded to the CIS Website and if the Shares are listed on any Recognised Stock Exchange on the website of such stock exchange.

67.3 Service of a notice or a document on the first named of several joint Members shall be deemed effective service on that person and the other joint Members.

67.4 Any notice or document served or sent in accordance with these Articles shall

notwithstanding that such Member be then dead or bankrupt and whether or not the Company 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.

67.5 Any certificate or notice or other document which is served on or sent or given to a Member in accordance with these Articles or dispatched by or on behalf of the Company in accordance with a Member's instructions shall be so served or sent or given at the risk of such Member.

67.6 Any notice in writing or other document in writing required to be served upon or sent or given to the Company shall be deemed to have been duly given if sent by pre-paid post to the Office upon receipt and if left at the Office on the next day and otherwise in accordance with any procedures specified in the Prospectus with respect to service of notice in specific circumstances.

67.6 All documents sent by post shall be sent at the risk of the person entitled thereto.

WINDING UP

68.1 A Fund may be wound up if:

- (a) an event specified at Article 25 hereof has occurred and the Shareholders resolve by Special Resolution to wind up the relevant Fund;
- (b) the Shareholders of the relevant Fund resolve by Special Resolution that the Fund by reason of its liabilities cannot continue its business and that it be wound up; or
- (c) the Shareholders resolve by Special Resolution that the Company or a Fund be wound up.

Notwithstanding any other provision contained in these Articles, 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 Company or terminate a Fund, the Directors may herewith issue a notice for compulsory repurchase of all of the Shares of the Company or relevant Fund pursuant to Article 36 above. In the case of the winding up of the Company, the Secretary shall forthwith at the Directors' request, convene an Extraordinary General Meeting of the Company at which there shall be presented a proposal to appoint a liquidator to wind up the Company and if so appointed, the liquidator shall distribute the assets of the Company in accordance with the provisions of this Article 68.

68.2 For the avoidance of doubt all Shareholders of all Funds shall be entitled to vote on a resolution to wind up the Company.

68.3 In the event of a winding up of a Fund (subject to 68.5(e)):

- (a) the liquidator shall apply the assets of that Fund only to meet liabilities to creditors and shareholders of that Fund; and
- (b) the assets available for distribution among Shareholders in respect that Fund, shall not be available or used to meet liabilities to, and shall be absolutely protected from, the creditors or shareholders of another Fund.

68.4 In the event of a winding up of the entire Company the liquidator shall have the power in relation to the overall assets of the Company to make such transfers thereof to and from a Fund as may be necessary in order that the Company costs may be shared among the relevant Funds in the most equitable way consistent with the avoidance of cross-subsidisation among Funds..

68.5 The assets available for distribution among the Shareholders on termination of a Fund shall be applied in the following priority:

- (a) Firstly, in the payment to the Shareholders of each Fund of a sum in the Base Currency (or in any other currency selected and at such rate of exchange as determined by the liquidator) as nearly as possible equal to the NAV of the Shares of the relevant Fund held by such Shareholders respectively as at the date of commencement of winding up.
- (b) Secondly, in the payment to the holder of the Special Share the sum of J\$1.00 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 within any of the other Funds.
- (d) Thirdly, in the payment to the Shareholders of each Fund of any balance then remaining in the relevant Fund, in proportion to the number of Shares in the relevant Fund held by them.
- (e) Fourthly, any balance then remaining and not attributable to any Fund shall be apportioned between the Funds on a *Pro-Rata Basis* immediately prior to any distribution to Shareholders and the amounts so apportioned shall be paid to Shareholders *pro-rata* to the number of Shares in that Fund held by them.

68.6 The liquidator may with the Regulator's consent and an Ordinary Resolution of the Company divide among the Shareholders (pro rata to the value of their respective shareholdings in a Fund) *in specie* the whole or any part of the assets of the Company, and

whether or not the assets shall consist of property of a single kind provided that the Company shall if any Shareholder so requests sell any asset or assets proposed to be so distributed and distribute to such Shareholder the cash proceeds of such sale less the costs of any such sale which 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 Company may be closed and the Company dissolved, provided 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 Company to a company or collective investment scheme (the "Transferee Company") on terms that Shareholders in the Company shall receive from the Transferee Company shares or units in the Transferee Company of equivalent value to their shareholdings in the Company.

68.7 Notwithstanding any other provision contained in these Articles, 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 Company or s Fund, the Secretary shall forthwith at the Directors' request convene an extraordinary general meeting of the Company or of such Fund at which there shall be presented a proposal to appoint a liquidator to wind up the Company or such Fund and if so appointed, the liquidator shall distribute the assets of the Company or such Fund in accordance with the provisions of this Article 68.

INDEMNITY AND INSURANCE

69.1 Every person who is or has been a Director or alternate Director or Secretary or servant of the Company and such person's heirs, administrators and executors, shall be indemnified and secured harmless out of the assets and profits of the Company from and against all actions, costs, debts, claims, demands, suits, proceedings, judgements, decrees, charges, losses, damages, expenses, liabilities or obligations of any kind which he or his 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 to be done by virtue of his being or having been a Director, Secretary or servant, provided that as permitted by the Act such indemnity shall not extend to any of the foregoing sustained or incurred as a result of any fraud, negligence or wilful default by him in relation to the Company and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the Company and have priority as between the Shareholders over all other claims.

69.2 The words "claim", "action", "suit" or "proceedings" shall apply to all claims, actions, suits or proceedings (civil, criminal, administrative, legislative, investigative or other, including appeals) and shall include, without limitation, legal fees, costs, judgements, amounts paid in settlement, fines, penalties and other liabilities;

69.3 The rights of indemnification herein provided shall be severable, shall not affect any other rights to which any Director, Secretary or employee may now or hereafter be entitled, shall continue as to a person who has ceased to be such a Director, Officer or employee and

shall enure to the benefit of the heirs, executors and administrators of such a person;

69.4 The Company may make advances of expenses incurred in the defence of any claim, action, suit or proceedings against any person whom the Company is obliged to indemnify pursuant to this Article.

69.5 The Directors shall have the power to purchase and maintain for the benefit of any persons who are or were at any time Directors or officers of the Company 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.

69.6 The Manager, the Administrator, the Custodian, the Distributors and any other person shall be entitled to such indemnity from the Company upon such terms and subject to such conditions and exceptions and with such entitlement to have recourse to the assets of the Company with a view to meeting and discharging the cost thereof as shall be provided under the Management Agreement, the Administration Agreement, the Custodian Agreement, or the Distribution Agreements (as applicable) or otherwise and the provisions in relation to indemnification set out in Article 69.1 hereof shall apply as appropriate to any such indemnity provided that no such indemnity shall extend to any matters arising from the negligence, fraud or wilful default of the person so indemnified and in the case of the Custodian its unjustifiable failure to perform its obligations or its improper performance of them.

69.7 The Company, the Manager, the Investment Manager, the Administrator, the Custodian and the Distributors shall be entitled to rely absolutely on any Standing Redemption and Payment Instructions and on any declaration received from a Shareholder or his agent 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.

69.8 The Company, the Manager, the Administrator, the Custodian and the Distributors shall incur no liability to the Shareholders of any Fund for doing or (as the case may be) failing to do any act or thing which by reason of any provision of any present or future law or regulation made pursuant thereto, or of any decree, order or judgment of any court, or by reason of any request announcement or similar action (whether of binding legal effect or not) which may be taken or made by any person or body acting with or purporting to exercise the authority of any government (whether legally or otherwise) either they or any of them shall

be directed or requested to do or perform or to forbear from doing or performing. If for any reason it becomes impossible or impracticable to carry out any of the provisions of these Articles of Incorporation none of the Company or the Manager or the Administrator or the Distributors or the Custodian shall be under any liability therefor or thereby.

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

DESTRUCTION OF DOCUMENTS

70 The Company may destroy:-

- (a) any share certificate which has been cancelled at any time after the expiry of one year from the date of such cancellation;
- (b) 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 Company;
- (c) 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
- (d) any other document on the basis of which an entry in a Register of a Fund 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 Company that every Share certificate so destroyed was a valid and effective certificate duly and properly cancelled and 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 Company PROVIDED ALWAYS that:-
 - (i) the foregoing provisions of this Article shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim;
 - (ii) nothing contained in this Article shall be construed as imposing upon the Company 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 Article to the destruction of any document includes references to its disposal in any manner.

AMENDMENT OF ARTICLES

71. These Articles may only be altered or added to by Special Resolution. Any such amendment will only be made with the prior approval of the Regulator.

DEALINGS BY THE MANAGER, INVESTMENT MANAGER, CUSTODIAN AND ADMINISTRATOR

72.1 Any person being the Manager, the Custodian, the Administrator a Director and any of their Affiliates may:-

- (a) become the owner of Shares and hold, dispose or otherwise deal with Shares as if that person were not such persons;
- (b) deal in property of any description on that person's individual account notwithstanding the fact that property of that description is included in the Deposited Property of a Fund; or
- (c) act as principal or agent in the sale or purchase of property to or from the Custodian for the account of the Company without the person's having to account to any other such person, to the Shareholders or to any of them for any profits or benefits made by or derived from or in connection with any such transaction, provided that such transaction is carried out as if effected on normal commercial terms negotiated at arm's length and:-
 - (i) a certified valuation of such transaction by a person approved by the Custodian as independent and competent has been obtained; or
 - (ii) such transaction has been executed on best terms on a Recognised Stock Exchange or other organised investment exchanges under their rules; or
 - (iii) such transaction has been executed on terms which the Custodian is satisfied conform with the principle that such transactions be carried out as if effected on normal commercial terms negotiated at arms length.

72.2 Notwithstanding Article 72.1 above, for so long as the Company is authorised by the Regulator, and provided that there are Shares outstanding and in issue, the following shall govern transactions involving any Fund authorised by the Regulator between any person being the Manager, the Custodian, a Director or the Administrator and any Affiliate of any of such persons:-

- (a) all transactions affected by or on behalf of the Company by such persons will be affected at arm's length and executed on best available terms;
- (b) transactions with the aforesaid persons shall not account for more than 50 per cent of the Company's transactions in value in any one Accounting Period;
- (c) any transaction between the Company and the aforesaid persons as principal shall be made only with the prior written consent of the Custodian;
- (d) where cash forming part of the property of the Company is placed as deposits with any of the aforesaid persons, interest shall be paid at no lower rate than is, in accordance with normal banking practice, the commercial rate for deposits the size of the deposit in question negotiated at arm's length; and
- (e) where money is borrowed by the Company from the aforesaid persons (being a bank or licensed financial institution), interest shall be charged at no higher rate than is, in accordance with normal banking practice, the commercial rate for a loan the size and nature of the loan in question negotiated at arm's length.

CONSENT TO SERVICE OF DOCUMENTS BY ELECTRONIC MEANS & IN
ELECTRONIC FORM

73. Each member by subscribing for Shares or by purchasing or otherwise acquiring Shares in any Fund, hereby consents to the Company sending notices and other documents to him by electronic means or in electronic form and confirms that notice sent in such form or by such means shall be deemed to be notice in writing for purposes of the Act. Each member undertakes to provide the Company with his e-mail or other Electronic Address.

SCHEDULE 2


SIGNATURES, ADDRESSES & DESCRIPTIONS OF SUBSCRIBER

	Class of Share	No of Shares
JN Fund Managers Limited 2 - 4 Constant Spring Road Kingston 8 Jamaica W.I. Occupation: Licensed Securities Dealer Contact No.: (876) 929-2289	Special rights share	1
JN Fund Managers Limited 2 - 4 Constant Spring Road Kingston 8 Jamaica W.I. Occupation: Licensed Securities Dealer Contact No.: (876) 929-2289	Investors' Share	1

Monica Ladd
Name of Director

[Signature]
Signature

[Signature]
Signature



Karene Miller
Name of Director/Secretary

DATED the 11th day of February 2015

WITNESS:-

Name: Sharon Whitelocke
Signature: [Signature]
Address: 17 Belmont Road
Occupation: Asst. Gen. Manager JNFM
Contact No. 420-0332

DATED the 11th day of February 2015



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