

CITIFIRST INVESTMENTS PLC

An umbrella fund with segregated liability between sub-funds

A company incorporated with limited liability as an investment company with variable capital under the laws of Ireland with registered number 452758

PROSPECTUS

This Prospectus may not be distributed unless accompanied by, and must be read in conjunction with, the Supplement for the Shares of the Fund being offered.

Dated 22 December 2014

IMPORTANT INFORMATION

THIS DOCUMENT IS IMPORTANT. BEFORE YOU PURCHASE ANY OF THE SHARES YOU SHOULD ENSURE THAT YOU FULLY UNDERSTAND THE NATURE OF SUCH AN INVESTMENT, THE RISKS INVOLVED AND YOUR OWN PERSONAL CIRCUMSTANCES. IF YOU ARE IN ANY DOUBT ABOUT THE CONTENTS OF THIS PROSPECTUS YOU SHOULD TAKE ADVICE FROM AN APPROPRIATELY QUALIFIED ADVISER.

Authorisation

The Company is an investment company with variable capital incorporated on 1 February 2008 and authorised in Ireland as an undertaking for collective investment in transferable securities pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011 (S.I. No. 352 of 2011) as may be amended, supplemented or consolidated from time to time. This authorisation however, does not constitute a warranty by the Central Bank as to the performance of the Company and the Central Bank shall not be liable for the performance or default of the Company. Authorisation of the Company is not an endorsement or guarantee of the Company by the Central Bank nor is the Central Bank responsible for the contents of this Prospectus.

The Company is structured as an open-ended umbrella fund with segregated liability between sub-funds. Shares representing interests in different Funds may be issued from time to time by the Directors. Shares of more than one Class may be issued in relation to a Fund. All Shares of each Class will rank *pari passu* save as provided for in the relevant Supplement. On the introduction of any new Fund (for which prior Central Bank approval is required) or any new Class of Shares (which must be issued in accordance with the requirements of the Central Bank), the Company will prepare and the Directors will issue a Supplement setting out the relevant details of each such Fund or new Class of Shares. A separate pool of assets will be maintained for each Fund (and accordingly not for each Class of Shares) and will be invested in accordance with the investment objective and policies applicable to such Fund. Particulars relating to individual Funds and the Classes of Shares available therein are set out in the relevant Supplement.

The Company has segregated liability between its Funds and accordingly any liability incurred on behalf of or attributable to any Fund shall be discharged solely out of the assets of that Fund.

Responsibility

The Directors (whose names appear under the heading "Management of the Company – Directors of the Company" below), accept responsibility for the information contained in this Prospectus and each relevant Supplement. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Prospectus (as complemented, modified or supplemented by the relevant Supplement), when read together with the relevant Supplement, is in accordance with the facts as at the date of the relevant Supplement and does not omit anything likely to affect the import of such information.

Listing on the Irish Stock Exchange

Application may be made to the Irish Stock Exchange for the listing of Shares of any Class issued and available for issue, to be admitted to listing on the official list and trading on the main market of the Irish Stock Exchange. This Prospectus together with the relevant Supplement comprises listing particulars for the purpose of the listing of such Shares on the official list and trading on the main market of the Irish Stock Exchange. Notwithstanding any application to list such Shares, it is not anticipated that an active secondary market will develop in such Shares.

Neither the admission of Shares of any Class in the Company to the official list and trading on the main market of the Irish Stock Exchange nor the approval of this Prospectus pursuant to the listing requirements of the Irish Stock Exchange shall constitute a warranty or representation by the Irish Stock Exchange as to the competence of service providers to or any other party connected with the Company, the adequacy of information contained in this Prospectus or the suitability of the Company for investment purposes.

General

This Prospectus describes the Company and provides general information about offers of Shares in the Company. You must also refer to the relevant Supplement which is separate to this document. Each Supplement sets out the terms of the Shares to which the Supplement relates as well as risk factors and other information specific to the relevant Shares. Each Supplement will, but only in relation to the Shares to which it relates, form part of this document.

You should not take any action in respect of any Shares unless you have received a copy of the relevant Supplement. Save as disclosed in the relevant Supplement, the information in the Supplement complements, supplements and modifies the information contained in this Prospectus with specific details and terms of the relevant Shares issued. However, should there be any inconsistency between the contents of this Prospectus and any Supplement, the contents of the relevant Supplement will, to the extent of any such inconsistency, prevail. This Prospectus and any relevant Supplement should both be carefully read in their entirety before any investment decision with respect to Shares of any Class is made.

Distribution of this Prospectus and the relevant Supplement is not authorised in any jurisdiction unless accompanied by a copy of the latest published annual report and audited accounts and, if published after such annual report, a copy of the then latest published semi-annual report and audited accounts. Such reports, this Prospectus and the relevant Supplement together form the prospectus for the issue of Shares in the Company.

All Shareholders are entitled to the benefit of, are bound by and are deemed to have notice of the provisions of the Articles, copies of which are available as mentioned in this Prospectus.

This Prospectus and any relevant Supplement will be governed by and construed in accordance with Irish law.

Selling Restrictions

Distribution of this Prospectus is not authorised unless accompanied by a copy of the Supplement for the relevant Fund (provided that you will only receive one copy of the Prospectus irrespective of the number of Supplements you may receive). This Prospectus and any Supplement do not constitute an offer of Shares nor an invitation to apply to subscribe for Shares in the Company and may not be used for the purpose of an offer or solicitation in any jurisdiction or in any circumstances in which such offer or solicitation is unlawful or not authorised or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or invitation. The distribution of this Prospectus and any Supplement and the offering of Shares in certain jurisdictions may be restricted and accordingly, it is the responsibility of any prospective investor to satisfy itself as to compliance with relevant laws and regulations of any territory in connection with any application to subscribe for Shares. In particular the Shares have not been and will not be registered under the United States Securities Act of 1933 (as amended) or the securities laws of any state or political subdivision of the United States and may not, except in a transaction which does not violate U.S. securities laws, be directly or indirectly offered or sold in the United States or to any U.S. Person. The shares may not be sold or otherwise transferred to a US Person, Nonparticipating Foreign Financial Institution ("NPFFI"), or Passive Nonfinancial Foreign Entity ("NFFE") with one or more substantial U.S. owners. The Company will not be registered under the United States Investment Company Act of 1940 (as amended).

The Articles give powers to the Directors to impose restrictions on the holding of Shares by (and consequently to repurchase Shares held by), or the transfer of Shares to, any U.S. Persons (unless permitted under certain exceptions under the laws of the United States) or by any person who does not clear such money laundering checks as the Directors may determine or by any person who appears to be in breach of any law or requirement of any country or government authority or by virtue of which such person is not qualified to hold such Shares or by 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 incurring any liability to taxation or suffering any other pecuniary legal or material administrative disadvantages or being in breach of any law or regulation which the Company might not otherwise have incurred, suffered or breached or any individual under the age of 18 (or such other age as the Directors may think fit) or of unsound mind. Where Irish Residents acquire and hold Shares, the Company shall, where necessary for the collection of Irish tax, repurchase and cancel Shares held by a person who is or is deemed to be or is acting on behalf of an Irish Resident on the occurrence of a chargeable event for Irish taxation purposes and pay the proceeds thereof to the Revenue Commissioners.

This Prospectus and any Supplement may be translated into other languages. Any such translation shall only contain the same information and have the same meanings as the English language document. To the extent that there is any inconsistency between the English language document and the document in another language, the English language document shall prevail except to the extent (but only to the extent) required by the laws of any jurisdiction where the Shares are sold so that, where required by such laws, in an action based upon disclosure in a document of a language other than English, the language of the document on which such action is based shall prevail.

Argentina

This is a confidential private offer for shares issued by the Company. The information, services and/or products offered herein are expressly and only intended for the person to whom it is directly communicated to and are not intended for the public in general, it is absolutely forbidden to circulate it, retransmit it or share it with any third party. It has not been requested nor shall the Company seek any authorization to any local regulatory agency in Argentina referencing a public offering of the services and products offered herein.

Australia

This Prospectus is not a prospectus or product disclosure statement under the Corporations Act 2001 (Cth) (**Corporations Act**) and does not constitute a recommendation to acquire, an invitation to apply for, an offer to apply for or buy, an offer to arrange the issue or sale of, or an offer for issue or sale of, any securities in Australia except as set out below. The Fund has not authorised nor taken any action to prepare or lodge with the Australian Securities & Investments Commission an Australian law compliant prospectus or product disclosure statement.

Accordingly, this Prospectus may not be issued or distributed in Australia and the shares in the Fund may not be offered, issued, sold or distributed in Australia by the Fund Manager, or any other person, under this Prospectus other than by way of or pursuant to an offer or invitation that does not need disclosure to investors under Part 6D.2 or Part 7.9 of the Corporations Act or otherwise.

This Prospectus does not constitute or involve a recommendation to acquire, an offer or invitation for issue or sale, an offer or invitation to arrange the issue or sale, or an issue or sale, of shares to a 'retail client' (as defined in section 761G of the Corporations Act and applicable regulations) in Australia.

Brazil

This is a confidential private offer of shares issued by the Company. The offering of the shares has not been and will not be registered with the Comissão de Valores Mobiliários ("**CVM**") (the Brazilian Securities Commission). The shares may not be offered or sold in the Federative Republic of Brazil, except in circumstances which do not constitute a public offering or distribution of securities under Brazilian laws and regulations.

Brunei

This Prospectus has not been delivered to, licensed or permitted by Autoriti Monetari Brunei Darussalam. Nor has it been registered with the Registrar of Companies. This document is for informational purposes only and does not constitute an invitation or offer to the public. As such, it must not be distributed or redistributed to and may not be relied upon or used by any person in Brunei other than the person to whom it is directly communicated and who belongs to a class of persons as defined under Section 20 of the Brunei Securities Market Order, 2013.

Chile

This is a confidential private offer of securities issued by the Company.

This private offer commences on 22 December 2014 and it avails itself of the General Regulation No. 336 of the Superintendencia de Seguros y Fianzas; This offer relates to securities not registered with the Securities Registry or the Registry of Foreign Securities of the Superintendencia de Seguros y Fianzas, and therefore such securities are not subject to oversight by the latter; Being unregistered securities, there is no obligation to provide public information in Chile regarding such securities; and these securities may not be subject to a public offer until they are registered in the corresponding Securities Registry.

Colombia

This is a confidential private offer of shares issued by the Company. The information transmitted is intended only for the use of the individual to whom it is addressed. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by individuals or entities other than the intended recipient is prohibited. If you have received this communication by mistake, please disregard its contents and notify immediately the Legal and Compliance Department Colombia. This information is privileged and confidential.

Hong Kong

This Prospectus has not been registered by the Registrar of Companies in Hong Kong. The Fund is a collective investment scheme as defined in the Securities and Futures Ordinance of Hong Kong (the "**Ordinance**") but has not been authorised by the Securities and Futures Commission pursuant to the Ordinance. Accordingly, the Shares may only be offered or sold in Hong Kong to persons who are "professional investors" as defined in the Ordinance and any rules made under the Ordinance or in circumstances which are permitted under the Companies (Winding Up and Miscellaneous Provisions) Ordinance of Hong Kong and the Ordinance. In addition, this Prospectus may not be issued or possessed for the purposes of issue, whether in Hong Kong or elsewhere, and the Shares may not be disposed of to any person unless such person is outside Hong Kong, such person is a "professional investor" as defined in the Ordinance and any rules made under the Ordinance or as otherwise may be permitted by the Ordinance.

Israel

This Prospectus has not been approved by the Israel Securities Authority and will only be distributed to Israeli residents in a manner that will not constitute "an offer to the public" under sections 15 and 15a of the Israel Securities Law, 5728-1968 ("the Securities Law") or section 25 of the Joint Investment Trusts Law, 5754-1994 ("the Joint Investment Trusts Law"), as applicable. The Shares are being offered to a limited number of investors (35 investors or fewer during any given 12 month period) and/or those categories of investors listed in the First Addendum ("the Addendum") to the Securities Law, ("Sophisticated Investors") namely joint investment funds or mutual trust funds, provident funds, insurance companies, banking corporations (purchasing shares for themselves or for clients who are Sophisticated Investors), portfolio managers (purchasing Shares for themselves or for clients who are Sophisticated Investors), investment advisors or investment marketers (purchasing Shares for themselves), members of the Tel-Aviv Stock Exchange (purchasing Shares for themselves or for clients who are Sophisticated Investors), underwriters (purchasing Shares for themselves), venture capital funds engaging mainly in the capital market, an entity which is wholly-owned by Sophisticated Investors, corporations, (other than formed for the specific purpose of an acquisition pursuant to an offer), with a shareholder's equity in excess of NIS 50 million, and individuals in respect of whom the terms of item 9 in the Schedule to the Investment Advice Law hold true investing for their own account, each as defined in the said Addendum, as amended from time to time, and who in each case have provided written confirmation that they qualify as Sophisticated Investors, and that they are aware of the consequences of such designation and agree thereto; in all cases under circumstances that will fall within the private placement or other exemptions of the Joint Investment Trusts Law, the Securities Law and any applicable guidelines, pronouncements or rulings issued from time to time by the Israel Securities Authority.

This Prospectus may not be reproduced or used for any other purpose, nor be furnished to any other person other than those to whom copies have been sent. Any offeree who purchases Shares are purchasing such Shares for its own benefit and account and not with the aim or intention of distributing or offering such Shares to other parties (other than, in the case of an offeree which is a Sophisticated Investor by virtue of it being a banking corporation, portfolio manager or member of the Tel-Aviv Stock Exchange, as defined in the Addendum, where such offeree is purchasing Shares for another party which is a Sophisticated Investor). Nothing in this prospectus should be considered investment advice or investment marketing as defined in the Regulation of Investment Counselling, Investment Marketing and Portfolio Management Law, 5755-1995.

Investors are encouraged to seek competent investment counselling from a locally licensed investment counsel prior to making the investment. As a prerequisite to the receipt of a copy of this Prospectus a recipient may be required by the Fund to provide confirmation that it is a Sophisticated Investor purchasing Shares for its own account or, where applicable, for other Sophisticated Investors.

This Prospectus does not constitute an offer to sell or solicitation of an offer to buy any securities other than the Shares offered hereby, nor does it constitute an offer to sell to or solicitation of an offer to buy from any person or persons in any state or other jurisdiction in which such offer or solicitation would be unlawful, or in which the person making such offer or solicitation is not qualified to do so, or to a person or persons to whom it is unlawful to make such offer or solicitation.

Kuwait

This Prospectus is not for general circulation to the public in Kuwait. The shares have not been licensed for offering in Kuwait by the Kuwait Capital Markets Authority or any other relevant Kuwaiti government agency. The offering of the shares in Kuwait on the basis a private placement or public offering is, therefore, restricted in accordance with Decree Law No. 31 of 1990 and the implementing regulations thereto (as amended) and Law No. 7 of 2010 and the bylaws thereto (as amended). No private or public offering of the shares is being made in Kuwait, and no agreement relating to the sale of the shares will be concluded in Kuwait. No marketing or solicitation or inducement activities are being used to offer or market the shares in Kuwait.

Mexico

This is a confidential private offer of shares issued by the Company. The shares have not been and will not be registered with the Mexican National Securities Registry (Registro Nacional de Valores) maintained by the Mexican National Banking and Securities Commission (Comisión Nacional Bancaria y de Valores) (the "CNBV"), and may not be offered or sold publicly, or otherwise be subject of broker activities in Mexico, except pursuant to a private placement exemption set forth under Article 8 of the Mexican Securities Market Law (Ley del Mercado de Valores). The information contained in the Prospectus is exclusively the responsibility of the issuer and has not been reviewed or authorized by the CNBV. The acquisition of the shares by a Mexican resident will be made under its own responsibility.

New Zealand

This Prospectus is not a registered prospectus or an investment statement for the purposes of the Securities Act 1978 and does not contain all the information typically included in a registered prospectus or investment statement. This offer of shares does not constitute an "offer of securities to the public" for the purposes of the Securities Act 1978 and, accordingly, there is neither a registered prospectus nor an investment statement available in respect of the offer. Shares in any of the sub-funds of CitiFirst Investments PLC may only be offered to the public in New Zealand in accordance with the Securities Act 1978 and the Securities Regulations 2009 (or any replacement or statutory modification of the Securities Act 1978 and the Securities Regulations 2009).

People's Republic of China

This Prospectus does not constitute a public offer of the fund, whether by sale or subscription, in the People's Republic of China (the "PRC"). The fund is not being offered or sold directly or indirectly in the PRC to or for the benefit of, legal or natural persons of the PRC.

Further, no legal or natural persons of the PRC may directly or indirectly purchase any of the fund or any beneficial interest therein without obtaining all prior PRC's governmental approvals that are required, whether statutorily or otherwise. Persons who come into possession of this document are required by the issuer and its representatives to observe these restrictions.

Peru

This is a confidential private offer of shares issued by the Company. The shares have not been and will not be approved by the Peruvian Securities Market Superintendency ("SMV") or any other regulatory agency in Peru, nor have they been registered under the Securities Market Law (Ley del Mercado de Valores), or any SMV regulations. The shares may not be offered or sold within Peru except in private placement transactions.

Qatar

The shares are only being offered to a limited number of investors who are willing and able to conduct an independent investigation of the risks involved in an investment in such shares. The prospectus does not constitute an offer to the public and is for the use only of the named addressee and should not be given or shown to any other person (other than employees, agents or consultants in connection with the addressee's consideration thereof). The fund has not been and will not be registered with the Qatar Central Bank or under any laws of the State of Qatar. No transaction will be concluded in your jurisdiction and any inquiries regarding the shares should be made to Citigroup Global Markets Limited, London Branch.

Singapore

The offer or invitation of the Shares of the Funds which are the subject of this prospectus, does not relate to a collective investment scheme which is authorised under section 286 of the Securities and Futures Act, Chapter

289 of Singapore (the "SFA") or recognised under section 287 of the SFA. The Fund is not authorised or recognised by the Monetary Authority of Singapore (the "MAS") and shares are not allowed to be offered to the retail public. Each of this information memorandum and any other document or material issued in connection with the offer or sale is not a prospectus as defined in the SFA. Accordingly, statutory liability under the SFA in relation to the content of prospectuses would not apply. You should consider carefully whether the investment is suitable for you.

This prospectus has not been registered as a prospectus with the MAS. Accordingly, this Information Memorandum and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of shares may not be circulated or distributed, nor may shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 304 of the SFA, (ii) to a relevant person pursuant to Section 305(1), or any person pursuant to Section 305(2), and in accordance with the conditions specified in Section 305 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where shares are subscribed or purchased under Section 305 by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the shares pursuant to an offer made under Section 305 except:

- 1) to an institutional investor or to a relevant person defined in Section 305(5) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 305A(3) (i) (B) of the SFA;
- 2) where no consideration is or will be given for the transfer;
- 3) where the transfer is by operation of law; or
- 4) as specified in Section 305A(5) of the SFA.

The distribution of this Prospectus and the offering of the Shares may be authorised or restricted in certain other jurisdictions. The above information is for general guidance only and it is the responsibility of any persons in possession of this Prospectus and of any persons wishing to make application for Shares to inform themselves of, and to observe, all applicable laws and regulations of any relevant jurisdictions.

Uruguay

This is a confidential private offer of shares issued by the Company. The sale of the shares qualifies as a private placement pursuant to section 2 of Uruguayan law 18.627. The Fund represents and agrees that it has not offered or sold, and will not offer or sell, any shares to the public in Uruguay, except in circumstances which do not constitute a public offering or distribution under Uruguayan laws and regulations. The shares are not and will not be registered with the Central Bank of Uruguay to be publicly offered in Uruguay.

The shares correspond to an ownership interest in an investment fund that is not an investment fund regulated by Uruguayan law 16,774 dated September 27, 1996, as amended.

Suitability of Investment

You should inform yourself as to (a) the possible tax consequences, (b) the legal and regulatory requirements, (c) any foreign exchange restrictions or exchange control requirements and (d) any other requisite governmental or other consents or formalities which you might encounter under the laws of the country of your incorporation, citizenship, residence or domicile and which might be relevant to your purchase, holding or disposal of Shares.

The value of and income from Shares in the Company may go up or down and you may not get back the amount you have invested in the Shares. Details of the Shares issued in respect of any Fund are set out in the Supplement relating to such Shares which will in relation to the relevant Shares form part of this Prospectus. There can be no assurance that the Company will achieve its investment objectives in respect of any Fund and an investment in the Shares involves certain risks. See the section of this Prospectus headed "Risk Factors" and, where applicable, the section of the relevant Supplement headed "Other Information - Risk Factors" for a discussion of certain risks that should be considered by you.

An investment in the Shares is only suitable for you if you (either alone or with the help of an appropriate financial or other adviser) are able to assess the merits and risks of such an investment and have sufficient resources to be able to bear any losses that may result from such an investment. The contents of this Prospectus are not intended to contain and should not be regarded as containing advice relating to legal, taxation, investment or any other matters.

Marketing Rules

Any information given, or representations made, by any dealer, salesman or other person which are not contained in this Prospectus or the relevant Supplement or in any reports and accounts of the Company forming part of this Prospectus must be regarded as unauthorised and accordingly must not be relied upon. Neither the delivery of this Prospectus or the relevant Supplement nor the offer, issue or sale of Shares shall under any circumstances constitute a representation that the information contained in this Prospectus or the relevant Supplement is correct as of any time subsequent to the date of this Prospectus or the relevant Supplement. This Prospectus or the relevant Supplement may from time to time be updated and intending subscribers should enquire of the Administrator as to the issue of any later Prospectus or Supplement or as to the issue of any reports and accounts of the Company.

Repurchase Charge

A Repurchase Charge of up to 3% of the Repurchase Price of any Class of Shares of a Fund may be charged by the Company as described in "Share Dealings - Repurchase of Shares". The amount of Repurchase Charge (if any) will be set out in the relevant Supplement.

Definitions

Defined terms used in this Prospectus shall have the meanings attributed to them in the Definitions section below.

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DEFINITIONS

Accountholder means any investor who maintains an account with a Clearing System for the purpose of investing in the Shares;

Accounting Period means a period ending on 30 June of each year;

Administration Agreement means the administration agreement dated 29 February 2008 between the Company, the Manager and the Administrator as amended, supplemented or otherwise modified from time to time in accordance with the requirements of the Central Bank;

Administrator means Capita Financial Administrators (Ireland) Limited or any successor thereto duly appointed in accordance with the requirements of the Central Bank as the administrator to the Company;

Affiliate means any person which in relation to the person concerned is (i) a holding company, (ii) a subsidiary of any such holding company; (iii) a subsidiary or (iv) controlled directly or indirectly by the person concerned;

Anti-Dilution Levy means a provision for market spreads (the difference between the prices at which assets are valued and/or bought or sold), duties and charges and other dealing costs relating to the acquisition or disposal of Fund Assets in the event of receipt for processing of large subscription or repurchase requests (as determined at the discretion of the Directors) including subscriptions and/or repurchases which would be effected as a result of requests for exchange from one Fund into another Fund;

Application Form means the application form for Shares;

Approved Counterparty means Citigroup Global Markets Limited, Citigroup Financial Products Inc. or Citibank N.A. or any other entity (which may be an Affiliate of either) selected by the Company on the advice of the Manager as may be described in the relevant Supplement, provided always that the relevant entity is, in relation to OTC derivatives, one falling within a category permitted by the Central Bank Notices;

Articles means the memorandum and articles of association of the Company as amended from time to time in accordance with the requirements of the Central Bank;

Associated Person means a person who is connected with a Director if, and only if, he or she is:

- (i) that Director's spouse, parent, brother, sister or child;
- (ii) a person acting in his capacity as the trustee of any trust, the principal beneficiaries of which are the Director, his spouse or any of his children or any body corporate which he controls; or
- (iii) a partner of that Director.

A company will be deemed to be connected with a Director if it is controlled by that Director;

Base Currency means, in relation to any Fund, such currency as is specified as such in the Supplement for the relevant Fund;

Business Day means, in relation to any Fund, each day as is specified as such in the Supplement for the relevant Fund;

Central Bank means the Central Bank of Ireland or any successor regulatory authority with responsibility for authorising and supervising the Company;

Central Bank Notices means the notices and guidelines issued by the Central Bank from time to time affecting the Company;

CFTC Regulations – Part 4 means Part 4 of the US Commodity Futures Trading Commission's regulations adopted under the US Commodity Exchanges Act;

CIS means an open-ended collective investment scheme within the meaning of Regulation 3(2) of the Regulations and which is prohibited from investing more than 10% of its assets in another such collective investment scheme;

Class(-es) means the class or classes of Shares relating to a Fund where specific features with respect to preliminary, repurchase or exchange charges, currency, minimum subscription amount, dividend policies, investor eligibility criteria or other specific features may be applicable. The details applicable to each Class will be described in the relevant Supplement;

Clearing System means Clearstream, Luxembourg, Euroclear or any other Clearing System approved by the Directors;

Clearstream, Luxembourg means Clearstream Banking, société anonyme;

Companies Acts means the Companies Acts, 1963 to 2013 including any regulations issued pursuant thereto, insofar as they apply to open-ended investment companies with variable capital;

Collateral has the meaning specified in the Supplement for the relevant Fund;

Company means CitiFirst Investments plc;

Connected Person means any subsidiary, affiliate, associate, agent or delegate of the Directors, the Manager, the Investment Advisor, an Investment Manager, the Custodian, the Administrator, the Index Sponsor, the Portfolio Manager, the Distributor, any Shareholder, any Approved Counterparty and any Market Maker;

Custodian means J.P. Morgan Bank (Ireland) plc or any successor thereto duly appointed with the prior approval of the Central Bank as the custodian of the Company;

Custodian Agreement means the custodian agreement dated 8 January 2009 between the Company and Bear Stearns plc as novated to the Custodian on 30 September 2009 as amended, supplemented or otherwise modified from time to time;

Dealing Day means, in respect of each Fund, each Business Day on which subscriptions for and/or repurchases of and, where applicable, exchanges of relevant Shares can be made by the Company as specified in the Supplement for the relevant Fund provided that there shall be at least two Dealing Days for repurchases in each month (and at least one Dealing Day per fortnight);

Dealing Deadline means, in relation to any application for subscription, repurchase or exchange of Shares issued in respect of a Fund, the day and time specified in the Supplement for the relevant Fund by which such application must be received by the Administrator on behalf of the Company in order for the subscription, repurchase or, where applicable, exchange of Shares of the Fund to be made by the Company on the Dealing Day specified in the relevant Supplement;

Debt Securities means any debt securities issued by Approved Counterparties and purchased by the Company upon the advice of the Manager in respect of a Fund as further described in the relevant Supplement;

Derivative Contract means any derivative contract (including a Financial Derivative Instrument) entered into by the Company with an Approved Counterparty upon the advice of the Manager in respect of a Fund as further described in the relevant Supplement;

Director means any director of the Company, all such Directors being referred to herein as the **Directors**;

Distributor means Citigroup Global Markets Limited or any successor thereto duly appointed in accordance with the requirements of the Central Bank Notices as the distributor to the Company;

Distribution Agreement means the distribution agreement dated 29 February 2008 between the Company, the Manager and the Distributor as amended, supplemented or otherwise modified from time to time;

EEA Member States means the member states of the European Economic Area from time to time;

EU Member States means the member states of the European Union from time to time;

Euro or **€** means the lawful currency of the European Economic and Monetary Union Member States from time to time;

Exchange Charge means the charge, if any, payable on the exchange of Shares as is specified in the Supplement for the relevant Fund;

Exempt Irish Shareholder means

- (a) a qualifying management company within the meaning of section 739B(1) TCA;
- (b) a specified company within the meaning of section 734(1) TCA;
- (c) an investment undertaking within the meaning of section 739B(1) TCA;
- (d) an investment limited partnership within the meaning of section 739J TCA;
- (e) a pension scheme which is an exempt approved scheme within the meaning of section 774 TCA, or a retirement annuity contract or a trust scheme to which section 784 or 785 TCA applies;
- (f) a company carrying on life business within the meaning of section 706 TCA;
- (g) a special investment scheme within the meaning of section 737 TCA;
- (h) a unit trust to which section 731(5)(a) TCA applies;
- (i) a charity being a person referred to in section 739D(6)(f)(i) TCA;
- (j) a person who is entitled to exemption from income tax and capital gains tax by virtue of section 784A(2) TCA and the Shares held are assets of an approved retirement fund or an approved minimum retirement fund;
- (k) a qualifying fund manager within the meaning of section 784A TCA or a qualifying savings manager within the meaning of section 848B TCA, in respect of Shares which are assets of a special savings incentive account within the meaning of section 848C TCA;
- (l) a person who is entitled to exemption from income tax and capital gains tax by virtue of section 787I TCA and the Shares held are assets of a personal retirement savings account as defined in section 787A TCA;
- (m) the National Pensions Reserve Fund Commission;
- (n) the National Asset Management Agency;
- (o) the Courts Service;
- (p) a credit union within the meaning of section 2 of the Credit Union Act 1997;
- (q) an Irish resident company, within the charge to corporation tax under Section 739G(2) TCA, but only where the fund is a money market fund;
- (r) a company which is within the charge to corporation tax in accordance with section 110(2) TCA in respect of payments made to it by the Company; and
- (s) any other person as may be approved by the Directors from time to time provided the holding of Shares by such person does not result in a potential liability to tax arising to the Company in respect of that Shareholder under Part 27, Chapter 1A TCA;

and where necessary the Company is in possession of a Relevant Declaration in respect of that Shareholder;

Euroclear means Euroclear Bank S.A./N.V. as the operator of the Euroclear System;

FATCA means:

- (a) sections 1471 to 1474 of the US Internal Revenue Code of 1986 or any associated regulations or other official guidance;
- (b) any intergovernmental agreement, treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (a) above; or
- (c) any agreement pursuant to the implementation of paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any Government Authority or taxation authority in any other jurisdiction.

FCA means the UK Financial Conduct Authority and any successor authority;

Final Repurchase Date means, with respect to a Fund, the date indicated in the relevant Supplement on which the outstanding Shares will be repurchased, the Fund being thereafter closed, as more fully described under "Share Dealings - Repurchase of Shares". Unless a Final Repurchase Date has been indicated in the relevant Supplement, a Fund will not have a Final Repurchase Date;

Financial Derivative Instrument means a financial derivative instrument (including an OTC derivative) permitted by the Regulations;

Fund means a pool of assets which is invested in accordance with the investment objective and policies set out in the relevant Supplement and to which all liabilities, income and expenditure attributable or allocated to such pool shall be applied and charged and **Funds** means all or some of the Funds as the context requires as may be established by the Company from time to time with the prior approval of the Central Bank;

Fund Assets means the Debt Securities and/or the Derivative Contracts and/or the Other Financial Instruments invested in by the Company on behalf of a Fund, as further described in the relevant Supplement;

Index means such financial index as specified in the Supplement for the relevant Fund including any Protected Index and or Protected Currency Index as defined therein;

Index Sponsor means the person defined as such in the relevant Supplement;

Initial Issue Date means the initial issue date of the Shares issued in respect of a Fund as specified in the relevant Supplement;

Initial Issue Price means the price (which is exclusive of any Preliminary Charge) per Share at which Shares are initially offered in a Fund, where applicable, during the Initial Offer Period as specified in the Supplement for the relevant Fund;

Initial Offer Period means, where applicable, the period during which Shares in a Fund are initially offered at the Initial Issue Price as specified in the Supplement for the relevant Fund;

Investment Account means (i) a separate temporary investment account or (ii) a separate disinvestment account as described in further detail under "Subscription for Shares" and "Repurchase of Shares";

Investment Advisor means, unless otherwise specifically stated in the Supplement for the relevant Fund, Citigroup Global Markets Limited or, in each case, any successor thereto duly appointed in accordance with the requirements of the Central Bank;

Investment Advisory Agreement means, in respect of any Fund, the investment advisory agreement relating to that Fund between the Company, the Manager and the relevant Investment Advisor as amended, supplemented or otherwise modified from time to time in accordance with the requirements of the Central Bank;

Investment Manager means such investment manager as may be appointed in respect of a specific Fund and as described in the Supplement for the relevant Fund and any successor thereto duly appointed in accordance with the requirements of the Central Bank;

Investment Management Agreement means, in respect of any Fund for which an Investment Manager is appointed, the investment management agreement relating to that Fund between the Company, the Manager

and the relevant Investment Manager, details of which shall be set out in the Supplement for the relevant Fund as amended, supplemented or otherwise modified from time to time in accordance with the requirements of the Central Bank;

Irish Resident means any person resident in Ireland or ordinarily resident in Ireland other than an Exempt Irish Shareholder (as defined in the Taxation section of the Prospectus);

Irish Stock Exchange means The Irish Stock Exchange Limited;

Management Agreement means the management agreement dated 29 February 2008 between the Company and the Manager as amended, supplemented or otherwise modified from time to time in accordance with the requirements of the Central Bank;

Manager means Capita Financial Managers (Ireland) Limited or any successor thereto duly appointed with the prior approval of the Central Bank as the manager of the Company;

Market Maker means any market maker which has been appointed to offer prices for the Shares on any exchange on which the Classes to which the Shares belong are listed;

Markets means the stock exchanges and regulated markets set out in Appendix I;

Minimum Additional Investment Amount means such minimum cash amount or minimum number of Shares as the case may be (if any) as the Directors may from time to time require to be invested in the Shares issued in respect of any Fund by each Shareholder (after investing the Minimum Initial Investment Amount) and as such is specified in the Supplement for the relevant Fund;

Minimum Fund Size means such amount (if any) as the Directors may consider for each Fund and as set out in the Supplement for the relevant Fund;

Minimum Initial Investment Amount means such minimum initial cash amount or minimum number of Shares as the case may be (if any) as the Directors may from time to time require to be invested by each Shareholder as its initial investment for Shares of each Class in a Fund either during the Initial Offer Period (if any) or on any subsequent Dealing Day and as such is specified in the Supplement for the relevant Fund;

Minimum Repurchase Amount means such minimum number or minimum value of Shares of any Class as the case may be (if any) which may be repurchased at any time by the Company and as such is specified in the Supplement for the relevant Fund;

Minimum Share Class Size means such amount (if any) as the Directors may consider for each Class and as set out in the Supplement for the relevant Fund;

Minimum Shareholding means such minimum number or minimum value of Shares of any Class as the case may be (if any) which must be held at any time by a Shareholder which shall at all times be greater than or equal to the Minimum Repurchase Amount and as such is specified in the Supplement for the relevant Class of Shares issued in respect of a Fund;

Moody's means Moody's Investors Service Inc.;

money market instruments means a money market instrument permitted by the Regulations and as further described in the relevant Supplement;

month means a calendar month;

Net Asset Value means, in respect of the assets and liabilities of a Fund, a Class or the Shares representing interests in a Fund, the amount determined in accordance with the principles set out in the "Calculation of Net Asset Value/Valuation of Assets" section below as the Net Asset Value of the Fund, the Net Asset Value of the Class or the Net Asset Value per Share, as applicable;

OECD Member States means the member states from time to time of the Organisation for Economic Co-operation and Development;

OTC derivative means a Financial Derivative Instrument which is dealt in an over-the-counter market;

Other Financial Instruments means any cash and/or financial instruments or securities or deposits issued or provided by an Approved Counterparty, other than Debt Securities or Derivative Contracts that may be recommended and selected as an investment for the Company from time to time in respect of a Fund;

Portfolio means such portfolio of assets as specified in the Supplement for the relevant Fund including any Protected Portfolio or Protected Currency Portfolio as defined therein;

Portfolio Manager means the person defined as such in the relevant Supplement;

Preliminary Charge means the charge, if any, payable to the Distributor or Sub-Distributors on subscription for Shares as described under "Share Dealings – Subscription for Shares – Subscription Price" and specified in the relevant Supplement;

Promoter means Citibank International plc or any successor thereto duly appointed in accordance with the requirements of the Central Bank;

Reference Asset means (i) with respect to a Structured Fund the asset(s) to which such Fund is linked as further described in the relevant Supplement and (ii) with respect to a Tracking Fund the asset(s), the performance of which such Fund seeks to track, which normally is one or more indices or a basket of securities, as further described in the relevant Supplement;

Regulations means the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011 (Statutory Instrument No. 352 of 2011) as amended, supplemented, consolidated or otherwise modified from time to time including any condition that may from time to time be imposed thereunder by the Central Bank;

Relevant Declaration means the declaration relevant to the Shareholder as set out in Schedule 2B TCA;

Relevant Institution means any credit institution authorised in an EEA Member State or credit institution authorised within a signatory state (other than an EEA Member State) to the Basle Capital Convergence Agreement of July 1998;

Repurchase Charge means the charge if any (which shall not exceed 3%) to be paid out of the Repurchase Price which Shares may be subject to, as described under "Share Dealings - Repurchase of Shares - Repurchase Price" and specified in the relevant Supplements;

Repurchase Price means the price at which Shares are repurchased (before deduction of any Repurchase Charge or other charges, expenses or taxes), as described under "Share Dealings - Repurchase of Shares – Repurchase Price";

Repurchase Proceeds means the Repurchase Price less the Repurchase Charge and any other charges, costs, expenses or taxes, as described under "Share Dealings – Repurchase of Shares – Payment of Repurchase Proceeds";

Revenue Commissioners means the Irish Revenue Commissioners;

Settlement Date means, in respect of receipt of monies for subscription for Shares or dispatch of monies for the repurchase of Shares, the date specified in the Supplement for the relevant Fund. In the case of repurchases this date will be no more than ten Business Days after the relevant Dealing Deadline, or if later, the receipt of completed repurchase documentation;

Shares means the participating shares in the Company representing interests in a Fund and where the context so permits or requires any Class of participating shares representing interests in a Fund;

Shareholder means any holder of Shares, all such Shareholders being referred to herein as the **Shareholders**;

Standard & Poor's means Standard & Poor's Financial Services LLC, a subsidiary of The McGraw-Hill Companies Inc.;

Sterling, GBP and £ means the lawful currency of the United Kingdom;

Sub-Distributor means any sub-distributor appointed by the Distributor in accordance with the requirements of the Central Bank Notices as a sub-distributor to the Company;

Supplement means any supplement to the Prospectus issued on behalf of the Company in relation to a Fund from time to time;

TCA means the Irish Taxes Consolidation Act, 1997, as amended;

transferable securities means: transferable securities permitted by the Regulations and as further described in the relevant Supplement;

UCITS means an undertaking for collective investment in transferable securities which is authorised under the Regulations or authorised by a competent authority in another member state of the European Union in accordance with Council Directive of 2009/65/EC dated 13 July 2009, as amended, supplemented, consolidated or otherwise modified from time to time:

- (i) the sole object of which is the collective investment in transferable securities and/or in other financial instruments of capital raised from the public and which operates on the principle of risk-spreading; and
- (ii) the shares of which are, at the request of holders, repurchased or redeemed, directly or indirectly, out of that undertaking's assets;

Underlying Assets means, in respect of each Reference Asset, any notional asset constituting the Reference Asset. Where available and published, details of those Underlying Assets for an Index may be found in the relevant Supplement;

United Kingdom and **UK** means the United Kingdom of Great Britain and Northern Ireland;

United States and **U.S.** means the United States of America, its territories and possessions;

U.S. Dollars, USD, Dollars and **\$** means the lawful currency of the United States;

U.S. Person means, unless otherwise determined by the Directors, (i) a natural person who is a resident of the United States; (ii) a corporation, partnership or other entity, other than an entity organised principally for passive investment, organised under the laws of the United States and which has its principal place of business in the United States; (iii) an estate or trust, the income of which is subject to United States income tax regardless of the source; (iv) a pension plan for the employees, officers or principals of an entity organised and with its principal place of business in the United States; (v) an entity organised principally for passive investment such as a pool, investment company or other similar entity; provided, that units of participation in the entity held by U.S. Persons as "qualified eligible persons" (within the meaning of CFTC Regulations – Part 4) represent in the aggregate 10% or more of the beneficial interests in the entity, unless such entity was formed principally for the purpose of investment by U.S. Persons in a commodity pool the operator of which is exempt from certain requirements of CFTC Regulations – Part 4 by virtue of its participants being non-U.S. Persons; or (vi) any other "U.S. Person" as such term may be defined in Regulation S under the U.S. Securities Act of 1933, as amended, or within the meaning of CFTC Regulations – Part 4; and

Valuation Point means the time on any Dealing Day by reference to which the Net Asset Value of a Fund and the Net Asset Value per Share in respect of the corresponding Dealing Day are calculated as is specified in the Supplement for the relevant Fund provided that there shall be at least two Valuation Points in every month.

EXECUTIVE SUMMARY

The Company has segregated liability between its Funds and accordingly any liability incurred on behalf of or attributable to any Fund shall be discharged solely out of the assets of that Fund.

This section is a brief overview of certain of the important information set out in this Prospectus. It is not a complete description of all of the important information to be considered in connection with an investment in the Shares issued in respect of a Fund and should be read in conjunction with, and is subject to the full provisions set out in this Prospectus and the Supplement relating to the relevant Shares.

Company

The Company is an investment company with variable capital incorporated on 1 February 2008 and authorised in Ireland as an undertaking for collective investment in transferable securities pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011 (S.I. No. 352 of 2011) as may be amended, supplemented or consolidated from time to time.

Funds

The Company is structured as an open-ended umbrella company in that Shares representing interests in different Funds may be issued from time to time by the Directors. Shares of more than one Class may be issued in relation to a Fund. All Shares of each Class will rank *pari passu* save as provided for in the relevant Supplement. On the introduction of any new Fund (for which prior Central Bank approval is required) or any new Class of Shares (which must be issued in accordance with the requirements of the Central Bank Notices), the Company will prepare and the Directors will issue a Supplement setting out the relevant details of each such Fund or new Class of Shares. A separate pool of assets will be maintained for each Fund (and accordingly not for each Class of Shares) and will be invested in accordance with the investment objective and policies applicable to such Fund. Particulars relating to individual Funds and the Classes of Shares available therein are set out in the relevant Supplement.

Investment Objective and Policies

Structured Funds

The investment objective of such Funds is to provide the investors with a return (at the Final Repurchase Date, on each Dealing Day or as otherwise specified as applicable) linked to a Reference Asset (as specified in the relevant Supplement).

In order to achieve the investment objective, the Shareholders of a Fund will be exposed to the performance of the relevant Reference Asset.

Such Funds will generally not invest directly (and/or fully) in the Reference Asset. These Funds will instead invest a substantial majority of their net proceeds of any issue of Shares (whether on the relevant Initial Issue Date or subsequently) in Fund Assets in accordance with the investment restrictions and will exchange all or part of the performance and/or income of the Fund Assets to gain exposure to the Reference Asset. The balance of the net proceeds of any issue of Shares by a Fund (if any) shall be held as Other Financial Instruments.

The return that the Shareholder will receive will be dependent on the performance of the Fund Assets, the performance of the Reference Asset and the performance of any techniques used to link the Fund Assets to the Reference Asset. **There is no assurance that the investment objective of any Fund whose performance is linked to a Reference Asset will actually be achieved.**

The Fund Assets and any techniques used to link the Fund Assets to the Reference Asset will be managed by the Manager. The management of the Fund Assets will generally not involve the active buying and selling of securities on the basis of investment judgement and economic, financial and market analysis.

Funds with a Final Repurchase Date will follow an investment policy that aims at providing investors with a predefined payout upon the Final Repurchase Date and/or may provide for a predefined dividend payout during the life of the Fund. The ability to provide investors with such a predefined payout is dependent upon a number

of parameters, including market movements between the determination of the payout upon the structuring of the Fund and the Fund's Initial Issue Date. In order to mitigate these market movements which could affect the payout, the Fund may, in accordance with the investment restrictions, agree to take over pre-hedging arrangements (if any) that the Approved Counterparty may have entered into. The Fund will bear the costs and expenses relating to such pre-hedging arrangements and such pre-hedging arrangements will be agreed to by taking into account the interests of the Shareholders.

Tracking Funds

The investment objective of this category of Funds is to aim to replicate or track the performance of the Reference Asset.

Each Fund aims to replicate or track, before fees and expenses, the performance of a Reference Asset constituted by the Underlying Assets. Accordingly, each Fund is not managed according to active investment management techniques, but a passive approach is applied to each Fund by indexing techniques.

Each Fund will be designed to achieve a level of tracking accuracy whereby the expected normal annual difference in returns, before fees and expenses, between the performance of the Fund's Shares and that Fund's Reference Asset will not be substantial. However, exceptional circumstances, such as, but not limited to, disruptive market conditions or extremely volatile markets, may arise which cause such a Fund's tracking accuracy to diverge substantially from the Reference Asset. Additionally, in relation to certain Funds and the composition of each of their Reference Assets, it may not be practicably possible, for example because of the investment restrictions or liquidity constraints, to achieve such a level of tracking accuracy. Details of the level of any anticipated tracking error (if any) will be set out in the Supplement for any relevant Fund. The annual and semi-annual reports will state the size of the tracking error at the end of the period under review.

Each Fund will, unless otherwise specifically stated in the Supplement for the relevant Fund, generally be invested in the Underlying Assets of the relevant Reference Asset and will, subject to the concentration limits discussed below, normally aim to invest a substantial part of its total assets in the Underlying Assets of the Reference Asset. Each Fund of this category may hold transferable securities tracking the Reference Asset in accordance with the investment restrictions. Such transferable securities will allow a more practicable management of the Fund.

Due to various factors, including the Fund's fees and expenses involved, the concentration limits described in the investment restrictions, other legal or regulatory restrictions, and, in certain instances, certain securities being illiquid, it may not be possible or practicable to purchase all of the Underlying Assets in their weightings or purchase certain of them at all. Investors should consult the "Risk Factors" below. **There is no assurance that the investment objective of any Fund tracking the performance of the Reference Asset will actually be achieved.**

The Company may offer other types of funds which will be disclosed in the Supplement for the relevant Fund.

Classes of Shares

The Directors may decide to create different Classes of Shares in respect of each Fund. All Classes of Shares relating to the same Fund will be invested in accordance with such Fund's investment objective but may differ amongst other things with regard to their fee structure, currency, Minimum Initial Investment Amount, Minimum Additional Investment Amount, Minimum Shareholding, Minimum Repurchase Amount, Minimum Share Class Size, dividend policies (including the dates, amounts and payments of any dividends), investor eligibility criteria or other particular feature(s) as the Directors will decide. A separate Net Asset Value per Share will be calculated for each issued Class of Shares in relation to each Fund. The different features of each Class of Shares available relating to a Fund are described in detail in the relevant Supplement.

The Company reserves the right to offer only one or several Classes of Shares for purchase by investors in any particular jurisdiction in order to conform to local law, custom or business practice. The Company also reserves the right to adopt standards applicable to certain classes of investors or transactions in respect of the purchase of a particular Class of Shares.

Dividend Policy

The Directors decide the dividend policies and arrangements relating to each Fund and details are set out where applicable in the relevant Supplement. Under the Articles, the Directors are entitled to declare dividends out of the relevant Fund being: (i) the accumulated revenue (consisting of all revenue accrued including interest and

dividends) less expenses of the relevant Fund and/or (ii) realised and unrealised capital gains on the disposal/valuation of investments and other funds less realised and unrealised accumulated capital losses of the relevant Fund and/or (iii) the capital of the relevant Fund. **Where dividends will be paid out of the capital of the relevant Fund, this will be disclosed in the relevant Supplement.** The Directors may satisfy any dividend due to Shareholders in whole or in part by distributing to them *in specie* any of the assets of the relevant Fund, and in particular any investments to which the relevant Fund is entitled. A Shareholder may require the Company instead of transferring any assets *in specie* to him, to arrange for a sale of the assets and for payment to the Shareholder of the net proceeds of the same. The Company will be obliged and entitled to deduct an amount in respect of Irish taxation from any dividend payable to a Shareholder in any Fund who is or is deemed to be an Irish Resident and pay such sum to the Irish tax authorities. Shareholders should note that the share capital of the Company relating to certain Funds will decrease over time as the Company on behalf of those Funds will make dividend payments out of the share capital of the Company relating to those Funds.

Risk Factors

An investment in a Fund involves a number of risks, including a possible loss of the amount invested. Moreover, there can be no guarantee or assurance that a Fund will achieve its investment objective. A more detailed description of certain risk factors relevant to investors in the Funds is set out herein in a section entitled "Risk Factors" and the section of the relevant Supplement headed "Risk Factors". Each investor should carefully review the risks associated with the investment and make a determination based upon the investor's own particular circumstances, that the investment is consistent with the investor's investment objectives.

Subscription of Shares

Shares will be offered for subscription during the Initial Offer Period, where applicable, at the Initial Issue Price plus the Preliminary Charge (if applicable) as described in "Share Dealings - Subscription for Shares". Subsequent subscriptions will be made at the Net Asset Value per Share of the relevant Class plus the Preliminary Charge (if applicable) as described in "Subscription for Shares".

Repurchase of Shares

Shares will be repurchased at the applicable Net Asset Value per Share of the relevant Class as described in "Share Dealings - Repurchase of Shares".

Exchanges of Shares

Exchanges of Shares of any Class of any Fund may be made into Shares of another Class which are being offered at that time (such Class being of the same Fund or a different Fund) to the extent authorised in the Supplement and as described in "Share Dealings - Exchange of Shares".

Dealing Fees

(a) Preliminary Charge

Shares are subject to a Preliminary Charge which will be calculated on the Initial Issue Price or the Net Asset Value per Share as described under "Share Dealings - Subscription for Shares – Subscription Price".

(b) Exchange Charge

An Exchange Charge of up to 3% of the Repurchase Price of the Shares being exchanged may be charged by the Company on the exchange of Shares, as is specified in the Supplement for the relevant Fund.

(c) Repurchase Charge

Shares may be subject to a Repurchase Charge as specified in the Supplement for the relevant Fund which will be calculated on the Net Asset Value per Share, as described under "Share Dealings – Repurchase of Shares - Repurchase Price".

Other Fees and Expenses

Information on fees and expenses for each Fund can be found under the heading "Fees and Expenses" of this

Prospectus and the relevant Supplement.

Reports and Accounts

The Company's year end is 30 June in each year. The annual report and audited accounts of the Company will, if Shares in respect of a Fund are listed on the Irish Stock Exchange, be sent to the Irish Stock Exchange and made available to Shareholders within four months after the conclusion of each accounting year and at least 21 days before the general meeting of the Company at which they are to be submitted for approval. The Company will also prepare unaudited semi-annual reports which will, if Shares in respect of a Fund are listed on the Irish Stock Exchange, be sent to the Irish Stock Exchange and made available to Shareholders within two months after 31 December in each year.

Such reports and accounts will contain a statement of the Net Asset Value of each Fund and of the investments comprised therein as at the Company's year end or the end of such semi-annual period.

Listing

Application may be made to list certain Classes of the Shares on the Irish Stock Exchange and/or any other stock exchange, as determined by the Directors.

FUNDS

Funds

The Company has adopted an “umbrella” structure to provide both institutional and individual investors with a choice of different Funds. Each Fund will be differentiated by its specific investment objective, policies, currency of denomination or other specific features as described in the relevant Supplement. A separate pool of assets is maintained for each Fund and is invested in accordance with each Fund’s respective investment objective.

Classes of Shares

The Directors may decide to create different Classes of Shares in respect of a Fund. All Classes of Shares relating to the same Fund will be invested in accordance with such Fund’s investment objective but each may differ amongst other things with regard to their fee structure, currency, Minimum Initial Investment Amount, Minimum Additional Investment Amount, Minimum Shareholding, Minimum Repurchase Amount, Minimum Share Class Size, dividend policies (including the dates, amounts and payments of any dividends), investor eligibility criteria or other particular feature(s) as the Directors will decide. A separate Net Asset Value per Share will be calculated for each issued Class of Shares in relation to each Fund. The different features of each Class of Shares available relating to a Fund are described in detail in the relevant Supplement.

The Company reserves the right to offer only one or several Classes of Shares for purchase by investors in any particular jurisdiction in order to conform to local law, custom or business practice. The Company also reserves the right to adopt standards applicable to certain classes of investors or transactions in respect of the purchase of a particular Class of Shares.

Investment Objective and Policies

The Articles provide that the investment objective and policies for each Fund will be formulated by the Directors at the time of the creation of that Fund. Details of the investment objective and policies for each Fund of the Company appear in the Supplement relating to the relevant Fund.

Any change in the investment objective or any material change to the investment policies of a Fund may only be made with the approval of an ordinary resolution of the Shareholders of the Fund. Subject and without prejudice to the preceding sentence of this paragraph, in the event of a change of investment objective and/or policies of a Fund, a reasonable notification period must be given to each Shareholder of the Fund to enable a Shareholder to have its Shares repurchased prior to the implementation of such change.

Under the rules of the Irish Stock Exchange, in the absence of unforeseen circumstances, the investment objective and policies for each listed Fund must be adhered to for at least three years following the admission of the Shares issued in respect of the relevant Fund to listing on the official list and trading on the main market of the Irish Stock Exchange. The rules also provide that any material change in the investment objective of each listed Fund or its policies during the said period may only be made with the approval of the Irish Stock Exchange and an ordinary resolution of the Shareholders of the relevant Fund.

The Company initially envisages offering two types of Funds:

- (i) **Structured Funds; and**
- (ii) **Tracking Funds.**

Structured Funds

The investment objective of such Funds is to provide the investors with a return (at the Final Repurchase Date, on each Dealing Day or as otherwise specified as applicable) linked to a Reference Asset (as specified in the relevant Supplement).

In order to achieve the investment objective, the Shareholders of a Fund will be exposed to the performance of the relevant Reference Asset.

Such Funds will generally not invest directly (and/or fully) in the Reference Asset. These Funds will instead invest a substantial majority of their net proceeds of any issue of Shares (whether on the relevant Initial Issue Date or subsequently) in Fund Assets in accordance with the investment restrictions and will exchange all or part of the performance and/or income of the Fund Assets to gain exposure to the Reference Asset. The balance of the net proceeds of any issue of Shares by a Fund (if any) shall be held as Other Financial Instruments.

The return that the Shareholder will receive will be dependent on the performance of the Fund Assets, the performance of the Reference Asset and the performance of any techniques used to link the Fund Assets to the Reference Asset. **There is no assurance that the investment objective of any Fund whose performance is linked to a Reference Asset will actually be achieved.**

The Fund Assets and any techniques used to link the Fund Assets to the Reference Asset will be managed by the Manager. The management of the Fund Assets will generally not involve the active buying and selling of securities on the basis of investment judgement and economic, financial and market analysis.

Funds with a Final Repurchase Date will follow an investment policy that aims at providing investors with a predefined payout upon the Final Repurchase Date and/or may provide for a predefined dividend payout during the life of the Fund. The ability to provide investors with such a predefined payout is dependent upon a number of parameters, including market movements between the determination of the payout upon the structuring of the Fund and the Fund's Initial Issue Date. In order to mitigate these market movements which could affect the payout, the Fund may, in accordance with the investment restrictions, agree to take over pre-hedging arrangements (if any) that the Approved Counterparty may have entered into. The Fund will bear the costs and expenses relating to such pre-hedging arrangements and such pre-hedging arrangements will be agreed to by taking into account the interests of the Shareholders.

Tracking Funds

The investment objective of this category of Funds is to aim to replicate or track the performance of the Reference Asset.

Each Fund aims to replicate or track, before fees and expenses, the performance of a Reference Asset by holding a portfolio of transferable securities that comprises all or substantially all of the Underlying Assets. Accordingly, each Fund is not managed according to active investment management techniques, but a passive approach is applied to each Fund by indexing techniques.

Each Fund will be designed to achieve a level of tracking accuracy whereby the expected normal annual difference in returns, before fees and expenses, between the performance of the Fund's Shares and that Fund's Reference Asset will not be substantial. However, exceptional circumstances, such as, but not limited to, disruptive market conditions or extremely volatile markets, may arise which cause such a Fund's tracking accuracy to diverge substantially from the Reference Asset. Additionally, in relation to certain Funds and the composition of each of their Reference Assets, it may not be practicably possible, for example because of the investment restrictions or liquidity constraints, to achieve such a level of tracking accuracy.

Each Fund will, unless otherwise specifically stated in the Supplement for the relevant Fund, generally be invested in the Underlying Assets of the relevant Reference Asset in proportion to their weighting in the Reference Asset and will, subject to the concentration limits discussed below, normally aim to invest a substantial part of its total assets in the Underlying Assets of its Reference Asset. Each Fund of this category may hold transferable securities tracking the Reference Asset in accordance with the investment restrictions. Such transferable securities will allow a more practicable management of the Fund.

Due to various factors, including the Fund's fees and expenses involved, the concentration limits described in the investment restrictions, other legal or regulatory restrictions, and, in certain instances, certain securities being illiquid, it may not be possible or practicable to purchase all of the Underlying Assets in their weightings or purchase certain of them at all. Investors should consult the "Risk Factors" below. **There is no assurance that the investment objective of any Fund tracking the performance of the Reference Asset will actually be achieved.**

Investment Restrictions

The investment restrictions applying to each Fund of the Company under the Regulations are set out below. These are, however, subject to the qualifications and exemptions contained in the Regulations and in the Central Bank Notices. Any additional investment restrictions for other Funds will be formulated by the Directors

at the time of the creation of such Fund.

The Directors may from time to time impose such further investment restrictions as shall be compatible with or in the interest of the Shareholders, in order to comply with the laws and regulations of the countries where Shareholders are placed.

1. Permitted Investments

Investments of a Fund are confined to:

- 1.1. Transferable securities and money market instruments which are either admitted to official listing on a stock exchange in an EU Member State or non-EU Member State or which are dealt on a market which is regulated, operates regularly, is recognised and open to the public in an EU Member State or non-EU Member State.
- 1.2. Recently issued transferable securities which will be admitted to official listing on a stock exchange or other market (as described above) within a year.
- 1.3. Money market instruments, as defined in the Central Bank Notices, other than those dealt on a regulated market.
- 1.4. Units of UCITS.
- 1.5. Units of non-UCITS as set out in the Central Bank's Guidance Note 2/03.
- 1.6. Deposits with credit institutions as prescribed in the Central Bank Notices.
- 1.7. Financial Derivative Instruments as prescribed in the Central Bank Notices.

2. Investment Limits

- 2.1. A Fund may invest no more than 10% of its Net Asset Value in transferable securities and money market instruments other than those referred to in paragraph 1.
- 2.2. A Fund may invest no more than 10% of its Net Asset Value in recently issued transferable securities which will be admitted to official listing on a stock exchange or other market (as described in paragraph 1.1) within a year. This restriction will not apply in relation to investment by the Fund in certain U.S. securities known as Rule 144A securities provided that:
 - 2.2.1. the securities are issued with an undertaking to register with the U.S. Securities and Exchanges Commission within one year of issue; and
 - 2.2.2. the securities are not illiquid securities i.e. they may be realised by the Fund within seven days at the price, or approximately at the price, at which they are valued by the Fund.
- 2.3. A Fund may invest no more than 10% of its Net Asset Value in transferable securities or money market instruments issued by the same body provided that the total value of transferable securities and money market instruments held in the issuing bodies in each of which it invests more than 5% is less than 40%.
- 2.4. Subject to the prior approval of the Central Bank, the limit of 10% (in 2.3) is raised to 25% in the case of bonds that are issued by a credit institution which has its registered office in an EU Member State and is subject by law to special public supervision designed to protect bond-holders. If a Fund invests more than 5% of its Net Asset Value in these bonds issued by one issuer, the total value of these investments may not exceed 80% of the Net Asset Value of the Fund.
- 2.5. The limit of 10% (in 2.3) is raised to 35% if the transferable securities or money market instruments are issued or guaranteed by an EU Member State or its local authorities or by a non-EU Member State or public international body of which one or more EU Member States are members.
- 2.6. The transferable securities and money market instruments referred to in 2.4. and 2.5 shall not be taken into account for the purpose of applying the limit of 40% referred to in 2.3.
- 2.7. A Fund may not invest more than 20% of its Net Asset Value in deposits made with the same credit

institution.

Deposits with any one credit institution, other than with Relevant Institutions held as ancillary liquidity, must not exceed 10% of the Net Asset Value of a Fund.

This limit may be raised to 20% in the case of deposits made with the Custodian.

- 2.8. The risk exposure of a Fund to a counterparty to an OTC derivative may not exceed 5% of its Net Asset Value.

This limit is raised to 10% in the case of Relevant Institutions.

- 2.9. Notwithstanding paragraphs 2.3, 2.7 and 2.8 above, a combination of two or more of the following issued by, or made or undertaken with, the same body may not exceed 20% of the Net Asset Value of a Fund:

2.9.1. investments in transferable securities or money market instruments;

2.9.2. deposits, and/or

2.9.3. risk exposures arising from OTC derivatives transactions.

- 2.10. The limits referred to in 2.3, 2.4, 2.5, 2.7, 2.8 and 2.9 above may not be combined such that exposure to a single body shall not exceed 35% of the Net Asset Value of a Fund.

- 2.11. Group companies are regarded as a single issuer for the purposes of 2.3, 2.4, 2.5, 2.7, 2.8 and 2.9. However, a limit of 20% of the Net Asset Value of a Fund may be applied to investment in transferable securities and money market instruments within the same group.

- 2.12. A Fund may invest up to 100% of its Net Asset Value in different transferable securities and money market instruments issued or guaranteed by any EU Member State, its local authorities, non-EU Member States or public international bodies of which one or more EU Member States are members or by Australia, Canada, Hong Kong, Japan, New Zealand, Switzerland, United States or any of the following:

OECD Member States, excluding those listed above (provided the relevant issues are investment grade)

European Investment Bank

European Bank for Reconstruction and Development

International Finance Corporation

International Monetary Fund

Euratom

The Asian Development Bank

European Central Bank

Council of Europe

Eurofima

African Development Bank

International Bank for Reconstruction and Development (The World Bank)

The Inter American Development Bank

European Union

Federal National Mortgage Association (Fannie Mae)

Federal Home Loan Mortgage Corporation (Freddie Mac)

Government National Mortgage Association (Ginnie Mae)

Student Loan Marketing Association (Sallie Mae)

Federal Home Loan Bank

Federal Farm Credit Bank

Tennessee Valley Authority

The Fund must hold securities from at least 6 different issues, with securities from any one issue not exceeding 30% of its Net Asset Value.

3. Investment in Collective Investment Schemes (CIS)

- 3.1. A Fund may not invest more than 20% of its Net Asset Value in any one CIS.
- 3.2. Investment in non-UCITS may not, in aggregate, exceed 30% of the Net Asset Value of a Fund.
- 3.3. i) Unless otherwise specified in the relevant Supplement, a Fund is prohibited from investing more than 10% of net assets in other CIS.
 ii) No CIS that any Fund invests in may itself invest more than 10% of its net assets in other CIS.
- 3.4. When a Fund invests in the units of other CIS that are managed, directly or by delegation, by the management company of the Company or by any other company with which the management company of the Company is linked by common management or control, or by a substantial direct or indirect holding, that management company or other company may not charge subscription, conversion or redemption fees on account of the Fund's investment in the units of such other CIS.
- 3.5. Where a commission (including a rebated commission) is received by the Fund manager/investment advisor by virtue of an investment in the units of another CIS, this commission must be paid into the property of the Fund.
- 4. Index Tracking UCITS
 - 4.1. A Fund may invest up to 20% of its Net Asset Value in shares and/or debt securities issued by the same body where the investment policy of the Fund is to replicate an index which satisfies the criteria set out in the Central Bank Notices and is recognised by the Central Bank.
 - 4.2. The limit in 4.1 may be raised to 35% of the Net Asset Value of the Fund, and applied to a single issuer, where this is justified by exceptional market conditions.
- 5. General Provisions
 - 5.1. An investment company, or management company acting in connection with all of the CIS it manages, may not acquire any shares carrying voting rights which would enable it to exercise significant influence over the management of an issuing body.
 - 5.2. A Fund may acquire no more than:
 - 5.2.1. 10% of the non-voting shares of any single issuing body;
 - 5.2.2. 10% of the debt securities of any single issuing body;
 - 5.2.3. 25% of the units of any single CIS;
 - 5.2.4. 10% of the money market instruments of any single issuing body.

The limits laid down in 5.2.2, 5.2.3 and 5.2.4 above may be disregarded at the time of acquisition if at that time the gross amount of the debt securities or of the money market instruments, or the net amount of the securities in issue cannot be calculated.

- 5.3. 5.1 and 5.2 shall not be applicable to:
 - 5.3.1. transferable securities and money market instruments issued or guaranteed by an EU Member State or its local authorities;
 - 5.3.2. transferable securities and money market instruments issued or guaranteed by a non-EU Member State;
 - 5.3.3. transferable securities and money market instruments issued by public international bodies of which one or more EU Member States are members;
 - 5.3.4. shares held by a Fund in the capital of a company incorporated in a non-EU member State which invests its assets mainly in the securities of issuing bodies having their registered offices in that State, where under the legislation of that State such a holding represents the only way in which the Fund can invest in the securities of issuing bodies of that State. This waiver is

applicable only if in its investment policies the company from the non-EU Member State complies with the limits laid down in 2.3 to 2.11, 3.1, 3.2, 5.1, 5.2, 5.4, 5.5 and 5.6 and provided that where these limits are exceeded, paragraphs 5.5 and 5.6 below are observed;

- 5.4. Shares held by an investment company in the capital of subsidiary companies carrying on only the business of management, advice or marketing in the country where the subsidiary is located, in regard to the repurchase of units at unit-holders' request exclusively on their behalf.
- 5.5. A Fund need not comply with the investment restrictions herein when exercising subscription rights attaching to transferable securities or money market instruments which form part of their assets.
- 5.6. The Central Bank may allow a recently authorised Fund to derogate from the provisions of 2.3 to 2.12, 3.1, 3.2 4.1 and 4.2 for six months following the date of its authorisation, provided it observes the principle of risk spreading.
- 5.7. If the limits laid down herein are exceeded for reasons beyond the control of a Fund, or as a result of the exercise of subscription rights, the Fund must adopt as a priority objective for its sales transactions the remedying of that situation, taking due account of the interests of its shareholders.
- 5.8. A Fund may not carry out uncovered sales of:
 - 5.8.1. transferable securities;
 - 5.8.2. money market instruments;
 - 5.8.3. units of CIS; or
 - 5.8.4. Financial Derivative Instruments.
- 5.9. A Fund may hold ancillary liquid assets.
- 5.10. A Fund will not take or seek to take legal or management control of the issuer of any of its underlying investments.
6. Financial Derivative Instruments
 - 6.1. A Fund's global exposure (as prescribed in the Central Bank Notices) relating to Financial Derivative Instruments must not exceed its Net Asset Value.
 - 6.2. Position exposure to the underlying assets of Financial Derivative Instruments, including embedded Financial Derivative Instruments in transferable securities or money market instruments, when combined where relevant with positions resulting from direct investments, may not exceed the investment limits set out in the Central Bank Notices. (This provision does not apply in the case of index based Financial Derivative Instruments provided the underlying index is one which meets with the criteria set out in the Central Bank Notices.)
 - 6.3. A Fund may invest in OTC derivatives provided that the counterparties to the OTC derivatives are institutions subject to prudential supervision and belonging to categories approved by the Central Bank.
 - 6.4. Investments in Financial Derivative Instruments are subject to the conditions and limits laid down by the Central Bank.

Efficient Portfolio Management

The Company on behalf of a Fund may employ techniques and instruments for the purposes of efficient portfolio management relating to transferable securities and/or other financial instruments in which it invests, a list of which shall be, where relevant, set out in the relevant Supplement. Where a Fund intends to use such techniques and instruments, this intention will be disclosed in the investment policies of the relevant Fund and will be set out in the relevant Supplement. When such techniques and instruments are used, they are undertaken with the intention of serving the best interests of the Shareholders and will generally be made for one or more of the following reasons:

- (a) the reduction of risk;

- (b) the reduction of cost; or
- (c) the generation of additional capital or income for the relevant Fund with an appropriate level of risk, taking into account the risk profile of each Fund as described in this Prospectus, each relevant Supplement and the risk diversification rules set out in the Central Bank's UCITS Notices.

In addition, it is intended that the use of such techniques and instruments are: i) realised in a cost-effective way, ii) shall not result in a change to the investment objective of the Fund, iii) nor add supplementary risks not already disclosed in this Prospectus or separately disclosed in the Supplement. Please refer to the section of this Prospectus entitled "Risk Factors; EPM Risk" for more details. The risks arising from the use of such techniques and instruments shall be adequately captured in the Company's risk management process.

Such techniques and instruments may also include foreign exchange transactions which alter the currency characteristics of Fund Assets where: i) such Fund Assets are denominated in a currency other than the Base Currency of the Fund and ii) changes in the exchange rate between the Base Currency and the currency of those Fund Assets may lead to a depreciation of the value of such Fund Assets as expressed in the Base Currency. The Manager may seek to mitigate this exchange rate risk by using Financial Derivative Instruments details of the use of any Financial Derivative Instruments shall be set out in the Supplement for the relevant Fund.

All the revenues arising from efficient portfolio management techniques, repurchase/reverse repurchase agreements and securities lending (as further described below) undertaken by the Company on behalf of a specific Fund shall be returned to the relevant Fund following the deduction of any direct and indirect operational costs and fees. No revenue arising in such manner shall be hidden from any Fund. Such direct and indirect operational costs and fees shall be fully transparent and include fees and expenses payable to repurchase/reverse repurchase agreements counterparties and/or securities lending agents engaged by the Company from time to time. Such fees and expenses of any repurchase/reverse repurchase agreements counterparties and/or securities lending agents engaged by the Company on behalf of the Fund will be at normal commercial rates together with VAT, if any, thereon, and will be borne by the Company on behalf of the Fund in respect of which the relevant party has been engaged. Details of all such revenues arising and attendant direct and indirect operational costs and fees, as well as the identity of any specific repurchase/reverse repurchase agreements counterparties and/or securities lending agents engaged by the Company from time to time shall be included in the Company's semi-annual and annual reports.

Repurchase/Reverse Repurchase Agreements and Securities Lending

The Company on behalf of a Fund may:

- (i) engage in lending securities owned by that Fund to certain market counterparties. This shall only occur on the basis of the ability of the Fund to, at any time, recall any security that has been lent out, or terminate any securities lending agreement into which it has entered;
- (ii) enter into a reverse repurchase agreement with certain market counterparties. This shall only occur on the basis of the ability of the Fund, within seven days, to recall the full amount of cash or to terminate the reverse repurchase agreement on either an accrued basis or a mark-to-market basis. When the cash is callable at any time on a mark-to-market basis, the mark-to-market value of the reverse repurchase agreement should be used for the calculation of the Net Asset Value of the Fund; or
- (iii) enter into a repurchase agreement with certain market counterparties. This shall only occur on the basis of the ability of the Fund, within seven days, to recall any securities subject to the repurchase agreement or to terminate the repurchase agreement into which it has entered.

From time to time, the Company on behalf of a Fund may engage repurchase/reverse repurchase agreements counterparties and/or securities lending agents that are related parties to the Custodian or other service providers of the Company. Such engagement may on occasion cause a conflict of interest with the role of the Custodian or other service provider in respect of the Company. Please refer to section "Potential Conflicts of Interest" for further details on the conditions applicable to any such related party transactions. The identity of any such related parties will be specifically identified in the Company's semi-annual and annual reports.

The counterparty to the repurchase/reverse repurchase agreement or securities lending agreement must have a minimum credit rating of A-2 or equivalent, or be deemed by the company to have an implied credit rating of A2 or equivalent. Alternatively, an unrated counterparty will be acceptable where the Company is indemnified or is

guaranteed against losses suffered as a result of a failure by the counterparty, by an entity which has and maintains a rating of A2 or equivalent.

Repurchase/reverse repurchase agreements or securities lending do not constitute borrowing or lending for the purposes of Regulation 103 and Regulation 111 respectively.

The Manager will, at least annually, review and/or confirm the arrangements for securities lending and repurchase/reverse repurchase agreements and associated fees invoiced to the relevant Fund, if any.

Collateral Policy

In the context of any exposure to Financial Derivative Instruments by any Fund, whether such exposure is gained by way of principal investment in such instruments or as a result of the use of efficient portfolio management techniques, collateral may be received from a counterparty for the benefit of such Fund or posted to a counterparty by or on behalf of any Fund. Any receipt or posting of collateral by any Fund will be conducted in accordance with the requirements of the Central Bank and the terms of the Company's collateral policy outlined below.

Collateral – Received by any Fund

Collateral posted by the counterparty for the benefit of any Fund may be taken into account as reducing the exposure to such counterparty. Such Fund will require receipt of the necessary level of collateral so as to ensure counterparty exposure limits are not breached. Counterparty risk may be reduced to the extent that the value of the collateral received corresponds with the value of the amount exposed to counterparty risk at any given time.

The Manager will liaise with the Custodian in order to manage all aspects of the counterparty collateral process. Risks linked to the management of collateral, such as operational and legal risks, shall be identified, managed and mitigated by the Company's risk management process. If any Fund receives collateral for at least 30% of its assets it will put in place an appropriate stress testing policy to ensure regular stress tests are carried out under normal and exceptional liquidity conditions to enable such Fund to assess the liquidity risk attached to the collateral. The liquidity stress testing policy will at least prescribe the following:

- (a) Design of stress test scenario analysis including calibration, certification and sensitivity analysis;
- (b) Empirical approach to impact assessment, including back-testing of liquidity risk estimates;
- (c) Reporting frequency and limit/loss tolerance threshold/s; and
- (d) Mitigation actions to reduce loss including haircut policy and gap risk protection.

For the purpose of providing margin or collateral in respect of transactions in techniques and instruments, the Custodian may transfer, mortgage, pledge, charge or encumber any assets or cash forming part of any Fund in accordance with normal market practice.

All assets received by any Fund in the context of the any Financial Derivative Instruments shall be considered as collateral and must comply with the terms of the Company's collateral policy.

Non-Cash Collateral

Collateral received must, at all times, meet with the following criteria:

- (i) **Liquidity:** Collateral received, other than cash, should be highly liquid and traded on a regulated market or multilateral trading facility with transparent pricing in order that it can be sold quickly at a price that is close to pre-sale valuation. Collateral received should also comply with the provisions of Regulation 74 of the Regulations.
- (ii) **Valuation:** Collateral received should be valued on at least a daily basis and assets that exhibit high price volatility should not be accepted as collateral unless suitably conservative haircuts are in place.
- (iii) **Issuer credit quality:** Collateral received should be of high quality.
- (iv) **Correlation:** Collateral received should be issued by an entity that is independent from the counterparty and is not expected to display a high correlation with the performance of the counterparty.

- (v) Diversification (asset concentration): Collateral should be sufficiently diversified in terms of country, markets and issuers with a maximum exposure to a given issuer of 20% of each Fund's Net Asset Value. When any Fund is exposed to different counterparties, the different baskets of collateral should be aggregated to calculate the 20% limit of exposure to a single issuer.

Notwithstanding the above paragraph, a Fund may be fully collateralised in different transferable securities and money market instruments issued or guaranteed by a Member State, one or more of its local authorities, a third country, or a public international body to which one or more Member States belong. In such circumstances, the relevant Fund must receive securities from at least six different issues, but securities from any single issue shall not account for more than 30% of that Fund's Net Asset Value. Where a Fund intends to be fully collateralised in securities issued or guaranteed by a Member State, it will be disclosed, as appropriate, in the Supplement for the relevant Fund.

- (vi) Immediately available: Collateral received should be capable of being fully enforced by any Fund at any time without reference to or approval from the counterparty.
- (vii) Safe-keeping: Collateral received on a title transfer basis should be held by the Custodian or its agent. For other types of collateral arrangement, the collateral can be held by a third party custodian which is subject to prudential supervision, and which is unrelated to the provider of the collateral.
- (viii) Haircuts: The Manager, on behalf of each Fund, shall apply suitably conservative haircuts to assets being received as collateral where appropriate on the basis of an assessment of the characteristics of the assets such as the credit standing or the price volatility, as well as the outcome of any stress tests performed as referred to above. The Manager has determined that generally if the issuer or issue credit quality of the collateral is not of the necessary quality or the collateral carries a significant level of price volatility with regard to residual maturity or other factors, a conservative haircut must be applied in accordance with more specific guidelines as will be maintained in writing by the Manager on an on-going basis. However, the application of such a haircut will be determined on a case by case basis, depending on the exact details of the assessment of the collateral. The Manager, in its discretion, may consider it appropriate in certain circumstances to resolve to accept certain collateral with more conservative, less conservative or no haircuts applied if it so determines, on an objectively justifiable basis. Any extenuating circumstances that warrant the acceptance of relevant collateral with haircut provisions other than the guideline levels must be outlined in writing. Documentation of the rationale behind this is imperative.

Non-cash collateral cannot be sold, pledged or re-invested.

Cash Collateral

Cash collateral may not be invested other than in the following:

- (i) deposits with relevant institutions;
- (ii) high-quality government bonds; and
- (iii) short-term money market funds as defined in the ESMA Guidelines on a Common Definition of European Money Market Funds (ref CESR/10-049).

Invested cash collateral should be diversified in accordance with the diversification requirement applicable to non-cash collateral outlined above in paragraph (v) above under the heading "Non-Cash Collateral". Invested cash collateral may not be placed on deposit with the counterparty or a related entity. Exposure created through the reinvestment of collateral must be taken into account in determining risk exposures to a counterparty. Re-investment of cash collateral in accordance with the provisions above can still present additional risk for any Fund.

Collateral – Posted by any Fund

Collateral posted to a counterparty by or on behalf of each Fund must be taken into account when calculating counterparty risk exposure. Collateral posted to a counterparty and collateral received by such counterparty may be taken into account on a net basis provided such Fund is able to legally enforce netting arrangements with the counterparty

Substitution of Reference Assets

The Directors may, if they consider it to be in accordance with the applicable rules and in the interests of the Company or any relevant Fund to do so, to substitute the existing Reference Asset of a Fund for another Reference Asset.

The Directors may, for instance, decide to substitute such a Reference Asset in the following circumstances:

- (i) the Financial Derivative Instruments which are necessary for the implementation of the relevant Fund's investment objective cease to be available in a manner which is regarded as acceptable by the Directors;
- (ii) the accuracy and availability of data of a particular Reference Asset has deteriorated;
- (iii) the components of the Reference Asset would cause the Fund (if it were to follow the Reference Asset closely) to be in breach of the limits set out under "Investment Restrictions" and/or materially affect the taxation or fiscal treatment of the Company or any of its Shareholders;
- (iv) the particular Reference Asset ceases to exist or, in the determination of the Directors, there is a material change in the formula for or the method of calculating a component of the Reference Asset or there is a material modification of the component of the Reference Asset;
- (v) the Approved Counterparty notifies the Company that there is limited liquidity in a portion of the component securities of the Reference Asset;
- (vi) the Index Sponsor increases its license fees to a level which the Directors consider excessive; or
- (vii) any successor Index Sponsor is not considered acceptable by the Directors.

The above list is indicative only and cannot be understood as being exhaustive or limiting the ability of the Directors to change the Reference Asset in any other circumstances as the Directors consider appropriate. The Shareholders of the relevant Fund will be notified of the decision of the Directors to proceed to substitute the Reference Asset. The Supplement will be updated in case of substitution of the existing Reference Asset of a Fund for another Reference Asset.

Reliance on Index Sponsors

The Manager will rely solely on the applicable Index Sponsor for information as to the composition and/or weighting of the components within an Index. If the Manager is unable to obtain or process such information then the composition and/or weighting of the Index most recently published may, subject to the Manager's overall discretion, be used by the Fund for the purpose of all adjustments.

Borrowing and Lending Powers

The Company may only borrow, for the account of a Fund, up to 10% of the Net Asset Value of a Fund provided that such borrowing is for a period of up to one month to cover a cash shortfall caused by mismatched settlement dates on purchase and sale transactions or on a temporary basis to finance repurchases. The assets of such Fund may be charged as security for any such borrowings. The Company may acquire foreign currency by means of a back to back loan agreement(s). Foreign currency obtained in this manner is not classified as borrowing for the above mentioned 10% limit provided that the offsetting deposit (a) is denominated in the Base Currency of the Fund and (b) equals or exceeds the value of the foreign currency loan outstanding.

The Company may not borrow for investment purposes.

Without prejudice to the powers of the Company to invest in transferable securities, the Company may not lend cash, or act as guarantor on behalf of third parties.

Any special borrowing restrictions relating to a Fund will be formulated by the Directors at the time of the creation of a Fund. There are no special borrowing restrictions currently in operation.

Charges and Expenses

When the Company on behalf of a Fund invests in the shares of other UCITS or collective investment

undertakings or both and those other UCITS or collective investment undertakings are managed, directly or by delegation, by the Manager or by any other company with which the Manager is linked by common management or control, or by a substantial direct or indirect holding, the Manager or other company shall not charge subscription, conversion or repurchase fees on account of the investment by the Company on behalf of the Fund in the shares of such other UCITS or collective investment undertakings or both, as the case may be.

If the Company on behalf of a Fund invests a substantial proportion of its net assets in other UCITS or non-UCITS collective investment undertakings or both, the maximum level of the management fees that may be charged to the Fund by such UCITS or non-UCITS collective investment undertakings or both, as the case may be, will be set out in the relevant Supplement. Details of such fees will also be contained in the Company's annual report.

Dividend Policy

The Directors decide the dividend policy and arrangements relating to each Fund and details are set out where applicable in the relevant Supplement. Under the Articles, the Directors are entitled to declare dividends out of the relevant Fund being: (i) the accumulated revenue (consisting of all revenue accrued including interest and dividends) less expenses of the relevant Fund and/or (ii) realised and unrealised capital gains on the disposal/valuation of investments and other funds less realised and unrealised accumulated capital losses of the relevant Fund and/or (iii) the capital of the relevant Fund. **Where dividends will be paid out of the capital of the relevant Fund, this will be disclosed in the relevant Supplement.** The Directors may satisfy any dividend due to Shareholders in whole or in part by distributing to them *in specie* any of the assets of the relevant Fund, and in particular any investments to which the relevant Fund is entitled. A Shareholder may require the Company instead of transferring any assets *in specie* to him, to arrange for a sale of the assets and for payment to the Shareholder of the net proceeds of the same. The Company will be obliged and entitled to deduct an amount in respect of Irish taxation from any dividend payable to a Shareholder in any Fund who is or is deemed to be an Irish Resident and pay such sum to the Irish tax authorities. Shareholders should note that the share capital of the Company relating to certain Funds will decrease over time as the Company on behalf of those Funds will make dividend payments out of the share capital of the Company relating to those Funds.

Dividends not claimed within six years from their due date will lapse and revert to the relevant Fund.

Dividends payable to Shareholders will be paid by electronic transfer to the bank account designated by the Shareholder in which case the dividend will be paid at the expense of the payee and will be paid within four months of the date the Directors declared the dividend.

The dividend policies for each Fund are set out in the Supplement for the relevant Fund.

RISK FACTORS

The following is a general discussion of a number of risks which may affect the value of Shares. See also the section of the relevant Supplement headed "Risk Factors" (if any) for a discussion of additional risks particular to a specific issue of Shares. Such risks are not, nor are they intended to be, exhaustive. Not all risks listed necessarily apply to each issue of Shares, and there may be other considerations that should be taken into account in relation to a particular issue. What factors will be of relevance to a particular Fund will depend upon a number of interrelated matters including, but not limited to, the nature of the Shares, the Reference Asset (if applicable), the Fund Asset (if applicable) and the derivatives to link the two.

Prospective investors should determine whether an investment in the Shares of any Class is appropriate in their particular circumstances and should consult with their legal, business and tax advisers to determine the consequences of an investment in the Shares of any Class and to arrive at their own evaluation of the investment. Investment in the Shares of any Class is only suitable for investors who:

- (a) have the requisite knowledge and experience in financial and business matters to evaluate the merits and risks associated with an investment in the Shares of the relevant Class;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate such merits and risks in the context of their financial situation; and
- (c) are capable of bearing the economic risk of an investment in the Shares of the relevant Class.

Prospective investors should make their own independent decision to invest in the Shares of the relevant Class and as to whether an investment in the Shares of the relevant Class is appropriate or suitable to them based upon their own judgement and upon advice from such advisers as they may deem necessary. Prospective investors should not rely on any information communicated (in any manner) by the Company or an Investment Manager or the Investment Advisor or any of their respective affiliates as investment advice or as recommendation to invest in the Shares of the relevant Class, which shall include, amongst other things, any such information, explanations or discussions concerning the terms and conditions of the Shares of the relevant Class, or related features.

Introduction

The value of investments and the income from them, and therefore the value of and income from Shares relating to a Fund can go down as well as up and an investor may not get back the amount he invests. Due to the Preliminary Charge and Repurchase Charge which may be payable on the Shares, an investment in Shares should be viewed as medium to long term.

Investors should only reach an investment decision after careful consideration with their legal, tax, accounting, financial and other advisers. The legal, regulatory, tax and accounting treatment of the Shares can vary in different jurisdictions. Any descriptions of the Shares set out in the Prospectus and/or a Supplement are for general information purposes only. Investors should recognise that the Shares may decline in value and should be prepared to sustain a total loss of their investment. Circumstances giving rise to risk factors may occur simultaneously and/or may compound each other resulting in an unpredictable effect on the value of the Shares.

General Risks

Valuation of the Shares: The value of a Share will fluctuate as a result of, amongst other things, changes in the value of the Fund Assets, the Reference Asset and, where applicable, the derivatives used to link the two.

Valuation of the Reference Asset and the Fund Assets: The Fund Assets, the Reference Asset or the derivative techniques used to link the two may be complex and specialist in nature. Valuations for such assets or derivative techniques will only usually be available from a limited number of market professionals which frequently act as counterparties to the transactions to be valued. Such valuations are often subjective and there may be substantial differences between any available valuations.

Exchange Rates: An investment in the Shares may directly or indirectly involve exchange rate risk.

Interest Rates: Fluctuations in interest rates of the currency or currencies in which the Shares, the Fund Assets

and/or the Reference Asset are denominated may affect financing costs and the real value of the Shares.

Inflation: The rate of inflation will affect the actual rate of return on the Shares. A Reference Asset may reference the rate of inflation.

Yield: Returns on Shares may not be directly comparable to the yields which could be earned if any investment were instead made in any underlying Fund Assets or Reference Asset.

Correlation: The Shares may not correlate either perfectly or highly with movements in the value of Fund Assets and/or the Reference Asset.

Volatility: The value of the Shares may be affected by market volatility and/or the volatility of the Fund Assets and/or the Reference Asset.

Credit Risk: The ability of the Company to make payments to Shareholders in respect of the Shares will be diminished to the extent of any other liabilities undertaken by, or imposed on, the Company. Any Fund Assets, Reference Asset or derivative technique used to link the two may involve the risk that the counterparty to such arrangements may default on any obligations to perform thereunder.

Liquidity Risk: Certain types of securities may be difficult to buy or sell, particularly during adverse market conditions, which may affect their value. The fact that the Shares may be listed on a stock exchange is not an assurance of liquidity in the Shares. There can be no assurance that a market will continually be made for any of the Shares or that such market will be or remain liquid.

Leverage: The Fund Assets, Reference Asset and the derivative techniques used to link the two may comprise elements of leverage (or borrowings) which may potentially magnify losses and may result in losses greater than the amount borrowed or invested.

Political Factors, Emerging Market and Non-OECD Member State Assets: The performance of the Shares and/or the possibility to purchase, sell, or repurchase the Shares may be affected by changes in general economic conditions and uncertainties such as political developments, changes in government policies, the imposition of restrictions on the transfer of capital and changes in regulatory requirements. Such risks can be heightened in investments in, or relating to, emerging markets or non-OECD member states. In addition, local custody services remain underdeveloped in many non-OECD and emerging market countries and there is a transaction and custody risk involved in dealing in such markets. In certain circumstances, a Fund may not be able to recover or may encounter delays in the recovery of some of its assets. Furthermore, the legal infrastructure and accounting, auditing and reporting standards in emerging markets or non-OECD member states, may not provide the same degree of investor information or protection as would generally apply to major markets.

Capital Protection: Shares may be expressed to be fully or partially protected. In certain circumstances, such protection may not apply. Shareholders may be required to hold their Shares until maturity in order fully to realise the maximum protection available. Shareholders should read the terms of any protection with great care. Specifically, it should be noted that, unless otherwise expressly provided, it is unlikely that protection levels will be based on the price at which Shareholders may purchase the Shares in the secondary market (if any).

Path Dependency: Shares may be linked to products which are path dependant. This means that any decision or determination made (whether pursuant to the exercise of a discretion, in consequence of an error or otherwise) can have a cumulative effect and may result in the value of such product over time being significantly different from the value it would have been had the decision been made or discretion been exercised in an alternative manner.

Share Subscriptions and Repurchases: Provisions relating to the subscription and repurchase of Shares grant the Company discretion to limit the amount of Shares available for subscription or repurchase on any Dealing Day and, in conjunction with such limitations, to defer or pro rata such subscription or repurchase. In addition, where requests for subscription or repurchase are received late, there will be a delay between the time of submission of the request and the actual date of subscription or repurchase. Such deferrals or delays may operate to decrease the number of Shares or the repurchase amount to be received.

Listing : There can be no certainty that a listing on any stock exchange applied for by the Company will be achieved and/or maintained.

Legal and Regulatory: The Company must comply with regulatory constraints or changes in the laws affecting it,

the Shares, or the Investment Restrictions, which might require a change in the investment policy and objectives followed by a Fund. The Fund Assets, the Reference Asset and the derivative techniques used to link the two may also be subject to change in laws or regulations and/or regulatory action which may affect their value.

Nominee Arrangements: Where an investor invests in Shares via the distributor and/or a nominee or holds interests in Shares through a Clearing System, such Shareholder will typically not appear on the Register of the Company and may not therefore be able to exercise voting or other rights available to those persons appearing on the Register.

Use of Derivatives

General: In certain circumstances, a Fund may be invested in securities which differ from the constituents of an Index or Reference Asset used as the point of reference in determining the performance of that Fund. In such cases, derivatives will be used to achieve the investment exposure expressed in the investment policy relating to such Fund. While the prudent use of such derivatives can be beneficial, derivatives also involve risks which, in certain cases, can be greater than the risks presented by investing directly in the constituents of the Index or Reference Asset. If so provided in its investment policy, any Fund may also engage in various strategies with the intention of reducing certain of their risks and for attempting to enhance return. These strategies may include the use of derivative instruments such as options, warrants, swaps and/or futures. Such strategies may be unsuccessful and incur losses for that Fund. The following is a general discussion of important risk factors and issues concerning the use of derivatives that investors should understand before investing in a Fund. There may be transaction costs associated with the use of derivatives.

Control and Monitoring: Derivative products are highly specialised instruments that require investment techniques and risk analyses different from those associated with equity and fixed income securities. The use of derivative techniques requires an understanding not only of the relevant Index or Reference Asset but also of the derivative itself. In particular, the use and complexity of derivatives require: i) the maintenance of adequate controls to monitor the transactions entered into in respect of each derivative, ii) the ability to assess the risk that a derivative adds to a Fund and iii) the ability to forecast any relevant price, interest rate or currency rate movements correctly.

Liquidity Risk: Liquidity risk exists when a particular instrument is difficult to purchase or sell. If a derivative transaction is particularly large or if the relevant market is illiquid as is the case with many privately negotiated derivatives, it may not be possible to initiate a transaction or liquidate a position at an advantageous price, or at all.

Credit Risk and Counterparty Risk: The Company on behalf of a Fund may enter into transactions in over-the-counter markets, which will expose the Fund to the creditworthiness of its counterparties with whom they transact and may require the Fund to place margin or Collateral in respect of transactions undertaken in such markets. For example, the Company on behalf of the Fund may enter into repurchase agreements, forward contracts, options and swap arrangements or use other derivative techniques, each of which exposes the Fund to the risk that the counterparty may default on its obligations to perform under the relevant contract. In the event of the bankruptcy or insolvency of a counterparty, the Fund could experience delays in liquidating the position. Significant losses could arise due to: i) declines in the value of the Fund's investment exposure to such transactions during the period in which it seeks to enforce its rights, ii) the expenditure of fees and expenses as the Company, for and on behalf of the Fund, seeks to enforce its rights, and iii) the inability to realise any gains on such transactions during such period. There is also a possibility that the above agreements are terminated due, for instance, to bankruptcy, supervening illegality or change to the tax or accounting laws from those pre-existing at the time the agreement originated. In such circumstances, investors may be unable to recover any losses incurred. Derivative contracts such as swaps entered into by the Company on behalf of a Fund on the advice of the relevant Investment Manager or Investment Adviser involve credit risk that could also result in a loss to the relevant Fund.

Although a Fund may enter into derivative transactions with one or more counterparties, there is no requirement for the Fund to execute transactions with more than one counterparty and consequently, counterparty risk may be concentrated in a single counterparty or a small number of counterparties. Further, there is typically no obligation on the defaulting counterparty under derivative agreements to ensure that it is substituted by a different (and solvent) counterparty able and willing to reimburse the Fund for any loss which may arise as a result of such counterparty's default.

Legal Risk: The Company must comply with regulatory constraints or changes in the laws affecting it, the Shares, or the limits set out herein in the section entitled "Investment Restrictions". Compliance might require a change, possibly a significant change, in the investment policy and objectives followed by a Fund. The Fund

Assets and the derivative techniques used to link the investment policy with the objectives of a Fund may also be subject to changes in law or regulations and/or regulatory action which may affect their value.

Market Risk: The value of any particular derivative is exposed to the risk of volatile and significant fluctuations like any other investment. There is therefore the general risk that its value may change in a way which may be detrimental to a Fund's interests, particularly when such derivative is the principal Fund Asset of that Fund.

Settlement Risk: Delays in settlement may result from disputes over the terms of the contract (whether or not bona fide) struck in over-the-counter markets since such markets may lack the established rules and procedures for swift settlement of disputes among market participants found in "exchange-based" markets which have a predetermined set of rules governing the settlement of disputes.

Contracts for Differences: The Company, on behalf of the Fund, may also enter into futures and options contracts, including contracts for difference. These can be options and futures on any index, as well as currency and interest rate swaps. However, unlike other futures and options, these contracts can only be settled in cash. Investing in a contract for difference carries the same risks as investing in a future or option. Transactions in contracts for difference may also have a contingent liability and an investor should be aware of the implications of this as set out below.

Contingent Liability Transactions: Contingent liability transactions which are margined require the Fund to make a series of payments against the purchase price, instead of paying the whole purchase price immediately. If the Fund trades in futures, contracts for differences or sells options, the Fund may sustain a total loss of the margin it deposits with the broker to establish or maintain a position. If the market moves against the Fund, the Fund may be called upon to pay substantial additional margin at short notice to maintain the position. If the Fund fails to do so within the time required, its position may be liquidated at a loss and the Fund will be liable for any resulting deficit. Even if a transaction is not margined, it may still carry an obligation to make further payments in certain circumstances over and above any amount paid when the contract was entered into. Contingent liability transactions which are not traded on or under the rules of a recognised or designated investment exchange may expose Shareholders to substantially greater risks.

Other Risks: Other risks in using derivatives include: i) the risk that the Company on behalf of the relevant Fund and the counterparty to a derivative agreement each arriving at divergent valuations of the same derivative by adopting different (but equally permitted) valuation methods and ii) the inability of any derivative to correlate perfectly with underlying securities, rates and indices. Many derivatives, in particular derivatives struck on the over-the-counter market, are complex and are often valued subjectively by a limited number of market professionals who also often act as counterparties to the very derivative to be valued. Inaccurate valuations can result in increased cash payment requirements to counterparties and a subsequent loss of value to a Fund. The value of any over-the-counter derivative shall be the value obtained from the counterparty or the Administrator and shall be valued daily. Such valuations will be approved or verified at least weekly by the Administrator or by a third party independent to the counterparty to the derivative. Such third party shall be deemed appropriate by the Administrator and approved for such purpose by the Custodian. Derivatives do not always correlate perfectly nor closely replicate the value of the securities, rates or indices they are designed to replicate. Consequently, a Fund's use of derivative techniques may not always be an effective means of following, and sometimes could be counterproductive to, such Fund's investment objective.

Risk of utilising Efficient Portfolio Management techniques: The Company on behalf of a Fund may employ techniques and instruments relating to transferable securities, money market instruments and/or other financial instruments in which it invests for the purposes of efficient portfolio management. Many of the risks attendant in utilising derivatives, as disclosed in this section, will be equally relevant when employing such efficient portfolio management techniques. In addition, particular attention is drawn to the sub-sections entitled "Credit Risk and Counterparty Risk" and "Securities Lending Arrangements and Repurchase Transactions". Investors should also be aware that from time to time, a Fund may engage with repurchase/reverse repurchase agreements counterparties and/or securities lending agents that are related parties to the Custodian or other service providers of the Company. Such engagement may on occasion cause a conflict of interest with the role of the Custodian or other service provider in respect of the Company. Please refer to the section entitled "Potential Conflicts of Interest" for further details on the conditions applicable to any such related party transactions. The identity of any such related parties will be specifically identified in the Company's semi-annual and annual reports.

Securities Lending Arrangements and Repurchase Transactions: The Company may engage in securities lending or repurchase/reverse repurchase agreements over a period of time with one or more counterparties (as further described in the section above headed "Repurchase/Reverse Repurchase Agreements and Securities Lending"). Collateral which meets the requirements of the collateral policy will be posted by the relevant

counterparty. A default by the counterparty to such a securities lending arrangement or repurchase/reverse repurchase agreements, or a fall in the value of the collateral posted in connection with such transactions below that of the value of the securities lent or the cash leg of the repurchase/reverse repurchase agreements may result in a reduction in the value of the relevant Fund and such Fund may suffer loss as a result. The Company will use reasonable endeavours to ensure that any collateral transferred to it in connection with such transactions will be segregated from the bankruptcy estate of the counterparty and not available to the creditors of the counterparty. Shareholders are advised, however, that third parties may seek to challenge such segregation which, if successful, would result in a total loss of both the collateral and the assets of the Fund that were lent or otherwise transferred. In the case of cash collateral, as a matter of applicable law, such cash collateral might not be held in a segregated manner in favour of the Company, which may result in a total loss of cash collateral upon insolvency of the relevant counterparty.

Reinvestment of Cash Collateral Risk: As a Fund may reinvest cash collateral received, subject to the conditions and within the limits laid down by the Central Bank, a Fund reinvesting cash collateral will be exposed to the risk associated with such investments, such as failure or default of the issuer of the relevant security.

FATCA RISK

The United States and Ireland have entered into an intergovernmental agreement (the "Inter-Governmental Agreement") to implement the Foreign Account Tax Compliance Act ("FATCA") enacted by the United States. Under the Inter-Governmental Agreement, an entity classified as a Foreign Financial Institution (an "FFI") that is treated as resident in Ireland is expected to provide the Irish tax authorities with certain information on Shareholders. The Inter-Governmental Agreement provides for the automatic reporting and exchange of information in relation to accounts held in Irish "financial institutions" by US persons, and the reciprocal exchange of information regarding US financial accounts held by Irish residents. Although the final implementing Irish legislation has yet to be finalised, the Company expects to be treated as an FFI and provided it complies with the requirements of the Inter-Governmental Agreement and the Irish legislation, it should not be subject to FATCA withholding on any payments it receives and may not be subject to withholding on payments which it makes.

Although the Company will attempt to satisfy any obligations imposed on it to avoid the imposition of the FATCA withholding tax, no assurance can be given that the Company will be able to satisfy these obligations. If the Company becomes subject to a withholding tax as a result of the FATCA regime, the value of the Shares held by all Shareholders may be materially affected.

All prospective investors / shareholders should consult with their own tax advisors regarding the possible implications of FATCA on an investment in the Company.

Reference Asset Risks

Reference Asset calculation and substitution: In certain circumstances described in the relevant Supplement, the Reference Asset may cease to be calculated or published on the basis described or such basis may be altered or the Reference Asset may be substituted.

Corporate Actions: Securities comprising a Reference Asset may be subject to change in the event of corporate actions in respect of those securities.

Tracking Difference/Tracking Error: The investment objective of any Fund may be expressed as aiming to replicate or track the performance of a Reference Asset, where such Reference Asset is a specified benchmark index. Principally, investors should be aware that each Fund incurs expenses and fees (for instance, brokerage fees, commissions and any applicable stamp duty) paid to specified intermediaries in order to obtain investment exposure to such Reference Asset. This may give rise to a Tracking Difference and a Tracking Error (each as defined below) and may have the effect of reducing returns and may result in the value of the Shares varying from the value of the Reference Asset.

The "**Tracking Difference**" measures the actual under or outperformance of the Shares compared to the Reference Asset. Tracking Difference is determined as the difference in total return between the Shares and the Reference Asset over a specified period of time. The following are some factors which may result in a Tracking Difference :i) investments in assets other than the Reference Asset may give rise to delays or additional costs and taxes compared to an investment in the Reference Asset; ii) investment or regulatory constraints may affect the Company but not the Reference Asset; iii) the fluctuation in value of Fund Assets; iv) where applicable, any differences between the maturity date of the Shares and the maturity date of the relevant

Fund Assets; and v) the existence of a cash position held by a Fund.

By extension, the “**Tracking Error**” measures how consistently the return of the Shares follows the return of the Reference Asset. Unless otherwise stated in the relevant Supplement, Tracking Error is determined as the *annualised volatility* of the difference in returns between the Shares and the Reference Asset, using the difference between the actual value of the Shares and the value of the Reference Asset. The Supplement in relation to each relevant Fund shall specify an estimate of such Tracking Error (the “**Anticipated Tracking Error**”).

No investigation or review of the Reference Asset(s): None of the Company, the Manager, any Investment Advisor or Investment Manager or any of its Affiliates have performed or will perform any investigation or review of the Reference Asset on behalf of any prospective investor in the Shares. Any investigation or review made by or on behalf of the Company, the Manager, the Investment Advisor, an Investment Manager or any of its Affiliates is or shall be for their own proprietary investment purposes only.

Certain risks associated with investment in particular Reference Assets or any securities comprised therein are set out below:

- *Shares*

The value of an investment in shares will depend on a number of factors including, but not limited to, market and economic conditions, sector, geographical region and political events.

- *Pooled Investment Vehicles*

Hedge Funds, mutual funds and similar investment vehicles operate through the pooling of investors' assets. Investments are then invested either directly into assets or are invested using a variety of hedging strategies and/or mathematical modelling techniques, alone or in combination, any of which may change over time. Such strategies and/or techniques can be speculative, may not be an effective hedge and may involve substantial risk of loss and limit the opportunity for gain. It may be difficult to obtain valuations of products where such strategies and/or techniques are used and the value of such products may depreciate at a greater rate than other investments. Pooled investment vehicles are often unregulated, make available only limited information about their operations, may incur extensive costs, commissions and brokerage charges, involve substantial fees for investors (which may include fees based on unrealised gains), have no minimum credit standards, employ high risk strategies such as short selling and high levels of leverage and may post collateral in unsegregated third party accounts.

- *Indices*

The compilation and calculation of an Index or Portfolio will generally be rules based, account for fees and include discretions exercisable by the Index Sponsor or Portfolio Manager. Methodologies used for certain proprietary indices are designed to ensure that the level of the index reaches a pre-determined level at a specified time. However, this mechanism may have the effect of limiting any gains above that level. Continuous protection or lock-in features designed to provide protection in a falling market may also result in a lower overall performance in a rising market.

- *Real Estate*

The risks associated with a direct or indirect investment in real estate include: the cyclical nature of real estate values, changes in environmental, planning, landlord and tenant, tax or other laws or regulations affecting real property, demographic trends, variations in rental income and increases in interest rates.

- *Interest Rate Risks*

Risks associated with investments in Reference Asset(s) where the value or return is calculated by reference to one or more interest rates include the risk of changes in and volatility in the relevant interest rates and the level of interest rates generally which are affected by economic, political and market conditions.

- *Exchange Rate Risks and Exchange Controls*

Risks associated with investments in Reference Asset(s) where the value or return includes currency conversions using one or more exchange rates include the risk that exchange rates may change (in

certain circumstances significantly) (including due to devaluation or revaluation of a currency) and the risk that Government or monetary authorities with jurisdiction over a currency may impose (as some have done in the past) or modify exchange controls.

- *Credit Linked Risk*

Investments in Reference Asset(s) where the return is linked to the credit of one or more reference entities are exposed in whole or in part to the credit risk of those reference entities.

- *Commodities*

Prices of commodities are influenced by, among other things, various macro economic factors such as changing supply and demand relationships, weather conditions and other natural phenomena, agricultural, trade, fiscal, monetary, and exchange control programmes and policies of governments (including government intervention in certain markets) and other events.

- *Structured Finance Securities*

Structured finance securities include, without limitation, asset-backed securities and credit-linked securities, which may entail a higher liquidity risk than exposure to sovereign or corporate bonds. Certain specified events and/or the performance of assets referenced by such securities, may affect the value of, or amounts paid on, such securities (which may in each case be zero).

- *Others*

Reference Asset(s) may include other assets which involve substantial financial risk such as distressed debt, low quality credit securities, forward contracts and deposits with commodity trading advisors (in connection with their activities).

Potential Conflicts of Interest: Citigroup Global Markets Limited is expected to act as an Investment Advisor, Distributor, Index Sponsor, Portfolio Manager, Approved Counterparty, Market Maker and/or sub-custodian to the Company. Furthermore, an Affiliate of Citigroup Global Markets Limited may be appointed as Investment Manager in respect of certain Funds. Each of Citigroup Global Markets Limited and its Affiliates, acting in any such role, and the Directors, the Manager, the Custodian, the Administrator, any Shareholder, other Investment Advisor, Investment Manager, Index Sponsor, Portfolio Manager, Approved Counterparty or Distributor, and any Market Maker may undertake activities which may give rise to potential conflicts of interest including, but not limited to, financing or banking transactions with the Company or investing and dealing in Shares, other securities or assets (including sales to and purchases from the Company) of the kind included in the Fund Assets or Reference Asset - see "*Management of the Company - Conflicts of Interest.*"

Segregated Liability between Funds: While the provisions of the Companies Acts provide for segregated liability between Funds, these provisions have yet to be tested in foreign courts, in particular, in satisfying local creditors' claims. Accordingly, it is not free from doubt that the assets of any Fund of the Company may be exposed to the liabilities of other Funds of the Company. As at the date of this Prospectus, the Directors are not aware of any existing or contingent liability of any Fund of the Company.

Limited recourse arrangements: The Company will seek to contract with parties on a "limited recourse" basis such that claims against the Company would be restricted to the assets of one or more particular Funds or, in certain instances, to the assets attributable to a particular Class of a Fund. Each of the contracts described under "General Information - Material Contracts" contain limited recourse restrictions. Without limitation to the generality of the forgoing, under the terms of the Management Agreement, the Manager has agreed only to arrange Fund Assets on behalf of the Company on terms that limit the recourse of the relevant Approved Counterparty in relation to any claim by it against the Company, to the assets comprised or required to be comprised within the relevant Fund or, in certain instances, within a specific Class of the relevant Fund. However there is no guarantee that the Company will be able to contract on a limited recourse basis with respect to any other agreements that the Company may enter into from time to time in relation to any particular Class or Fund.

Consequences of winding-up proceedings: If the Company fails for any reason to meet its obligations or liabilities, or is unable to pay its debts, a creditor may be entitled to make an application for the winding-up of the Company. The commencement of such proceedings may entitle creditors (including Approved Counterparties) to terminate contracts with the Company (including Fund Assets) and claim damages for any loss arising from such early termination. The commencement of such proceedings may result in the Company being dissolved at

a time and its assets (including the assets of all Funds) being realised and applied to pay the fees and expenses of the appointed liquidator or other insolvency officer, then in satisfaction of debts preferred by law and then in payment of the Company's liabilities, before any surplus is distributed to the shareholders of the Company. In the event of proceedings being commenced, the Company may not be able to pay the full amounts anticipated by the Supplement in respect of any Class or Funds.

Limitation of liability: Shareholders should note that where an Investment Manager is appointed in respect of a specific Fund, the liability of such Investment Manager shall be limited to that specific Fund and that such liability and any rights or remedies available to the Company and/or the Investment Manager under the terms of the relevant Investment Management Agreement shall be solely based in contract. Accordingly, Shareholders shall not have any recourse against the Investment Manager.

MANAGEMENT OF THE COMPANY

Directors of the Company

The Directors of the Company are described below:-

John Donohoe is CEO and Principal of Carne Global Financial Services Limited, a leading business advisor to global asset managers. He has nearly 20 years' experience in the financial services industry holding senior positions with Deutsche Bank (Managing Director), State Street and KPMG. He has served as an executive/non-executive director on various Deutsche Bank boards, including Deutsche International (Ireland) Limited and subsidiaries, Morgan Grenfell & Co Limited (Deutsche's UK investment bank), Deutsche Trustees (UK) Limited and The WM Company Limited. Mr Donohoe spent 12 years with Deutsche Bank, where he rose to become CEO, Europe, Asia and Offshore, Deutsche Global Fund Services. Prior to establishing Carne, Mr Donohoe was a Senior Vice-President of State Street Corp, following the acquisition of Deutsche Bank's Global Securities Services business. Mr Donohoe qualified as a Chartered Accountant with KPMG in Dublin. He is a Fellow of the Institute of Chartered Accountants and holds a First Class Honours Degree in Accounting & Finance from Dublin City University.

Gerry Brady is an independent, non-executive director and consultant in the regulated, international financial services industry. Mr. Brady has over 25 years' experience of the funds industry, both as a director and full-time executive, and has held senior executive management positions in Bank of Bermuda, Capita Financial Group and Northern Trust. Mr. Brady has worked both abroad and in Ireland and is a past Council member of the Irish Funds Industry Association (IFIA) and former Executive Board member of Financial Services Ireland/Irish Business and Employers' Confederation (FSI/IBEC). Mr. Brady has a First Class Honours degree in Economics and is a Fellow of the Institute of Chartered Accountants of Ireland (FCA) and a Chartered Financial Analyst (CFA).

Kevin Molony has broad and extensive experience in investment management, institutional stockbroking and management services having worked with leading international firms over his career. He currently provides independent directorship services to several international investment managers. Kevin was Managing Director of Walkers Corporate Services (Dublin) Limited until that business was acquired in June 2012. From 1999 to 2009, he was a Director of Citigroup Global Markets where he was instrumental in establishing and building their Irish institutional broking business. His specific area of expertise at Citigroup was US and Latin American equities. Before joining Citigroup, he was an institutional stockbroker with Deutsche Bank. Kevin began his career as a UK equity fund manager with Phillips & Drew Fund Managers, who were the leading institutional investment manager in London at the time. He later joined AIB Investment Managers as a Senior Portfolio Manager specialising in US equity funds. Kevin received a BA in Economics from University College Dublin and a Professional Diploma in Corporate Governance from Smurfit Business School, Dublin.

No Director has:

- (i) any unspent convictions in relation to indictable offences; or
- (ii) been bankrupt or the subject of an involuntary arrangement, or has had a receiver appointed to any asset of such Director; or
- (iii) been a director of any company which, while he was a director with an executive function or within 12 months after he ceased to be a director with an executive function, had a receiver appointed or went into compulsory liquidation, creditors voluntary liquidation, administration or company voluntary arrangements, or made any composition or arrangements with its creditors generally or with any class of its creditors; or
- (iv) been a partner of any partnership, which while he was a partner or within 12 months after he ceased to be a partner, went into compulsory liquidation, administration or partnership voluntary arrangement, or had a receiver appointed to any partnership asset; or
- (v) had any public criticism by statutory or regulatory authorities (including recognised professional bodies); or

- (vi) been disqualified by a court from acting as a director or from acting in the management or conduct of the affairs of any company.

Save for the information disclosed herein, if any Shares are listed, no further information is required to be given in respect of the Directors pursuant to the listing requirements of the Irish Stock Exchange.

For the purposes of this Prospectus, the address of all the Directors is the registered office of the Company.

The Directors are responsible for managing the business affairs of the Company in accordance with the Articles. While maintaining the overall control of the management of the Funds, the Directors have delegated the day to day investment management, administration and distribution of the Shares of the Company to the Manager, the Administrator and the Distributor respectively and the custody of the assets of each Fund to the Custodian. Consequently, all Directors of the Company in relation to the Company are non-executive.

Manager

The Company has appointed Capita Financial Managers (Ireland) Limited to act as manager to the Company and each Fund with power to delegate one or more of its functions subject to the overall supervision and control of the Company. The Manager is a private limited company. It was incorporated in Ireland on 22 February 2006 and is ultimately owned by Capita plc. The authorised share capital of the Manager is €150,000 with a paid up share capital of €2.00. The Manager currently acts as manager to eleven other collective investment schemes. The Manager is authorised and regulated by the Central Bank. The directors of the Manager are Tony Joyce, Paul Nunan, Michael Greaney and Christopher Addenbrooke. The secretary of the Manager is Capita Financial Administrators (Ireland) Limited.

Investment Manager

The Company and/or the Manager may appoint an Investment Manager in respect of a specific Fund. Where such an Investment Manager is appointed, details of the Investment Manager and the relevant Investment Management Agreement shall be set out in the Supplement for the relevant Fund.

Investment Advisor

The Manager has, unless otherwise specifically stated in the Supplement for the relevant Fund, appointed Citigroup Global Markets Limited to provide investment advisory services to the Manager in respect of each Fund. Citigroup Global Markets Limited was incorporated under the laws of England and Wales on 21 October 1983. The principal activities of Citigroup Global Markets Limited include acting as a broker and dealer in fixed income and equity securities and related products in the international capital markets and an underwriter and provider of corporate finance services, operating in the UK and through its European branches outside the UK. Citigroup Global Markets Limited is regulated by the FCA.

Details of any other investment advisors appointed by the Manager will be disclosed in the relevant Supplement provided to Shareholders and details of the fees payable to an investment advisor if paid out of the assets of a Fund will be disclosed in the relevant Supplement and in the periodic reports issued by the Company.

Custodian

The Company has appointed J.P. Morgan Bank (Ireland) plc to act as custodian of the assets of each Fund and to provide trustee services to each Fund in accordance with the Regulations.

The Custodian was incorporated as a limited liability company on 30th of November 1926 under the laws of Ireland. Its main activity is to provide banking services, including the provision of trustee services to collective investment schemes. The Custodian is regulated by the Central Bank.

Under the terms of the Custodian Agreement, the Custodian may, however, appoint any person or persons to be the sub-custodian of the assets of the Company. The liability of the Custodian shall not be affected by the fact that it has entrusted to a third party some or all of the assets in its safekeeping. In order to discharge its responsibilities under the Central Bank Notices, the parties agree that the Central Bank considers that the Custodian must exercise care and diligence in choosing and appointing a third party as a safekeeping agent so as to ensure that the third party has and maintains the expertise, competence and standing appropriate to discharge the responsibilities concerned. The Custodian must maintain an appropriate level of supervision over the third party and make appropriate enquiries from time to time to confirm that the obligations of the third party

continue to be competently discharged. This does not purport to be a legal interpretation of the Regulations.

As the Company may invest in markets where custodial and/or settlement systems are not fully developed, the assets of the Company which are traded in such markets and which have been entrusted to sub-custodians, in circumstances where the use of such sub-custodians is necessary, may be exposed to risk in circumstances whereby the Custodian will have no liability. Potential investors are referred to the "Risk Factors" section.

The Custodian Agreement specifies the conditions to be followed with respect to the replacement of the Custodian with another custodian and contains provisions to ensure the protection of Shareholders in the event of any such replacement.

Administrator

The Manager has appointed Capita Financial Administrators (Ireland) Limited to act as administrator of each Fund.

The Administrator is responsible for performing the day to day administration of the Fund including the registrar and transfer agency function and for providing fund accounting for the Fund, including the calculation of the Net Asset Value of the Fund and the Net Asset Value per Share.

The Administrator is a private limited company. It was incorporated in Ireland on 22 February 2006 and is ultimately owned by Capita plc. The authorised share capital of the Administrator is €150,000 with a paid up share capital of €2.00. The Administrator is authorised and regulated by the Central Bank. The main activities of the Administrator are to provide administration, registrar and transfer agency services to other collective investment schemes.

Distributor

The Manager has appointed Citigroup Global Markets Limited as distributor of the Shares of the Company. The Distributor and all other distributors shall obtain such status under FATCA as Participating Foreign Financial Institution ("PFFI"), Registered Deemed-Compliant Foreign Financial Institution ("RDCFFI"), Non-registering Local Bank, or Restricted Distributor and shall notify the Company within 90 days of any such change in that status. Any change to a status other than PFFI, RDCFFI, Non-registering Local Bank, or Restricted Distributor shall cause the Distribution Agreement to be terminated, within 90 days of the notification of the distributor's change in status and, with respect to all debt and equity interests of the FFI issued through that distributor, redeem those interests, convert those interests to direct holdings in the fund, or cause those interests to be transferred to another distributor within six months of the distributor's change in status. Please see the "Investment Advisor" section above for further information in relation to the Distributor.

Promoter

The Promoter is a bank incorporated in the United Kingdom and authorised by the FCA under the Financial Services and Markets Act 2000. The Promoter is part of Citigroup Inc., a diversified global financial services holding company whose businesses provide a broad range of services to consumer and corporate companies in more than 100 countries. The Promoter engages in the provision of international corporate and investment banking, private banking and wealth management and consumer banking services through its various divisions and a branch network in the United Kingdom and continental Europe.

Conflicts of Interest

Subject to the provisions of this section the Directors and each Connected Person may contract or enter into any financial, banking or other transactions with one another or with the Company. This includes, without limitation, investment by the Company in securities of any Connected Person or investment by any Connected Persons in any company or bodies any of whose investments form part of the assets comprised in any Fund or be interested in any such contract or transactions. In addition, any Connected Person may invest in and deal in Shares relating to any Fund or any property of the kind included in the property of any Fund for their respective individual accounts or for the account of someone else.

Any cash of the Company may be deposited, subject to the provisions of the Central Bank Acts, 1942 to 1998, of Ireland as amended by the Central Bank and Financial Services Regulatory Authority of Ireland Acts, 2003 to 2004 with any Connected Person or invested in certificates of deposit or banking instruments issued by any Connected Person. Banking and similar transactions may also be undertaken with or through a Connected Person.

Any Connected Person may also deal as agent or principal in the sale or purchase of securities and other investments (including foreign exchange and stocklending transactions) to or from the relevant Fund. There will be no obligation on the part of any Connected Person to account to the relevant Fund or to Shareholders of that Fund for any benefits so arising, and any such benefits may be retained by the relevant party, provided that such transactions are carried out as if effected on normal commercial terms negotiated at arm's length, are consistent with the best interests of the Shareholders of that Fund and:

- (i) a certified valuation of such transaction by a person approved by the Custodian (or in the case of any such transaction entered into by the Custodian, the Directors) as independent and competent has been obtained; or
- (ii) such transaction has been executed on best terms reasonably obtainable on an organised investment exchange under its applicable rules; or
- (iii) where (i) and (ii) are not practicable, such transaction has been executed on terms which the Custodian is (or in the case of any such transaction entered into by the Custodian, the Directors are) satisfied conform with the principle that such transactions be carried out as if effected on normal commercial terms negotiated at arm's length and are consistent with the best interests of Shareholders.

The Manager may also, in the course of its business, have potential conflicts of interest with the Company in circumstances other than those referred to above. The Manager will, however, have regard in such event to its obligations under the Management Agreement and, in particular, to its obligations to act in the best interests of the Company so far as practicable, having regard to its obligations to other clients when undertaking any investments where conflicts of interest may arise and will ensure that such conflicts are resolved fairly as between the Company, the relevant Funds and other clients. The Manager will ensure that investment opportunities are allocated on a fair and equitable basis between the Company and its other clients. In the event that a conflict of interest does arise the Directors will endeavour to ensure that such conflicts are resolved fairly.

As the fees of the Manager are generally based on the Net Asset Value of a Fund, if the Net Asset Value of the Fund increases so do the fees payable to the Manager and accordingly there is a conflict of interest for the Manager in cases where the Manager is responsible for determining the valuation price of a Fund's investments.

Soft Commissions

It is not intended, unless disclosed in the relevant Supplement, that any soft commission arrangements will be entered into in relation to any Fund created in respect of the Company.

SHARE DEALINGS

SUBSCRIPTION FOR SHARES

Subscription of Shares

Under the Articles, the Directors are given authority to effect the issue of Shares and to create new Classes of Shares (in accordance with the requirements of the Central Bank) and have absolute discretion to accept or reject in whole or in part any application for Shares. If an application is rejected, the Administrator at the risk of the applicant will return application monies or the balance thereof by electronic transfer to the account from which it was paid at the cost and risk of the applicant. For the avoidance of doubt, no interest will be payable on such amount before its return to the applicant.

The Directors may in their discretion decide, prior to the Initial Issue Date, to cancel the initial offering of Shares of any Class of a Fund. The Directors may also decide to cancel the offering of a new Class of Shares issued in respect of a Fund. The Directors may also decide at any time to close for subscription any existing Class of Shares issued in respect of a Fund for commercial reasons which (if any) shall be disclosed in the Supplement. In such case, applicants having made an application for subscription will be duly informed and any subscription monies already paid will be returned in the manner set out in the preceding paragraph.

Fractions of Shares up to two decimal places may be issued. Subscription monies representing smaller fractions of Shares will not be returned to the applicant but will be retained as part of the assets of the relevant Fund and accordingly available to Shareholders of the Fund on a pro rata basis based on each Shareholder's holding of Shares.

The Application Form contains certain conditions regarding the application procedure for Shares in the Company and certain indemnities in favour of the Company, the relevant Fund, the Manager, any Investment Manager, the Administrator, the Custodian, the Distributor, the Investment Advisor(s) and the other Shareholders for any loss suffered by them as a result of certain applicants acquiring or holding Shares.

Direct Subscriptions via the Company

Applications for the initial subscription of Shares should be submitted in writing or by facsimile to the Company care of the Administrator provided that a signed original Application Form (and supporting documentation in relation to money laundering prevention checks) shall be submitted promptly in the case of an initial application for Shares. Subsequent subscriptions for Shares in a Fund may be made by contacting the Administrator by facsimile or in writing.

Anti-Money Laundering Provisions for Direct Subscriptions via the Company

Measures provided for in the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010, as amended, which are aimed towards the prevention of money laundering, require detailed verification of each applicant's identity. For example, an individual will be required to produce a copy of his passport or identification card that bears evidence of the individuals' identity and date of birth duly certified by a notary public or other person specified in the Application Form together with two original/certified documents bearing evidence of the individual's address such as a utility bill or bank statement which are not more than three months old. In the case of corporate applicants this may require production of a certified copy of the certificate of incorporation (and any change of name), memorandum and articles of association (or equivalent) and the names, occupations, dates of birth and residential and business address of the directors of the company.

The Administrator reserves the right to request such information as is necessary to verify the identity of an applicant. In the event of delay or failure by the applicant to produce any information required for verification purposes, the Administrator may refuse to accept the application and return all subscription monies. If an application is rejected, the Administrator will return application monies or the balance thereof by electronic transfer to the account from which it was paid at the cost and risk of the applicant.

Depending on the circumstances of each application, a detailed verification may not be required where (a) the applicant makes payment from an account held in the applicant's name at a recognised financial institution, or (b) the application is made through a recognised intermediary, or (c) investment is made by a recognised intermediary or financial institution. These exceptions will only apply if the financial institution or intermediary

referred to above is located in a country, which has equivalent anti-money laundering legislation to that in place in Ireland. Applicants may contact the Administrator in order to determine whether they meet the above exceptions.

Subscriptions via the Distributor, a Sub-Distributor or Clearing System

Initial or subsequent subscriptions for Shares can also be made indirectly, that is through the Distributor, a Sub-Distributor or a Clearing System, for onward transmission to the Company care of the Administrator (the Distributor, Sub-Distributor or Clearing System must ensure that subscriptions are received by the Administrator by the relevant Dealing Deadline). In such case, the Administrator may, in its discretion, waive the above mentioned identification requirements in the following circumstances or in such other circumstances which are regarded as sufficient under current Irish money laundering rules:

- (a) if and when a subscription is made via the Distributor, a Sub-Distributor or a Clearing System which is supervised by a regulatory authority which imposes a client identification obligation equivalent to that required under Irish law for the prevention of money laundering and to which the Distributor, the Sub-Distributor or the Clearing System is subject;
- (b) if and when a subscription is made via the Distributor, a Sub-Distributor or a Clearing System whose parent is supervised by a regulatory authority imposing a client identification obligation equivalent to that required under Irish law for the prevention of money laundering and where the law applicable to the parent or the group policy imposes an equivalent obligation on its subsidiaries or branches.

The financial regulatory authorities of those countries which have ratified the recommendations of the Financial Action Task Force (FATF) are generally deemed to impose on the professionals of the financial sector subject to their supervision a client identification obligation equivalent to that required under Irish law.

The Distributor, a Sub-Distributor or a Clearing System may provide a nominee service for investors purchasing Shares through them. Such investors may, at their discretion, elect to make use of such service pursuant to which the nominee will hold Shares in its name for and on behalf of the investors and who, in order to empower the nominee to vote at any general meeting of Shareholders, shall provide the nominee with specific or general voting instructions to that effect. Notwithstanding the above, the investors retain the ability to invest directly in the Company, without using such nominee services.

Shares may be issued to and registered in the name of a Clearing System (or its nominee) nominated by or on behalf of an investor, by the Distributor, the relevant Sub-Distributor or third party nominee service provider, as the case may be, that is recognised and accepted by the Company. Accountholders may incur fees normally payable in respect of the maintenance and operation of accounts in such Clearing System (or nominee).

Deferral of Subscriptions

The Directors may, in their sole and absolute discretion, determine that in certain circumstances, it is detrimental for existing Shareholders to accept an application for Shares in cash or in specie, representing more than 5% of the Net Asset Value of a Fund. In such case, the Directors may postpone the application and, in consultation with the relevant investor, either require such investor to stagger the proposed application over an agreed period of time, or establish an Investment Account outside the structure of the Company in which to invest the investor's subscription monies. Such Investment Account will be used to acquire the Shares over a pre-agreed time schedule. The investor shall be liable for any transaction costs or reasonable expenses incurred in connection with the acquisition of such Shares. Any applicable Preliminary Charge will be deducted from the subscription monies before the investment of the subscription monies commences.

Processing of Direct Subscriptions to the Company

Issuances of Shares will normally be made with effect from a Dealing Day in respect of applications received on or prior to the Dealing Deadline as specified in the relevant Supplement. Dealing Days and Dealing Deadlines relating to each Fund are specified in the relevant Supplement. Applications received after the Dealing Deadline for the relevant Dealing Day shall, unless the Administrator shall otherwise agree and provided they are received before the next relevant Dealing Deadline, be deemed to have been received by such next Dealing Deadline. Applications will be irrevocable unless the Directors, or a delegatee, otherwise agree. If requested, the Directors may, in their absolute discretion and subject to the prior approval of the Custodian, agree to designate additional Dealing Days and Valuation Points for the purchase of Shares relating to any Fund which will be open to all Shareholders.

Processing of Subscriptions via the Distributor, a Sub-Distributor or a Clearing System

Different subscription procedures and time limits may apply if applications for Shares are made via the Distributor, a Sub-Distributor or a Clearing System as the case may be although the ultimate deadlines with the Administrator referred to in the preceding paragraph remain unaffected. Full payment instructions for subscribing via the Distributor, a Sub-Distributor or a Clearing System may be obtained through the Distributor, the relevant Sub-Distributor or a Clearing System as the case may be.

None of the Distributor, a Sub-Distributor or a Clearing System is permitted to withhold subscription orders to benefit itself by a price change.

Investors should note that they may be unable to purchase Shares via the Distributor, a Sub-Distributor or a Clearing System on days that any such Distributor, Sub-Distributor or Clearing System is not open for business.

In circumstances in which the subscription proceeds are not received in a timely manner, the relevant allotment of Shares may be cancelled and the applicant may be required to compensate the Company for any costs and expenses thereby incurred.

Minimum Initial and Additional Investment Amount and Minimum Shareholding Requirements

The Minimum Initial Investment Amount, the Minimum Additional Investment Amount and the Minimum Shareholding of Shares of each Class of a Fund may vary and is set out in the Supplement for the relevant Fund. The Directors reserve the right from time to time to waive any requirements relating to the Minimum Initial Investment Amount, the Minimum Additional Investment Amount and the Minimum Shareholding as and when they determine, at their reasonable discretion.

The Company may, at any time, repurchase all Shares from Shareholders whose holding is less than the Minimum Shareholding. In such case the Shareholder concerned will receive prior notice so as to be able to increase his holding above such Minimum Shareholding during such period, to be determined by the Directors (and set out in the notice), following the receipt of such notice.

Subscription Price

During the Initial Offer Period for each Fund (if any), the Initial Issue Price for Shares in the relevant Fund shall be the amount set out in the Supplement for the relevant Fund.

The issue price at which Shares of any Fund will be issued on a Dealing Day after the Initial Offer Period (if any) is calculated by ascertaining the Net Asset Value per Share of the relevant Class on the relevant Dealing Day, as set out in the relevant Supplement.

A Preliminary Charge of up to 5% may be charged by the Company for payment to the Distributor or Sub-Distributors on the issue of Shares, out of which, for example, commissions may be paid to Sub-Distributors and other financial intermediaries. The amount of the Preliminary Charge, if any, will be set out in the relevant Supplement. Alternatively, a contingent deferred sales charge ("**CDSC**") may be charged by the Company in respect of a certain Fund. Where the Fund charges a CDSC, details in respect of the CDSC will be set out in the Supplement for the relevant Fund and such CDSC shall not exceed 4%.

Payment for Shares

Payment in respect of the issue of Shares must be made by the relevant Settlement Date by electronic transfer in cleared funds in the currency of denomination of the relevant Class of the Shares. Cheques will only be accepted in exceptional circumstances at the discretion of the Administrator and by advance agreement and the use of cheques may result in a delay in processing an application. The Administrator may, at its discretion, accept payment in other currencies, but such payments will be converted into the currency of denomination of the relevant Class of the Shares at the then prevailing exchange rate available to the Administrator and only the net proceeds (after deducting the conversion expenses) will be applied towards payment of the subscription moneys. This may result in a delay in processing the application.

If payment in full has not been received by the Settlement Date, or in the event of non-clearance of funds, the allotment of Shares made in respect of such application may, at the discretion of the Administrator, be cancelled, or, alternatively, the Administrator may treat the application as an application for such number of Shares as may be purchased with such payment on the Dealing Day next following receipt of payment in full or of cleared funds. In such cases the Company may charge the applicant for any resulting bank charges or

market losses incurred by the relevant Fund.

In Specie Issues

The Directors may in their absolute discretion, provided that they are satisfied that no material prejudice would result to any existing Shareholder and subject to the provisions of the Companies Acts 1963 to 2012, allot Shares of any Fund against the vesting in the Custodian on behalf of the relevant Fund of investments, the nature of which would qualify as suitable investments of the relevant Fund in accordance with the investment objective, policies and restrictions of the Fund. The number of Shares to be issued in this way shall be the number which would, on the day the investments are vested in the Custodian on behalf of the relevant Fund, have been issued for cash (together with the relevant Preliminary Charge) against the payment of a sum equal to the value of the investments. The value of the investments to be vested shall be calculated by applying the valuation methods described below under the heading "Calculation of Net Asset Value/ Valuation of Assets."

Limitations on Subscriptions

Shares may not be issued or sold by the Company during any period when the calculation of the Net Asset Value of the relevant Fund is suspended in the manner described under "Suspension of Calculation of Net Asset Value" below. Applicants subscribing for Shares directly to the Company or the Administrator will be notified of such postponement and, unless withdrawn, their applications will be considered as at the next Dealing Day following the ending of such suspension. Applicants subscribing for Shares via the Distributor, a Sub-Distributor or applicants seeking to become Accountholders through a Clearing System as the case may be have to contact directly the Distributor, the Sub-Distributor or the relevant Clearing System for arrangements regarding application to be made or pending during such suspension period. Applications made or pending during such suspension period via the Distributor, a Sub-Distributor or a Clearing System as the case may be, unless withdrawn, will be considered as at the next Dealing Day following the end of such suspension.

Shares may not be directly or indirectly offered or sold in the United States or purchased or held by or for U.S. Persons (unless permitted under certain exceptions under the laws of the United States). The shares may not be sold or otherwise transferred to a US Person, Nonparticipating Foreign Financial Institution ("NPFFI"), or Passive Nonfinancial Foreign Entity ("NFFE") with one or more substantial U.S. owners.

Anti-Dilution Levy

In calculating the Net Asset Value per Share, the Directors may, where there are large subscriptions, adjust the Net Asset Value per Share by adding an Anti-Dilution Levy of up to 2% of the Net Asset Value per Share for retention as part of the assets of the relevant Fund, further details of which will be set out in the relevant Supplement. This Anti-Dilution Levy is intended to cover dealing costs and attempts preserve the value of the assets of the relevant Fund. Investors should note that, even in cases where an Anti-Dilution Levy is charged, the Net Asset Value of the relevant Fund may still be affected by dilution.

REPURCHASE OF SHARES

Procedure for Direct Repurchase

Requests for the repurchase of Shares should be made to the Company care of the Administrator in writing, by facsimile or by such other means as the Directors may (with the consent of the Administrator) prescribe from time to time (where such means are in accordance with the requirements of the Central Bank) and must in the case of requests in writing or by facsimile quote the relevant account number, the relevant Fund(s), Class of Share and any other information which the Administrator reasonably requires, and be signed by or on behalf of the Shareholder before payment of Repurchase Proceeds can be made.

Repurchase requests received by fax or such other means approved by the Directors in accordance with the requirements of the Central Bank (with the consent of the Administrator) will only be processed provided that the Shareholder's name and account number, and the name, address and/or fax number or applicable details to which the contract note is to be sent corresponds to that listed as the Shareholder of record registered with the Administrator. Should the Shareholder designate that the contract note be sent to the name and/or address which differs from that registered with the Administrator, written confirmation of this change must be submitted by the Shareholder and received by the Administrator before the order will be processed.

Processing of Direct Repurchases to the Company

Requests received on or prior to the relevant Dealing Deadline will, subject as mentioned in this section and in

the relevant Supplement, normally be dealt with on the relevant Dealing Day. Repurchase requests received after the Dealing Deadline shall, unless the Directors shall otherwise agree and provided they are received before the next Dealing Deadline, be treated as having been received by such next Dealing Deadline.

In no event shall Redemption Proceeds be paid until the original Application Form has been received from the investor and all of the necessary anti-money laundering checks have been carried out.

A repurchase request will not be capable of withdrawal after acceptance by the Administrator. If requested, the Directors may, in their absolute discretion and subject to the prior approval of the Custodian, agree to designate additional Dealing Days and Valuation Points for the repurchase of Shares relating to any Fund which will be open to all Shareholders.

Repurchase Procedure with the Distributor, a Sub-Distributor or a Clearing System

The repurchase procedures and the dealing deadlines may be different if applications for repurchase are made to the Distributor, a Sub-Distributor or through a Clearing System, although the ultimate Dealing Deadlines and procedures referred to above and in the relevant Supplement will remain unaffected. Applicants for repurchases may obtain information on the repurchase procedure directly from the Distributor, the relevant Sub-Distributor or the relevant Clearing System as the case may be and should also refer to the relevant Supplement.

Repurchase Size

An applicant may request the repurchase of all or part of its Shares of any Class of a Fund.

The Minimum Repurchase Amount may vary according to the Fund or the Class of Share.

For Funds having a Final Repurchase Date, all Shares for which no repurchase request has been made in respect of this Final Repurchase Date, will be compulsorily repurchased on such Final Repurchase Date at the Net Asset Value per Share calculated on the Final Repurchase Date. A Fund will have no Final Repurchase Date unless otherwise determined in the relevant Supplement. Funds for which no Final Repurchase Date has been designated may be closed in accordance with the procedures laid down in the Articles and Shares will be repurchased at the Net Asset Value per Share (taking into account actual realisation prices of investments and realisation expenses) calculated on the Dealing Day at which such decision shall take effect.

The Administrator may decline to effect a repurchase request which would have the effect of reducing the value of any holding of Shares relating to any Fund below the Minimum Shareholding for that Class of Shares of that Fund. Any repurchase request having such an effect may be treated by the Company or the Administrator as a request to repurchase the Shareholder's entire holding of that Class of Shares.

The Administrator will not accept repurchase requests which are incomplete until all the necessary information is obtained.

Repurchase Price

The Repurchase Price at which Shares will be repurchased on a Dealing Day is the Net Asset Value per Share of the relevant Class on the relevant Dealing Day. The proceeds payable on a redemption of Shares shall be the Repurchase Price less any applicable Repurchase Charge and any other charges, costs, expenses or taxes. The method of establishing the Net Asset Value of any Fund and the Net Asset Value per Share of any Class of Shares in a Fund is set out in the Articles as described in this Prospectus under the heading "Calculation of Net Asset Value/Valuation of Assets" below.

When a repurchase request has been submitted by an investor who is or is deemed to be an Irish Resident or is acting on behalf of an Irish Resident, the Company shall deduct from the Repurchase Proceeds an amount which is equal to the tax payable by the Company to the Revenue Commissioners in respect of the relevant transaction.

Payment of Repurchase Proceeds

The amount due on repurchase of Shares will be paid by electronic transfer to the relevant Shareholder's account of record on the original Application Form in the currency of denomination of the relevant Class of Shares of the relevant Fund (or in such other currency as the Directors shall determine) by the Settlement Date. Payment of Repurchase Proceeds will be made to the registered Shareholder or in favour of the joint registered Shareholders as appropriate. The Repurchase Proceeds of the Shares will only be paid on receipt by the

Administrator of a repurchase request together with such other documentation that the Administrator may reasonably require.

Limitations on Repurchases

The Company may not repurchase Shares of any Fund during any period when the calculation of the Net Asset Value of the relevant Fund is suspended in the manner described under "Suspension of Calculation of Net Asset Value" below. Applicants for repurchases of Shares will be notified of such postponement and, unless withdrawn, their applications will be considered as at the next Dealing Day following the ending of such suspension. Applicants repurchasing Shares via the Distributor, a Sub-Distributor or a Clearing System as the case may be have to contact directly the Distributor, the Sub-Distributor or the relevant Clearing System for arrangements regarding repurchases to be made or pending during such suspension period. Applications made or pending during such suspension period via the Distributor, a Sub-Distributor or a Clearing System as the case may be, unless withdrawn, will be considered as at the next Dealing Day following the end of such suspension.

The Directors are entitled to limit the number of Shares in a Fund repurchased on any Dealing Day to Shares representing 10% of the total Net Asset Value of that Fund on that Dealing Day. In this event, the limitation will apply *pro rata* so that all Shareholders wishing to have Shares of that Fund repurchased on that Dealing Day realise the same proportion of such Shares. Shares not repurchased, but which would otherwise have been repurchased, will be carried forward for repurchase on the next Dealing Day and will be dealt with in priority (on a rateable basis) to repurchase requests received subsequently. If requests for repurchase are so carried forward, the Administrator will inform the Shareholders affected.

The Articles contain special provisions where a repurchase request received from a Shareholder would result in Shares representing more than 5% of the Net Asset Value of any Fund being repurchased by the Company on any Dealing Day. In such a case, the Company may satisfy the repurchase request by a distribution of investments of the relevant Fund in specie provided that such a distribution would not be prejudicial to the interests of the remaining Shareholders of that Fund and such asset allocation is subject to the approval of the Custodian. Where the Shareholder requesting such repurchase receives notice of the Company's intention to elect to satisfy the repurchase request by such a distribution of assets that Shareholder may require the Company, instead of transferring those assets, to arrange for their sale and the payment of the proceeds of sale to that Shareholder less any costs incurred in connection with such sale.

The Articles provide that the Company cannot effect a repurchase of Shares, if after payment of any amount in connection with such repurchase, the Net Asset Value of the issued share capital of the Company would be equal to or less than Euro 300,000 or its foreign currency equivalent. This will not apply to a repurchase request accepted by the Directors in contemplation of the dissolution of the Company.

Mandatory Repurchases

The Company may compulsorily repurchase all of the Shares of any Fund if the Net Asset Value of the relevant Fund is less than the Minimum Fund Size (if any) specified in the relevant Supplement.

The relevant Fund reserves the right to repurchase any Shares which are or become owned, directly or indirectly, by a U.S. Person (unless pursuant to an exemption under U.S. securities laws), by any individual under the age of 18 (or such other age as the Directors think fit), a Nonparticipating FFI, a Passive Nonfinancial Foreign Entity with one or more substantial U.S. owners or if the holding of the Shares by any person is in breach of any law or requirement of any country or governmental authority or by virtue of which such person is not qualified to hold such Shares or might result in the relevant Fund incurring any liability to taxation or suffering other pecuniary legal or material administrative disadvantages which the relevant Fund might not otherwise have incurred, suffered or breached.

Where Irish Residents acquire and hold Shares, the Company shall, where necessary for the collection of Irish tax, repurchase and cancel Shares held by a person who is or is deemed to be an Irish Resident or is acting on behalf of an Irish Resident on the occurrence of a chargeable event for taxation purposes and to pay the proceeds thereof to the Revenue Commissioners.

Anti-Dilution Levy

In calculating the Repurchase Price of Shares, the Directors may, where there are large repurchases, adjust the Repurchase Price by deducting an Anti-Dilution Levy of up to 2% of the Net Asset Value per Share for retention as part of the assets of the relevant Fund, further details of which will be set out in the relevant Supplement. This Anti-Dilution Levy is intended to cover dealing costs and attempts to preserve the value of the assets of the

relevant Fund. Investors should note that, even in cases where an Anti-Dilution Levy is charged, the Net Asset Value of the relevant Fund may still be affected by dilution.

Exchange of Shares

Subject to provisions in the relevant Supplements, Shareholders will be able to apply to exchange on any Dealing Day all or part of their holding of Shares of any Class of any Fund (the **Original Class**) for Shares of another Class which are being offered at that time (the **New Class**) (such Class being of the same Fund or a different Fund) provided that all the criteria for applying for Shares in the New Class have been met and by giving notice to the Administrator on or prior to the Dealing Deadline for the relevant Dealing Day. The Administrator may however at its discretion agree to accept requests for exchange received after the relevant Dealing Deadline provided they are received prior to the relevant Valuation Point. The general provisions and procedures relating to the issue and repurchase of Shares will apply equally to exchanges, save in relation to charges payable, details of which are set out below and, where applicable, in the relevant Supplement.

When requesting the exchange of Shares as an initial investment in a Fund, Shareholders should ensure that the value of the Shares exchanged is equal to, or exceeds, the Minimum Initial Investment Amount for the relevant New Class specified in the Supplement for the relevant Fund. In the case of an exchange of a partial holding only, the value of the remaining holding must also be at least equal to the Minimum Shareholding for the Original Class.

The number of Shares of the New Class to be issued will be calculated in accordance with the following formula:

$$S = \frac{[R \times (RP \times ER)] - F}{SP}$$

where:

- R** = the number of Shares of the Original Class to be exchanged;
- S** = the number of Shares of the New Class to be issued;
- RP** = the Repurchase Price per Share of the Original Class as at the Valuation Point for the relevant Dealing Day;
- ER** = in the case of an exchange of Shares designated in the same currency, the value of ER is 1. In any other case, the value of ER is the currency conversion factor determined by the Directors at the Valuation Point for the relevant Dealing Day as representing the effective rate of exchange applicable to the transfer of assets relating to the Original and New Classes of Shares after adjusting such rate as may be necessary to reflect the effective costs of making such transfer;
- SP** = the subscription price per Share of the New Class as at the Valuation Point for the applicable Dealing Day; and
- F** = the Exchange Charge (if any) payable on the exchange of Shares.

Where there is an exchange of Shares, Shares of the New Class will be allotted and issued in respect of and in proportion to the Shares of the Original Class in the proportion S to R.

An Exchange Charge of up to 3% of the Repurchase Price of the Shares being exchanged may be charged by the Company on the exchange of Shares.

Limitations on Exchange

Shares may not be exchanged for Shares of a different Class during any period when the calculation of the Net Asset Value of the relevant Fund or Funds is suspended in the manner described under "Suspension of Calculation of Net Asset Value" below. Applicants for exchange of Shares will be notified of such postponement and, unless withdrawn, their applications will be considered as at the next Dealing Day following the ending of such suspension. Applicants exchanging Shares via the Distributor, a Sub-Distributor or a Clearing System as

the case may be have to contact directly the Distributor, the Sub-Distributor or a Clearing System for arrangements regarding exchanges to be made or pending during such suspension period. Applications made or pending during such suspension period via the Distributor, a Sub-Distributor or a Clearing System as the case may be, unless withdrawn, will be considered as at the next Dealing Day following the end of such suspension.

Calculation of Net Asset Value/Valuation of Assets

The Net Asset Value of a Fund shall be expressed in the currency in which the Shares are designated or in such other currency as the Directors may determine either generally or in relation to a particular Class or in a specific case, and shall be calculated by ascertaining the value of the assets of the Fund and deducting from such value the liabilities of the Fund (excluding Shareholders equity) as at the Valuation Point for such Dealing Day.

The Net Asset Value per Share of a Fund will be calculated by dividing the Net Asset Value of the Fund by the number of Shares in the Fund then in issue or deemed to be in issue as at the Valuation Point for such Dealing Day and rounding the result mathematically to two decimal places or such other number of decimal places as may be determined by the Directors from time to time.

In the event the Shares of any Fund are further divided into Classes, the Net Asset Value per Class shall be determined by notionally allocating the Net Asset Value of the Fund amongst the Classes making such adjustments for subscriptions, repurchases, fees, dividends accumulation or distribution of income and the expenses, liabilities or assets attributable to each such Class (including the gains/losses on and costs of financial instruments employed for currency hedging between the currencies in which the assets of the Fund are designated and the designated currency of the Class, and any other financial instruments specifically allocated to that Class which gains/losses and costs shall accrue solely to that Class) and any other factor differentiating the Classes as appropriate. The Net Asset Value per Share of each Class where there is more than one Class in respect of a Fund, shall be calculated by dividing the Net Asset Value of the relevant Class by the number of Shares of the relevant Class which are in issue or deemed to be in issue and rounding the result mathematically to two decimal places as determined by the Directors or such other number of decimal places as may be determined by the Directors from time to time.

The Articles provide for the method of valuation of the assets and liabilities of each Fund and of the Net Asset Value of each Fund.

The assets and liabilities of a Fund will be valued as follows:-

- (a) Investments listed or traded on a stock exchange or over-the-counter market (other than those referred to at (e) and (g) below) for which market quotations are readily available shall be valued at the last traded price on the principal exchange or market for such investment as at the Valuation Point for the relevant Dealing Day provided that the value of any investment listed on a stock exchange but acquired or traded at a premium or at a discount outside the relevant stock exchange may be valued taking into account the level of premium or discount as at the date of valuation of the investment provided the Custodian must ensure the adoption of such a procedure is justifiable in the context of establishing the probable realisation value of the investment. Such premiums or discounts thereon above shall be provided by an independent broker or market maker or if such premiums/discounts are unavailable, by the Manager. However, the Administrator may adjust the value of investments traded on an over-the-counter market if it considers such adjustment is required to reflect the fair value thereof in the context of currency, marketability, dealing costs and/or such other considerations as are deemed relevant.

If for specific investments the last traded prices do not, in the opinion of the Administrator, reflect their fair value or are not available, the value shall be calculated with care and in good faith by the Administrator, (being appointed by the Directors and approved by the Custodian as a competent person for such purpose) in consultation with the Manager and/or the relevant Investment Manager with a view to establishing the probable realisation value for such investments as at the Valuation Point for the relevant Dealing Day.

- (b) If the investments are listed or traded on several stock exchanges or over-the-counter markets, the last traded prices on the stock exchange or over-the-counter market which, in the opinion of the Administrator, constitutes the main market for such investments, will be used.
- (c) In the event that any of the investments as at the Valuation Point for the relevant Dealing Day are not listed or traded on any stock exchange or over-the-counter market, such investments shall be valued at their probable realisation value determined by the Administrator (being appointed by the Manager and approved by the Custodian as a competent person for such purpose) with care and in good faith in

consultation with the Manager and/or the relevant Investment Manager. Such probable realisation value will be determined:

- (i) by using the original purchase price;
- (ii) where there have been subsequent trades with substantial volumes, by using the last traded price provided the Administrator in consultation with the Manager and/or the relevant Investment Manager considers such trades to be at arm's length;
- (iii) where the Administrator in consultation with the Manager and/or the relevant Investment Manager believes the investment has suffered a diminution in value, by using the original purchase price which shall be discounted to reflect such a diminution;
- (iv) if the Administrator in consultation with the Manager and/or the relevant Investment Manager believes a mid-quotations from a broker is reliable, by using such a mid-quotations or, if unavailable, a bid quotations.

Alternatively, the Administrator in consultation with the Manager and/or the relevant Investment Manager may use such probable realisation value estimated with care and in good faith and as may be recommended by a competent professional appointed by the Administrator or the Manager and/or the relevant Investment Manager and approved for such purpose by the Custodian. Due to the nature of such unquoted securities and the difficulty in obtaining a valuation from other sources, such competent professional may be related to the Manager or to the relevant Investment Manager.

- (d) Cash and other liquid investments will be valued at their face value with interest accrued, where applicable.
- (e) Units or shares in open-ended collective investment schemes will be valued at the latest available net asset value as at the Valuation Point for the relevant Dealing Day; units or shares in closed-ended collective investment schemes will, if listed or traded on a stock exchange or regulated market, be valued at the last traded price on the principal exchange or market for such investment as at the Valuation Point for the relevant Dealing Day or, if unavailable at the probable realisation value, as estimated with care and in good faith and as may be recommended by a competent professional appointed by the Administrator or the Manager and approved for the purpose by the Custodian.
- (f) Any value expressed otherwise than in the Base Currency of the relevant Fund (whether of an investment or cash) and any non-Base Currency borrowing shall be converted into the Base Currency at the rate (whether official or otherwise) which the Administrator deems appropriate in the circumstances.
- (g) Exchange traded derivative instruments will be valued at the settlement price for such instruments on such market as at the Valuation Point for the relevant Dealing Day; if such price is not available such value shall be the probable realisation value estimated with care and in good faith by the Administrator approved for such purpose by the Custodian. Over-the-counter derivative instruments will be valued at the latest valuation for such instruments as at the Valuation Point for the relevant Dealing Day as provided by the Approved Counterparty on a daily basis and verified on a weekly basis by a competent person (being independent from the Approved Counterparty), approved for such purpose by the Custodian. Forward foreign exchange contracts shall be valued as at the Valuation Point for the relevant Dealing Day by reference to the prevailing market maker quotations, namely, the price at which a new forward contract of the same size and maturity could be undertaken, or, if unavailable, they shall be valued at the settlement price as at the Valuation Point for the relevant Dealing Day as provided by the Approved Counterparty on a daily basis and verified on a weekly basis by a competent person (being independent from the Approved Counterparty), approved for such purpose by the Custodian.

Notwithstanding the provisions of paragraphs (a) to (g) above:-

The Administrator may, at its discretion in relation to any particular Fund which is a money market type Fund, value any investment with a known residual maturity of fifteen months or less by using the amortised cost method of valuation whereby the investment is valued at its acquisition cost adjusted for amortisation of premium or accretion of discount on the investment. The Administrator or its delegate shall review or cause a review to take place of deviations between the amortised method of valuation and the market value of investments, in accordance with the requirements of the Central Bank.

The Administrator may value floating rate instruments by using the amortised cost method of valuation where

such floating rate instruments:

- (i) have an annual or shorter reset date; and
- (ii) are determined by the Administrator to have a market value that approximates the amortised cost valuation; and
- (iii) have a residual value of two years or less or, in the case of investment grade instruments, up to five years provided that procedures are adopted for instruments having a residual maturity of between two and five years to ensure that the valuation produced does not vary significantly from the true market value.

The Administrator may, at its discretion, in relation to any particular Fund which is not a money market type fund but which invests in money market type instruments, value bonds, interest rate swaps, commercial paper, floating rate notes or similar instruments on the basis of amortised cost provided that each such security being valued using the amortised cost basis of valuation shall have a residual maturity not exceeding 6 months.

In the event of it being impossible or incorrect to carry out a valuation of a specific investment in accordance with the valuation rules set out in paragraphs (a) to (g) above, or if such valuation is not representative of the security's fair market value, the value shall be estimated by the Administrator or its delegate with care and in good faith, or by a competent person approved for the purpose by the Custodian, using an alternative method approved by the Custodian.

If in any case a particular value is not ascertainable as provided above or if the Directors shall consider that some other method of valuation better reflects the fair value of the relevant investment, then in such case the method of valuation of the relevant investment shall be such as the Directors in their absolute discretion shall determine, such method of valuation to be approved by the Custodian.

Suspension of Calculation of Net Asset Value

The Directors may at any time temporarily suspend the calculation of the Net Asset Value of any Fund and the subscription, repurchase and exchange of Shares and the payment of Repurchase Proceeds during:

- (i) any period when any of the Markets on which a substantial portion of the investments of the relevant Fund, from time to time, are quoted, listed or dealt in is closed, otherwise than for ordinary holidays, or during which dealings therein are restricted or suspended; or
- (ii) any period when, as a result of political, economic, military or monetary events or any circumstances outside the control, responsibility and power of the Directors, disposal or valuation of a substantial portion of the investments of the relevant Fund is not reasonably practicable without this being seriously detrimental to the interests of Shareholders of the relevant Fund or if, in the opinion of the Directors, the Net Asset Value of the Fund cannot be fairly calculated; or
- (iii) any breakdown in the means of communication normally employed in determining the price of a substantial portion of the investments of the relevant Fund, or when, for any other reason the current prices on any Market of any of the investments of the relevant Fund cannot be promptly and accurately ascertained; or
- (iv) any period during which any transfer of funds involved in the realisation or acquisition of investments of the relevant Fund cannot, in the opinion of the Directors, be effected at normal prices or rates of exchange; or
- (v) any period when the Directors are unable to repatriate funds required for the purpose of making payments due on the repurchase of Shares in the relevant Fund; or
- (vi) any period when the Directors consider it to be in the best interest of the relevant Fund; or
- (vii) following the circulation to Shareholders of a notice of a general meeting at which a resolution proposing to wind up the Company or terminate the relevant Fund is to be considered.

Where possible, all reasonable steps will be taken to bring any period of suspension to an end as soon as possible.

Shareholders who have requested subscriptions or repurchases of Shares of any Class or exchanges of Shares of one Class to another will be notified of any such suspension in such manner as may be directed by the Directors and, unless withdrawn but subject to the limitation referred to above, their requests will be dealt with on the first relevant Dealing Day after the suspension is lifted. Any such suspension will be notified on the same Business Day to the Central Bank and, in relation to applicable Shares, without delay to the Irish Stock Exchange and the competent authorities in the jurisdictions in which the Shares are marketed. Details of any such suspension will also be notified to all Shareholders and will be published in a newspaper circulating in an appropriate jurisdiction, or such other publications as the Directors may determine if, in the opinion of the Directors, it is likely to exceed 14 days.

Notification of Prices

The issue price and Repurchase Price of each Class of Shares of each Fund will be available from the Administrator, will be notified without delay, if the relevant Shares are listed on the Irish Stock Exchange, to the Irish Stock Exchange and will be published on each Business Day on www.ise.ie. Such prices will, unless otherwise indicated in the relevant Supplement, usually be the prices applicable to the previous Dealing Day's trades and are therefore only indicative.

Form of Shares, Share Certificates and Transfer of Shares

Shares entered on the register of the Company will be in non-certificated form and share certificates will not be issued. Contract notes providing details of the trade will normally be issued within one Business Day of the relevant Dealing Day. Confirmation of ownership evidencing entry in the register will normally be issued on a monthly basis upon receipt of all original documentation required by the Administrator.

The transfer of interests in Shares registered in the name of a Clearing System may be arranged by the Accountholder directly with the relevant Clearing System. Accountholders who wish to transfer their interests in Shares out of a Clearing System must also apply directly to the relevant Clearing System. Transfers made by the Accountholders within any Clearing System may be made between Accountholders on the books of the Clearing System and will not be registered on the register as the relevant Clearing System (or its nominee) will remain the registered Shareholder. The transfer of Shares by a Shareholder shall be effected by an instrument in writing in common form or in any other form approved by the Directors and signed by (or, in the case of a transfer by a body corporate, signed on behalf of or sealed by) the transferor. Transferees will be required to complete an Application Form and provide any other documentation reasonably required by the Administrator. In the case of the death of one of joint Shareholders, the survivor or survivors will be the only person or persons recognised by the Company as having any title to or interest in the Shares registered in the names of such joint Shareholders.

Shares may not be transferred to (i) a U.S. Person or (ii) any entity having the FATCA status of Nonparticipating FFI or Passive NFFE with one or more substantial U.S. owners or (iii) any person who does not clear such money laundering checks as the Directors may determine; or (iv) any person who appears to be in breach of any law or requirement of any country or governmental authority or by virtue of which such person is not qualified to hold such Shares; or (v) 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 relevant Fund incurring any liability to taxation or suffering any other pecuniary legal or material administrative disadvantages or being in breach of any law or regulation which the relevant Fund might not otherwise have incurred, suffered or breached; or (vi) any individual under the age of 18 (or such other age as the Directors may think fit) or of unsound mind; or (vii) any person unless the transferee of such Shares would, following such transfer, be the holder of Shares equal to or greater than the Minimum Initial Investment Amount; or (viii) any person in circumstances where as a result of such transfer the transferor or transferee would hold less than the Minimum Shareholding; or (ix) any person where in respect of such transfer any payment of taxation remains outstanding; or (x) is any other circumstances prohibited by the Articles as described herein. Registration of any transfer may be refused by the Directors if, following the transfer, either transferor or transferee would hold Shares having a value less than the Minimum Shareholding for that Class of Shares specified in the Supplement for the relevant Fund.

If the transferor is, or is deemed to be, or is acting on behalf of an Irish Resident, the Company is entitled to repurchase and cancel a sufficient portion of the transferor's Shares as will enable the Company to pay the tax payable in respect of the transfer to the Revenue Commissioners in Ireland.

FEES AND EXPENSES

General

Particulars of the specific fees and expenses (including performance fees, if any) payable to the Manager, any Investment Manager, the Investment Advisor, the Administrator, the Custodian and the Distributor are set out in the relevant Supplement.

The Company may pay out of the assets of each Fund the fees and expenses payable to the Manager, the Investment Manager (if any), the Investment Advisor, the Custodian, the Administrator and the Distributor, the fees and expenses of sub-custodians which will be at normal commercial rates, the fees and expenses of the Directors (if any, as referred to below), any fees in respect of circulating details of the Net Asset Value, stamp duties, all taxes and VAT, company secretarial fees, any costs incurred in respect of meetings of Shareholders, marketing and distribution costs, investment transaction charges, costs incurred in respect of the distribution of income to Shareholders, the fees and expenses of any paying agent or representative appointed in compliance with the requirements of another jurisdiction, any amount payable under indemnity provisions contained in the Articles or any agreement with any appointee of the Company, all sums payable in respect of directors' and officers' liability insurance cover, brokerage or other expenses of acquiring and disposing of investments, the fees and expenses of the auditors, tax and legal advisers and fees connected with listing any Shares on the Irish Stock Exchange and registering any Shares for sale in other jurisdictions. The costs of printing and distributing this Prospectus, the relevant Supplement, reports, accounts and any explanatory memoranda, any necessary translation fees, the costs of publishing prices and any costs incurred as a result of periodic updates of this Prospectus, or of a change in law or the introduction of any new law (including any costs incurred as a result of compliance with any applicable code, whether or not having the force of law) may also be paid out of the assets of the Company. Such fee arrangements shall be disclosed in the Supplement for the relevant Fund.

For the avoidance of doubt, any fees payable to an Investment Manager shall be paid by the Manager or the Investment Advisor out of their fees and shall not be paid out of the assets of the relevant Fund.

Such fees, duties and charges will be charged to the Fund in respect of which they were incurred. In the case of any fees or expenses of a regular or recurring nature, such as audit fees, the Directors may calculate such fees and expenses on an estimated figure for yearly or other periods in advance and accrue the same in equal proportions over any period.

Directors Fees

The Directors who are not associated with the Investment Advisor will be entitled to remuneration for their services as directors provided however that the emoluments of each such Director shall not exceed €15,000 (exclusive of VAT) per annum for the Company and the initial five Funds and €1,000 (exclusive of VAT) per annum for each additional Funds established thereafter (pro-rated for part years or as otherwise agreed) per Director or such other amount as may be notified to, and approved in advance by, the Shareholders in general meeting. In addition, all of the Directors will be entitled to be reimbursed out of the assets of each Fund for their reasonable out of pocket expenses incurred in discharging their duties as directors.

Establishment Costs

The cost of establishing the Company, obtaining authorisation from any authority, filing fees, the preparation and printing of this Prospectus, the fees and costs of all professionals relating to it, will be borne by Citigroup Global Markets Limited. The cost of establishing subsequent funds may be charged to the relevant Fund.

TAXATION

General

The following statements on taxation are with regard to the law and practice in force in Ireland at the date of this document and do not constitute legal or tax advice to Shareholders or prospective Shareholders. As is the case with any investment, there can be no guarantee that the tax position or proposed tax position prevailing at the time an investment in the Company is made will endure indefinitely, as the basis for and rates of taxation can fluctuate.

Prospective Shareholders should familiarise themselves with and, where appropriate, take advice on the laws and regulations (such as those relating to taxation and exchange controls) applicable to the subscription for, and the holding and repurchase of, Shares in the places of their citizenship, residence and domicile.

The Directors recommend that Shareholders obtain tax advice from an appropriate source in relation to the tax liability arising from the holding of Shares in the Company and any investment returns from those Shares.

Ireland

(a) Taxation of the Company

The Directors have been advised that the Company is an investment undertaking within the meaning of section 739B TCA and therefore is not chargeable to Irish tax on its relevant income or relevant gains so long as the Company is resident for tax purposes in Ireland. The Company will be resident for tax purposes in Ireland as it is centrally managed and controlled in Ireland. The Directors of the Company will conduct the affairs of the Company in a manner that will allow for this

The income and capital gains received by the Company from securities issued in countries other than Ireland or assets located in countries other than Ireland may be subject to taxes including withholding tax in the countries where such income and gains arise. The Company may not be able to benefit from reduced rates of withholding tax by virtue of the double taxation treaties in operation between Ireland and other countries. The Directors will have sole discretion as to whether the Company will apply for such benefits and may decide not to apply for such benefits if they determine that it may be administratively burdensome, cost prohibitive or otherwise impractical.

In the event that the Company receives any repayment of withholding tax suffered, the Net Asset Value of the Company will not be restated and the benefit of any repayment will be allocated to the then existing Shareholders rateably at the time of repayment.

Notwithstanding the above, a charge to tax may arise for the Company in respect of Shareholders on the happening of a "Chargeable Event" in the Company.

A Chargeable Event includes:

- (i) any payment to a Shareholder by the Company in respect of their Shares;
- (ii) any transfer, cancellation, redemption or repurchase of Shares; and
- (iii) any deemed disposal by a Shareholder of their Shares at the end of a "relevant period" (a "**Deemed Disposal**").

A "relevant period" is a period of eight years beginning with the acquisition of Shares by a Shareholder and each subsequent period of eight years beginning immediately after the preceding relevant period.

A Chargeable Event does not include:

- (i) any transaction in relation to Shares held in a recognised clearing system;

- (ii) any exchange by a Shareholder effected by way of a bargain made at arm's length by the Company, of Shares in the Company for other Shares in the Company;
- (iii) certain transfers of Shares between spouses or civil partners and former spouses or former civil partners;
- (iv) an exchange of Shares arising on a qualifying amalgamation or reconstruction of the Company with another Irish investment undertaking; or
- (v) the cancellation of shares in the company arising from an exchange in relation to a scheme of amalgamation (as defined in section 739HA).

On the happening of a Chargeable Event, the Company shall be entitled to deduct the appropriate amount of tax on any payment made to a Shareholder in respect of the Chargeable Event. On the occurrence of a Chargeable Event where no payment is made by the Company to the Shareholder, the Company may appropriate or cancel the required number of Shares to meet the tax liability.

Where the Chargeable Event is a Deemed Disposal and the value of Shares held by Irish Resident Shareholders in the Company is less than 10% of the total value of Shares in the Company (or a sub-fund) and the Company has made an election to the Revenue Commissioners to report annually certain details for each Irish Resident Shareholder, the Company will not be required to deduct the appropriate tax and the Irish Resident Shareholder (and not the Company) must pay the tax on the Deemed Disposal on a self-assessment basis. Credit is available against appropriate tax relating to the Chargeable Event for appropriate tax paid by the Company or the Shareholder on any previous Deemed Disposal. On the eventual disposal by the Shareholder of the Shares, a refund of any unutilised credit will be payable.

(b) **Taxation of Shareholders**

Non-Irish Resident Shareholders

Non-Irish Resident Shareholders will not be chargeable to Irish tax on the happening of a Chargeable Event provided that either:

- (i) the Company is in possession of a completed Relevant Declaration to the effect that the Shareholder is not an Irish Resident, or
- (ii) the Company is in possession of written notice of approval from the Revenue Commissioners to the effect that the requirement to provide a Relevant Declaration is deemed to have been complied with in respect of that Shareholder and the written notice of approval has not been withdrawn by the Revenue Commissioners.

If the Company is not in possession of a Relevant Declaration or the Company is in possession of information which would reasonably suggest that the Relevant Declaration is not or is no longer materially correct, the Company must deduct tax on the happening of a Chargeable Event in relation to such Shareholder. The tax deducted will generally not be refunded.

Intermediaries acting on behalf of non-Irish Resident Shareholders can claim the same exemption on behalf of the Shareholders for whom they are acting. The intermediary must complete a Relevant Declaration that it is acting on behalf of a non-Irish Resident Shareholder.

A non-Irish Resident corporate Shareholder which holds Shares directly or indirectly by or for a trading branch or agency of the Shareholder in Ireland, will be liable for Irish corporation tax on income from the Shares or gains made on the disposal of the Shares.

Exempt Irish Shareholders

The Company is not required to deduct tax in respect of an Exempt Irish Shareholder so long as the Company is in possession of a completed Relevant Declaration from those persons and the Company has no reason to believe that the Relevant Declaration is materially incorrect. The Exempt Irish Shareholder must notify the Company if it ceases to be an Exempt Irish Shareholder. Exempt Irish Shareholders in respect of whom the Company is not in possession of a Relevant Declaration will be treated by the Company as if they are not Exempt Irish Shareholders.

Exempt Irish Shareholders may be liable to Irish tax on their income, profits and gains in relation to any sale, transfer, repurchase, redemption or cancellation of Shares or dividends or distributions or other payments in respect of their Shares. It is the obligation of the Exempt Irish Shareholder to account for tax to the Revenue Commissioners.

The rate of corporation tax applicable to Schedule D Case IV income is currently 25%. The rate of corporation tax applicable to Schedule D Case I income is 12.5%.

Irish-Resident Shareholders

Irish Resident Shareholders (who are not Exempt Irish Shareholders) will be liable to tax on the happening of a Chargeable Event. Tax at the rate of 41% will be deducted by the Company on payments made to the Shareholder in relation to the Shares or on the sale, transfer, Deemed Disposal (subject to the 10% threshold outlined above), cancellation, redemption or repurchase of Shares or the making of any other payment in respect of the Shares.

An Irish Resident Shareholder who is not a company and is not an Exempt Irish Shareholder will not be liable to any further income or capital gains tax in respect of any sale, transfer, Deemed Disposal, cancellation, redemption or repurchase, of Shares or the making of any other payment in respect of their Shares.

Where the Irish Resident Shareholder is a company which is not an Exempt Irish Shareholder, and the payment is not taxable as trading income under Schedule D Case I, the amount received will be treated as the net amount of an annual payment chargeable to tax under Schedule D Case IV from the gross amount of which income tax has been deducted at 25%.

Where the Irish Resident Shareholder is a company which is not an Exempt Irish Shareholder, and the payment is taxable as trading income under Schedule D Case I, the following provisions apply:

- (i) the amount received by the Shareholder is increased by any amount of tax deducted by the Company and will be treated as income of the Shareholder for the chargeable period in which the payment is made;
 - (ii) where the payment is made on the sale, transfer, Deemed Disposal, cancellation, redemption or repurchase of Shares, such income will be reduced by the amount of consideration in money or money's worth given by the Shareholder for the acquisition of those Shares; and
 - (iii) the amount of tax deducted by the Company will be set off against the Irish corporation tax assessable on the Shareholder in respect of the chargeable period in which the payment is made.
- (c) **Personal Portfolio Investment Undertaking**

An investment undertaking will be considered to be a personal portfolio investment undertaking (PPIU) in relation to a specific Irish Resident Shareholder where that Irish Resident Shareholder can influence the selection of some or all of the property of the undertaking. The undertaking will only be a PPIU in respect of those Irish Resident Shareholders who can influence the selection. A gain arising on a chargeable event in relation to a PPIU will be taxed at the rate of 60%. An undertaking will not be considered to be a PPIU where certain conditions are complied with as set out in section 739BA TCA.

Currency Gains

Where a currency gain is made by an Irish Resident Shareholder on the disposal of Shares, that Shareholder may be liable to capital gains tax in respect of any chargeable gain made on the disposal.

Stamp Duty

On the basis that the Company qualifies as an investment undertaking within the meaning of section 739B TCA, no Irish stamp duty will be payable on the subscription, transfer or repurchase of Shares. The stamp duty implications for subscriptions for Shares or transfer or repurchase of Shares in specie should be

considered on a case by case basis.

Capital Acquisitions Tax

No Irish gift tax or inheritance tax (capital acquisitions tax) liability will arise on a gift or inheritance of Shares provided that:

- (i) at the date of the disposition the transferor of the Shares is neither domiciled nor ordinarily resident in Ireland, and, at the date of the gift or inheritance the transferee of the Shares is neither domiciled nor ordinarily resident in Ireland; and
- (ii) the Shares are comprised in the gift or inheritance at the date of the gift or inheritance and at the valuation date.

EU Savings Directive

In accordance with EC Council Directive 2003/48/EC regarding the taxation of interest income, a paying agent (within the meaning of the Directive) who makes a payment of interest (which may include an income or capital distribution payment) on behalf of the Company to an individual who is resident in another Member State or a residual entity established in another Member State, is required to provide details of those payments (which includes certain payments made by collective investment undertakings) and certain details relating to the Shareholders of the Company to the Revenue Commissioners. The Revenue Commissioners are obliged to provide such information to the competent authorities of the Member State of residence of the individual or residual entity concerned.

The paying agent shall be entitled to require Shareholders to provide information regarding tax status, identity or residency in order to satisfy the disclosure requirements in this Directive. Shareholders will be deemed by their subscription for Shares in respect of the Company to have authorised the automatic disclosure of such information by the paying agent to the relevant tax authorities.

On 24 March 2014, the Council of the European Union adopted an EU Council Directive amending and broadening the scope of the requirements described above. In particular, the changes expand the range of payments covered by the Directive to include certain additional types of income, and widen the range of recipients payments to whom are covered by the Directive, to include certain other types of entity and legal arrangement. Member States are required to implement national legislation giving effect to these changes by 1 January 2016 (which national legislation must apply from 1 January 2017).

FATCA Implementation in Ireland

On 21 December 2012, the governments of Ireland and the United States signed an Agreement to Improve International Tax Compliance and to Implement FATCA (the “**Inter-Governmental Agreement**”).

This agreement will significantly increase the amount of tax information automatically exchanged between Ireland and the United States. It provides for the automatic reporting and exchange of information in relation to accounts held in Irish “financial institutions” by U.S. persons and the reciprocal exchange of information regarding U.S. financial accounts held by Irish residents. It is likely that the Fund will be subject to these rules.

Complying with such requirements will require the Company to request and obtain certain information and documentation from its Shareholders, other account holders and (where applicable) the beneficial owners of its Shareholders and to provide any information or documentation indicating direct or indirect ownership by U.S. Persons to the competent authorities in Ireland. In this regard, The Company (and / or the Administrator or Investment Manager) shall be entitled to require investors to provide any information regarding their tax status, identity or residency in order to satisfy any reporting requirements which the Company may have as a result of the Inter-Governmental Agreement or any legislation promulgated in connection with the agreement and investors will be deemed, by their subscription for or holding of Shares to have authorised the automatic disclosure of such information by the Company or any other person to the relevant tax authorities. Shareholders and other account holders will be required to comply with these requests, and non-complying Shareholders may be subject to compulsory redemption or repurchase of Shares and/or withholding of 30% on certain payments and/ or other monetary penalties.

The Inter-Governmental Agreement provides that Irish financial institutions will report to the Irish Revenue

Commissioners in respect of US account-holders and, in exchange, U.S. financial institutions will be required to report to the U.S. Internal Revenue Service in respect of any Irish-resident account-holders. The two tax authorities will then automatically exchange this information on an annual basis.

There can be no assurance that payments to the Company in respect of its assets, including on an Investment will not be subject to withholding under FATCA. Accordingly a Shareholder should consult its own tax advisors as to the potential implication of the US withholding taxes on the Shares before investing.

Certain Irish Tax Definitions

Residence – Company

A company which has its central management and control in Ireland is resident in Ireland irrespective of where it is incorporated. A company which does not have its central management and control in Ireland but which is incorporated in Ireland is resident in Ireland except where:

- (i) the company or a related company carries on a trade in Ireland, and either the company is ultimately controlled by persons resident in Member States or, in countries with which Ireland has a double taxation treaty (a "taxation treaty country"), or the company or a related company are quoted companies on a recognised stock exchange in the European Union or in a taxation treaty country provided that, in each case, the Company is not managed and controlled in a jurisdiction which does not apply a residency test based on central management and control; or
- (ii) the company is regarded as not resident in Ireland under a double taxation treaty between Ireland and another country.

Residence – Individual

The Irish tax year operates on a calendar year basis.

An individual will be regarded as being resident in Ireland for a tax year if that individual:

- (i) spends 183 days or more in Ireland in that tax year; or
- (ii) has a combined presence of 280 days in Ireland, taking into account the number of days spent in Ireland in that tax year together with the number of days spent in Ireland in the preceding tax year.

Presence in a tax year by an individual of not more than 30 days in Ireland, will not be reckoned for the purpose of applying the two year test. Presence in Ireland for a day means the personal presence of an individual at any point in time during the particular day in question.

Ordinary Residence – Individual

The term "ordinary residence" as distinct from "residence", relates to a person's normal pattern of life and denotes residence in a place with some degree of continuity.

An individual who has been resident in Ireland for three consecutive tax years becomes ordinarily resident with effect from the commencement of the fourth tax year.

An individual who has been ordinarily resident in Ireland ceases to be ordinarily resident at the end of the third consecutive tax year in which that individual is not resident in Ireland. Thus, an individual who is resident and ordinarily resident in Ireland in 2009 will remain ordinarily resident in Ireland until the end of the tax year 2012.

Intermediary

means a person who:-

- (i) carries on a business which consists of, or includes, the receipt of payments from an investment undertaking on behalf of other persons; or

- (ii) holds shares in an investment undertaking on behalf of other persons.

Other Jurisdictions

The tax consequences of any investment can vary considerably from one jurisdiction to another, and ultimately will depend on the tax regime of the jurisdictions within which a person is tax resident. **Therefore the Directors strongly recommend that Shareholders obtain tax advice from an appropriate source in relation to the tax liability arising from the holding of Shares in the Company and any investment returns from those Shares.** It is the Director's intention to manage the affairs of the Company so that it does not become resident outside of Ireland for tax purposes.

GENERAL INFORMATION

Reports and Accounts

The Company's year end is 30 June in each year. The annual report and audited accounts of the Company will, if Shares issued in respect of a Fund are listed on the Irish Stock Exchange, be sent to the Irish Stock Exchange and made available to Shareholders within four months after the conclusion of each accounting year and at least 21 days before the general meeting of the Company at which they are to be submitted for approval. The Company will also prepare unaudited semi-annual reports which will, if Shares issued in respect of a Fund are listed on the Irish Stock Exchange, be sent to the Irish Stock Exchange and made available to Shareholders within two months after 31 December in each year.

Such reports and accounts will contain a statement of the Net Asset Value of each Fund and of the investments comprised therein as at the Company's year end or the end of such semi-annual period.

The Directors may send such reports and accounts electronically to Shareholders in accordance with the requirements of the Central Bank. Copies of such reports and accounts shall also be made available to Shareholders via a website at the following address, www.funds.citi.com, from time to time.

Incorporation and Share Capital

The Company was incorporated and registered in Ireland under the Companies Acts as an open-ended umbrella investment company with variable capital and segregated liability between Funds on 1 February 2008 with registered number 452758.

At the date hereof, the authorised share capital of the Company is 1,000,000,000,000 Shares of no par value initially designated as unclassified shares.

The unclassified shares are available for issue as Shares. The issue price is payable in full on acceptance. There are no rights of pre-emption attaching to the Shares in the Company.

Subject to the exceptions set out under "Transfer of Shares" below and any further restrictions as set out in the Supplement of the relevant Fund, the Shares issued by the Company are freely transferable.

The right of holders of any Shares to participate in the assets of the Company is limited to the assets (if any) of the Fund relating to such Shares. If the realised net assets of any Fund are insufficient to pay any amounts due on the relevant Shares in full in accordance with the Supplement and the Articles, the relevant Shareholders will have no further right of payment in respect of such Shares or any claim against any other Fund or any other assets of the Company. Each Shareholder's right to any return of capital or income on the Shares is subject to this Prospectus, the relevant Supplement and the Articles generally.

Memorandum and Articles of Association

Clause 2 of the Memorandum of Association provides that the sole object of the Company is the collective investment in transferable securities and/or other liquid financial assets of capital raised from the public operating on the principle of risk-spreading in accordance with the Regulations.

The Articles contain provisions to the following effect:

1. **Directors' Authority to Allot Shares.** The Directors are generally and unconditionally authorised to exercise all powers of the Company to allot relevant securities, including fractions thereof, up to an amount equal to the authorised but as yet unissued share capital of the Company;
2. **Variation of rights.** The rights attached to any Class may be varied or abrogated with the consent in writing of the holders of three-fourths in number of the issued Shares of that Class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the Shares of the Class, and may be so varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding-up but such consent or sanction will not be required in the case of a variation, amendment or abrogation of the rights attached to any Shares of any Class if, in the view of the Directors, such variation, amendment or abrogation does not materially prejudice the interests of the

relevant Shareholders or any of them. Any such variation, amendment or abrogation will be set out in a supplement to (or restatement of) the relevant Supplement originally issued in connection with the relevant Shares, a copy of which will be sent to the relevant Shareholders entered on the Register on the date of issue of such document and will be binding on the relevant Shareholders. The quorum at any such separate general meeting, other than an adjourned meeting, shall be two persons holding or representing by proxy at least one third of the issued Shares of the Class in question and the quorum at an adjourned meeting shall be two persons holding or representing by proxy 20% of the issued Shares of the Class in question;

3. **Voting Rights.** Subject to any rights or restrictions for the time being attached to any Class or Classes of Shares, on a show of hands every holder who is present in person or by proxy shall have one vote and the holder(s) of subscriber shares present in person or by proxy shall have one vote in respect of all the subscriber shares in issue and on a poll every holder present in person or by proxy shall have one vote for every Share of which he is the holder and every holder of a subscriber share present in person or by proxy shall have one vote in respect of his holding of subscriber shares. Holders who hold a fraction of a Share may not exercise any voting rights, whether on a show of hands or on a poll, in respect of such fraction of a Share;
4. **Alteration of Share Capital.** The Company may from time to time by ordinary resolution increase the share capital by such amount and/or number as the resolution may prescribe.

The Company may also by ordinary resolution:

- (i) consolidate and divide all or any of its share capital into Shares of larger amount;
 - (ii) subdivide its Shares, or any of them, into Shares of smaller amount or value;
 - (iii) cancel any Shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and reduce the amount of its authorised share capital by the amount of the Shares so cancelled; or
 - (iv) redenominate the currency of any Class of Shares;
5. **Directors' Interests.** Provided that the nature and extent of his interest shall be disclosed as set out below, no Director or intending Director shall be disqualified by his office from contracting with the Company nor shall any such contract or any contract or arrangement entered into by or on behalf of any other company in which any Director shall be in any way interested be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established;

The nature of a Director's interest must be declared by him at the meeting of the Directors at which the question of entering into the contract or arrangement is first taken into consideration, or if the Director was not at the date of that meeting interested in the proposed contract or arrangement at the next meeting of the Directors held after he became so interested, and in a case where the Director becomes interested in a contract or arrangement after it is made, at the first meeting of the Directors held after he becomes so interested;

A Director shall not vote at a meeting of the Directors or of any committee established by the Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest which is material (other than an interest arising by virtue of his interest in Shares or debentures or other securities or otherwise in or through the Company) or a duty which conflicts or may conflict with the interests of the Company. A Director shall not be counted in the quorum present at a meeting in relation to any such resolution on which he is not entitled to vote;

6. **Borrowing Powers.** The Directors may exercise all of the powers of the Company to borrow or raise money and to mortgage, or charge its undertaking, property and assets (both present and future) and uncalled capital or any part thereof and to issue securities, whether outright or as collateral security for any debt, liability or obligation of the Company provided that all such borrowings shall be within the limits and conditions laid down by the Central Bank;
7. **Delegation to Committee.** The Directors may delegate any of their powers to any committee consisting of Directors. Any such delegation may be made subject to any conditions the Directors may

impose, and either collaterally with or to the exclusion of their own powers and may be revoked. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the provisions of the Articles regulating the proceedings of Directors so far as they are capable of applying;

8. **Retirement of Directors.** The Directors shall not be required to retire by rotation or by virtue of their attaining a certain age;
9. **Directors' Remuneration.** Unless and until otherwise determined from time to time by the Company in general meeting, the ordinary remuneration of each Director shall be determined from time to time by resolution of the Directors. Any Director who is appointed as an executive director (including for this purpose the office of chairman or deputy chairman) or who serves on any committee, or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of fees, commission or otherwise as the Directors may determine. The Directors may be paid all travelling, hotel and other out-of-pocket expenses properly incurred by them in connection with their attendance at meetings of the Directors or committees established by the Directors or general meetings or separate meetings of the holders of any Class of Shares of the Company or otherwise in connection with the discharge of their duties;
10. **Transfer of Shares.** Subject to the restrictions set out below, the Shares of any holder may be transferred by instrument in writing in any usual or common form or any other form, which the Directors may approve.

The Directors in their absolute discretion and without assigning any reason therefor may decline to register any transfer of a Share to (i) a U.S. Person (unless permitted under certain exceptions under the laws of the United States) or; (ii) any entity having the FATCA status of Nonparticipating FFI or Passive NFFE with one or more substantial U.S. owners; or (iii) any person who does not clear such money laundering checks as the Directors may determine; or (iv) any person who appears to be in breach of any law or requirement of any country or government authority or by virtue of which such person is not qualified to hold such Shares; or (v) 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 incurring any liability to taxation or suffering any other pecuniary legal or material administrative disadvantages or being in breach of any law or regulation which the Company might not otherwise have incurred, suffered or breached; or (vi) an individual under the age of 18 (or such other age as the Directors may think fit) or of unsound mind; or (vii) any person unless the transferee of such Shares would, following such transfer, be the holder of Shares equal to or greater than the Minimum Initial Investment Amount; or (viii) any person in circumstances where as a result of such transfer the transferor or transferee would hold less than the Minimum Shareholding; or (ix) any person where in respect of such transfer any payment of taxation remains outstanding.

The Directors may decline to recognise any instrument of transfer unless it is accompanied by the certificate for the Shares to which it relates (if issued), is in respect of one class of Share only, is in favour of not more than four transferees and is lodged at the registered office or at such other place as the Directors may appoint;

11. **Right of Repurchase.** Shareholders have the right to request the Company to repurchase their Shares in accordance with the provisions of the Articles;
12. **Dividends.** The Articles permit the Directors to declare such dividends on any Class of Shares as appear to the Directors to be justified by the profits of the relevant Fund and/or the capital of the relevant Fund. The Directors may satisfy any dividend due to holders of Shares in whole or in part by distributing to them in specie any of the assets of the relevant Fund and, in particular, any investments to which the relevant Fund is entitled. A holder may require the Directors instead of transferring any assets in specie to him, to arrange for a sale of the assets and for payment to the holder of the net proceeds of same. Any dividend unclaimed for six years from the date of declaration of such dividend shall be forfeited and shall revert to the relevant Fund;
13. **Funds.** The Directors are required to establish a separate pool of assets for each Fund created by the Company from time to time, to which the following shall apply:-
 - (i) for each Fund the Company shall keep separate books and records in which all transactions

relating to the relevant Fund shall be recorded and, in particular, the proceeds from the allotment and issue of Shares of each Class of the Fund, and the investments and the liabilities and income and expenditure attributable thereto shall be applied to such Fund subject to the provisions of the Articles;

- (ii) any asset derived from any other asset(s) (whether cash or otherwise) comprised in any Fund, shall be applied in the books and records of the Company to the same Fund as the asset from which it was derived and any increase or diminution in the value of such an asset shall be applied to the relevant Fund;
- (iii) no Shares will be issued on terms that entitle the Shareholders of any Fund to participate in the assets of the Company other than the assets (if any) of the Fund relating to such Shares. If the proceeds of the assets of the relevant Fund are not sufficient to fund the full repurchase amount payable to each Shareholder for the relevant Fund, the proceeds of the relevant Fund will, subject to the terms for the relevant Fund, be distributed equally among each Shareholder of the relevant Fund *pro rata* to the amount paid up on the Shares held by each Shareholder. If the realised net assets of any Fund are insufficient to pay any amounts due on the relevant Shares in full in accordance with the terms of the relevant Fund, the relevant Shareholders of that Fund will have no further right of payment in respect of such Shares or any claim against the Company, any other Fund or any assets of the Company in respect of any shortfall;
- (iv) each Fund shall be charged with the liabilities, expenses, costs, charges or reserves of the Company in respect of or attributable to that Fund; and
- (v) in the event that any asset attributable to a Fund is taken in execution of a liability not attributable to that Fund, the provisions of section 256E of the Companies Act, 1990 shall apply.

14. **Fund Exchanges.** Subject to the provisions of the Articles, a Shareholder holding Shares in any Class of a Fund on any Dealing Day shall have the right from time to time to exchange all or any of such Shares for Shares of another Class (such Class being either an existing Class or a Class agreed by the Directors to be brought into existence with effect from that Dealing Day);

15. **Termination of Funds**

15.1. Any Fund may be terminated by the Directors, in their sole and absolute discretion, by notice in writing to the Custodian in any of the following events:-

- 15.1.1. if at any time the Net Asset Value of the relevant Fund shall be less than such amount as may be determined by the Directors in respect of that Fund;
- 15.1.2. if any Fund shall cease to be authorised or otherwise officially approved;
- 15.1.3. if any law shall be passed which renders it illegal or in the opinion of the Directors impracticable or inadvisable to continue the relevant Fund;
- 15.1.4. if there is any material change in the tax status of the Company or any Fund in Ireland or in any other jurisdiction (including any adverse tax ruling by the relevant authorities in Ireland or any jurisdiction affecting the Company or any Fund) which the Directors consider would result in material adverse consequences on the Shareholders and/or the investments of the Fund;
- 15.1.5. if there is a change in material aspects of the business or in the economic or political situation relating to a Fund which the Directors consider would have material adverse consequences on the investments of the Fund;
- 15.1.6. if the Fund Assets held in respect of a Fund are terminated or redeemed and the Directors determine that it is not commercially practical to reinvest the realisation proceeds of such Fund Assets in replacement Fund Assets on terms that will enable the relevant Fund to achieve its investment objective and/or to comply with its investment policy; or
- 15.1.7. if the Derivative Contracts entered into in respect of a Fund are terminated early.

The decision of the Directors in any of the events specified herein shall be final and binding on all the parties concerned but the Directors shall be under no liability on account of any failure to terminate the relevant Fund

pursuant to this section 15 or otherwise.

16. **Winding up.** The Articles contain provisions to the following effect:

If the Company shall be wound up the liquidator shall, subject to the provisions of the Companies Acts and section 17 below, apply the assets of each Fund in such manner and order as he thinks fit in satisfaction of creditors' claims relating to that Fund;

The assets available for distribution amongst the Shareholders shall be applied as follows: first the proportion of the assets in a Fund attributable to each Class of Share shall be distributed to the holders of Shares in the relevant Class in the proportion that the number of Shares held by each holder bears to the total number of Shares relating to each such Class of Shares in issue as at the date of commencement to wind up; secondly, in the payment to the holder(s) of the subscriber shares of sums up to the nominal amount paid thereon out of the assets of the Company not attributable to other classes of shares. In the event that there are insufficient assets to enable such payment in full to be made, no recourse shall be had to the assets of the Company attributable to each Class of Share; and thirdly, any balance then remaining and not attributable to any of the Classes of Shares shall be apportioned pro-rata as between the Classes of Shares based on the Net Asset Value attributable to each Class of Shares as at the date of commencement to wind up and the amount so apportioned to a Class shall be distributed to holders pro-rata to the number of Shares in that Class of Shares held by them;

(If the Company shall be wound up (whether the liquidation is voluntary, under supervision or by the court) the liquidator may, with the authority of a special resolution of the relevant holders and any other sanction required by the Companies Acts, divide among the holders of Shares of any Class or Classes of a Fund in specie the whole or any part of the assets of the Company relating to that Fund, and whether or not the assets shall consist of property of a single kind, and may for such purposes set such value as he deems fair upon any one or more class or classes of property, and may determine how such division shall be carried out as between all the holders of Shares of the Company or the holders of different Classes of Shares in a Fund as the case may be. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of holders as the liquidator, with the like authority, shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no holder shall be compelled to accept any assets in respect of which there is a liability. A Shareholder may require the liquidator instead of transferring any asset in specie to him/her, to arrange for a sale of the assets and for payment to the holder of the net proceeds of same.

A Fund may be wound up pursuant to section 256E of the Companies Act, 1990 and in such event the provisions reflected in this paragraph 16 shall apply mutatis mutandis in respect of that Fund.

17. **Segregation of Liability and Limited Recourse**

Notwithstanding any statutory provision or rule of law to the contrary any liability incurred on behalf of or attributable to any Fund shall be discharged solely out of the assets of that Fund (or where there is more than one Class of Shares in respect of a Fund and a liability has been incurred which is attributable to a specific Class, solely out of the assets attributable to such Class), and no Director, receiver, examiner, liquidator, provisional liquidator or other person shall apply nor be obliged to apply the assets of any such Fund or such Class, as applicable, in satisfaction of any liability incurred on behalf of or attributable to any other Fund or Class.

The assets in a Fund attributable to each Class of Shares shall be applied solely in respect of the Shares of the Class to which they are attributable and no holder of Shares of such Class shall have any claim or right to any asset allocated to any other Fund or Class.

Any asset or sum recovered by the Company by any means whatsoever or wheresoever shall, after the deduction or payment of any costs of recovery, be applied to the Fund affected. In the event that assets attributable to a Fund or Class are taken in execution of a liability not attributable to that Fund or Class, and in so far as such assets or compensation in respect hereof cannot otherwise be restored to that Fund or Class, the Directors with the consent of the Custodian, shall certify or cause to be certified, the value of the assets lost to the Fund or Class affected and transfer or pay from the assets of the Fund or Funds or Class or Classes to which the liability was attributable, in priority to all other claims against such Fund or Funds or Class or Classes, assets or sums sufficient to restore to the Fund or Class affected, the value of the assets or sums lost to it.

The Company may sue and be sued in respect of a particular Fund or Class and may exercise the same rights of set-off, if any, as between its Funds or Classes as apply at law in respect of companies and the property of a Fund or a Class is subject to orders of the Irish courts as it would have been if the Fund or Class were a separate legal person.

In any proceedings brought by any Shareholder of a particular Fund, any liability of the Company to such Shareholder in respect of such proceeding shall only be settled out of the assets of the Fund corresponding to such Shares without recourse in respect of such liability or any allocation of such liability to any other Fund.

Nothing in this section shall prevent the application of any enactment or rule of law which would require the application of the assets of any Fund or Class in discharge of some or all of the liabilities of any other Fund or Class on the grounds of fraud or misrepresentation and, in particular, by reason of the application of sections 139 and 286 of the Companies Act, 1963.

Where a Fund enters into a Financial Derivative Instrument for and on behalf of a particular Class the gains and losses attributable to such transaction shall accrue solely to that Class. The relevant transaction will be valued in accordance with the provisions of Appendix III of the Articles and shall be clearly attributable to the specific Class. The Counterparty to any such transaction shall have its recourse in respect of such transaction limited to the particular Class's proportionate participation in the assets of the relevant Fund represented by the Net Asset Value of such Class. The Company may, for the purposes of meeting any such claim, apply the assets representing that particular Class's participation in the relevant Fund in discharging its obligations under the relevant financial derivative transaction. Upon exhaustion of the particular Class's participation in the assets of the relevant Fund, such Counterparty's claim shall be fully satisfied by the payment of such amounts as are available to be paid from that Class and any claim for further payment shall be extinguished.

18. **Share Qualification.** The Articles do not contain a share qualification for Directors.

Litigation and Arbitration

Since incorporation the Company has not been involved in any litigation or arbitration nor are the Directors aware of any pending or threatened litigation or arbitration.

Directors' Interests

19. At the date of this Prospectus, no Director has any interest, direct or indirect, in any assets which have been or are proposed to be acquired or disposed of by, or issued to, the Company and save as provided in 4 below no Director is materially interested in any contract or arrangement subsisting at the date hereof which is unusual in its nature and conditions or significant in relation to the business of the Company.
20. At the date of this Prospectus neither the Directors nor any Associated Person have any beneficial interest in the share capital of the Company or any options in respect of such capital.

Material Contracts

The following contracts have been entered into otherwise than in the ordinary course of the business intended to be carried on by the Company and are or may be material.

1. **The Custodian Agreement** dated 8 January 2009 between the Company and Bear Stearns plc as novated to the Custodian on 30 September 2009. The Custodian Agreement provides that the appointment of the Custodian will continue unless terminated by either party giving to the other party 90 days' written notice after the expiration of an initial term of 18 months, although in certain circumstances the Custodian Agreement may be terminated forthwith by notice in writing by either party to the other. Any successor custodian must be acceptable to the Company and must be an entity approved by the Central Bank. In addition, the appointment of the successor custodian must be approved by the Central Bank. If no successor is appointed at the end of the 90 day notice period or such other periods as may be agreed between the parties from the giving of such notice, the Company shall forthwith repurchase the Shares or appoint a liquidator who shall wind up the Company and shall apply, thereafter, to the Central Bank to revoke the authorisation of the Company whereupon the Custodian's appointment shall terminate when the Company's authorisation has been revoked by the Central Bank. The Custodian Agreement contains certain indemnities payable out of the assets of the relevant Fund in favour of the Custodian which are restricted to exclude matters arising as a result of the Custodian's unjustifiable failure to perform its obligations, or the improper performance of them.

The Custodian Agreement contains limited recourse provisions under which the recourse against the Company of the Custodian in respect of any claims arising under or in relation to the Custodian

Agreement is expressed to be limited to the Fund established in respect of the Shares to which such claims relate, and the Custodian will have no recourse to any other assets of the Company. If following the realisation of all the assets of the relevant Fund and the application of such realisation proceeds in payment of all claims of the Custodian relating to the relevant Fund and all other liabilities (if any) of the Company ranking *pari passu* with or senior to such claims which have recourse to the relevant Fund, such claims are not paid in full, (a) the amount outstanding in respect of such claims will be automatically extinguished, (b) the Custodian will have no further right of payment in respect thereof and (c) the Custodian will not be able to petition for the winding-up of the Company or the termination of any other Fund as a consequence of any such shortfall.

2. **The Administration Agreement** dated 29 February 2008 between the Company, the Manager and the Administrator. The Administration Agreement provides that the appointment of the Administrator will continue unless and until terminated by either the Manager or the Administrator giving to each other not less than 90 days' written notice although in certain circumstances the Administration Agreement may be terminated forthwith by notice in writing by either the Manager or the Administrator to each other. The Administration Agreement contains certain indemnities payable out of the assets of the relevant Fund in favour of the Administrator which are restricted to exclude matters arising by reason of the negligence, fraud, or wilful default of the Administrator, its directors, officers or employees in the performance of its or their obligations and duties.

The Administration Agreement contains limited recourse provisions under which the recourse against the Manager or the Company of the Administrator in respect of any claims arising under or in relation to the Administration Agreement is expressed to be limited to the Fund established in respect of the Shares to which such claims relate, and the Administrator shall have no recourse to the Manager or any other assets of the Company. If following the realisation of all the assets of the relevant Fund and the application of such realisation proceeds in payment of all claims of the Administrator relating to the relevant Fund and all other liabilities (if any) of the Company ranking *pari passu* with or senior to such claims which have recourse to the relevant Fund, such claims are not paid in full, (a) the amount outstanding in respect of such claims will be automatically extinguished, (b) the Administrator will have no further right of payment in respect thereof and (c) the Administrator will not be able to petition for the winding-up of the Company as a consequence of any such shortfall.

3. **The Management Agreement** dated 29 February 2008 between the Company and the Manager. The Management Agreement provides that the appointment of the Manager will continue unless and until terminated by either the Manager or the Company giving to the other party not less than 90 days' written notice although in certain circumstances the Management Agreement may be terminated forthwith by notice in writing by either the Manager or the Company to the other party. The Management Agreement contains certain indemnities payable out of the assets of the relevant Fund in favour of the Manager which are restricted to exclude matters resulting from the fraud, bad faith, wilful default or negligence of the Manager in the performance or non-performance of its obligations and duties.

The Management Agreement contains limited recourse provisions under which the recourse against the Company of the Manager in respect of any claims arising under or in relation to the Management Agreement is expressed to be limited to the Fund established in respect of the Shares to which such claims relate, and the Manager will have no recourse to any other assets of the Company. If following the realisation of the assets of the relevant Fund and the application of such realisation proceeds in payment of all claims of the Manager relating to the relevant Fund and all other liabilities (if any) of the Company ranking *pari passu* with or senior to such claims which have recourse to the relevant Fund(s), such claims are not paid in full, (a) the amount outstanding in respect of such claims will be automatically extinguished, (b) the Manager will have no further right of payment in respect thereof and (c) the Manager will not be able to petition for the winding-up of the Company or the termination of any other Fund as a consequence of any such shortfall.

4. **The Investment Advisory Agreement** dated 29 February 2008 between the Company, the Manager and the Investment Advisor. The Investment Advisory Agreement provides that the appointment of the Investment Advisor will continue unless and until terminated by the Investment Advisor giving to the Manager not less than 30 days' written notice and by the Manager giving to the Investment Advisor not less than 90 days' written notice, although in certain circumstances the Investment Advisory Agreement may be terminated forthwith by notice in writing by either the Manager or the Investment Advisor to the other party. The Investment Advisory Agreement provides that the Manager may not terminate the Investment Advisory Agreement for three years from the date of approval of the Central Bank, subject to the provisos as set out in the Investment Advisory Agreement. The Investment Advisory Agreement contains certain indemnities payable out of the assets of the relevant Fund in favour of the Investment

Advisor which are restricted to exclude matters resulting from the fraud, wilful default or negligence of the Investment Advisor in the performance or non-performance of its obligations and duties.

The Investment Advisory Agreement contains limited recourse provisions under which the recourse against the Manager or the Company of the Investment Advisor in respect of any claims arising under or in relation to the Investment Advisory Agreement is expressed to be limited to the Fund established in respect of the Shares to which such claims relate, and the Investment Advisor shall have no recourse to the Manager or any other assets of the Company. If following the realisation of the assets of the relevant Fund and the application of such realisation proceeds in payment of all claims of the Investment Advisor relating to the relevant Fund and all other liabilities (if any) of the Company ranking *pari passu* with or senior to such claims which have recourse to the relevant Fund(s), such claims are not paid in full, (a) the amount outstanding in respect of such claims will be automatically extinguished, (b) the Investment Advisor will have no further right of payment in respect thereof and (c) the Investment Advisor will not be able to petition for the winding-up of the Company or the termination of any other Fund as a consequence of any such shortfall.

5. **The Distribution Agreement** dated 22 December 2014 between the Company, the Manager and the Distributor. The Distribution Agreement provides that the appointment of the Distributor will continue unless and until terminated by the Distributor giving to the Manager not less than 14 days' written notice and by the Manager giving to the Distributor not less than 90 days' written notice, although in certain circumstances the Distribution Agreement may be terminated forthwith by notice in writing by either the Manager or the Distributor to the other party; the Distribution Agreement contains certain indemnities payable out of the assets of the relevant Fund in favour of the Distributor which are restricted to exclude matters resulting from the fraud, wilful default or negligence of the Distributor in the performance or non-performance of its obligations and duties.

The Distribution Agreement provides that the Distributor and all other distributors shall obtain such status under the Foreign Account Tax Compliance Act as Participating Foreign Financial Institution ("PFFI"), Registered Deemed-Compliant Foreign Financial Institution ("RDCFFI"), Non-registering Local Bank, or Restricted Distributor and shall notify the Company within 90 days of any such change in that status. Any change to a status other than PFFI, RDCFFI, Non-registering Local Bank, or Restricted Distributor shall cause the Distribution Agreement to be terminated, within 90 days of the notification of the distributor's change in status and, with respect to all debt and equity interests of the FFI issued through that distributor, redeem those interests, convert those interests to direct holdings in the fund, or cause those interests to be transferred to another distributor within six months of the distributor's change in status.

The Distribution Agreement contains limited recourse provisions under which the recourse against the Manager or the Company of the Distributor in respect of any claims arising under or in relation to the Distribution Agreement is expressed to be limited to the Fund established in respect of the Shares to which such claims relate, and the Distributor shall have no recourse to the Manager or any other assets of the Company. If following the realisation of all of the assets of the relevant Fund and the application of such realisation proceeds in payment of all claims of the Distributor relating to the relevant Fund and all other liabilities (if any) of the Company ranking *pari passu* with or senior to such claims which have recourse to the relevant Fund(s), such claims are not paid in full, (a) the amount outstanding in respect of such claims will be automatically extinguished, (b) the Distributor will have no further right of payment in respect thereof and (c) the Distributor will not be able to petition for the winding-up of the Company or the termination of any other Fund as a consequence of any such shortfall.

Please refer to each Supplement for details of other relevant material contracts (if any) in respect of a Fund.

Miscellaneous

Save as disclosed under the "Incorporation and Share Capital" section above, no share or loan capital of the Company has been issued or agreed to be issued, is under option or otherwise. As of the date of this Prospectus, the Company does not have any loan capital (including term loans) outstanding or created but unissued or any outstanding mortgages, charges, debentures or other borrowings or indebtedness in the nature of borrowings, including bank overdrafts, liabilities under acceptance or acceptance credits, hire purchase or finance lease commitments, guarantee or other contingent liabilities.

Save as may result from the entry by the Company into the agreements listed under "Material Contracts" above or any other fees, commissions or expenses discharged, no amount or benefit has been paid or given or is intended to be paid or given to any promoter of the Company.

Save as disclosed under the "Conflicts of Interest" section above, no commissions, discounts, brokerages or other special terms have been paid or granted or are payable for subscribing or agreeing to subscribe, or procuring or agreeing to procure subscriptions, for any Shares or loan capital of the Company.

As at the date of this Prospectus, the Company has no outstanding mortgages, charges, debentures or other borrowings, including bank overdrafts and liabilities made under acceptance credits, obligations made under finance leases, hire purchase commitments, guarantees or other contingent liabilities.

Documents for Inspection

Copies of the following documents may be obtained from the Company and inspected at the registered office of the Company during usual business hours during a Business Day at the address shown in the Directory section below:

1. the Articles;
2. the Prospectus (as amended and supplemented) and the Supplements;
3. the annual and semi-annual reports relating to the Company most recently prepared by the Administrator;
4. details of notices sent to Shareholders;
5. the material contracts referred to above;
6. the Regulations;
7. the Central Bank Notices; and
8. a list of any directorships or partnerships, past or present, held by the Directors in the last five years.

Copies of the Articles (and, after publication thereof, the periodic reports and accounts) may be obtained from the Administrator free of charge.

APPENDIX I

Markets

Subject to the provisions of the Central Bank Notices and with the exception of permitted investments in unlisted securities, the Company will only invest in securities listed or traded on the following stock exchanges and regulated markets which meets with the regulatory criteria (regulated, operate regularly, be recognised and open to the public):

- 1
- (a) any stock exchange which is:
- located in an EEA Member State; or
 - located in Australia, Canada, Hong Kong, Japan, New Zealand, Switzerland, United States of America; or
- (b) any stock exchange included in the following list:-
- | | | |
|--|---|--|
| Argentina | - | Bolsa de Comercio de Buenos Aires, Cordoba, Mendoza, Rosario and La Plata Stock Exchange; |
| Bahrain | - | Bahrain Stock Exchange; |
| Bangladesh | - | Chittangong Stock Exchange and Dhaka Stock Exchange; |
| Bolivia | - | Mercada La Paz Stock Exchange and Santa Cruz Stock Exchange; |
| Botswana | - | Botswana Stock Exchange; |
| Brazil | - | Bolsa de Valores de Sao Paulo, Bolsa de Valores de Brasilia, Bolsa de Valores de Bahia-Sergipe - Alagoas, Bolsa de Valores de Extremo Sul, Bolsa de Valores de Parana, Bolsa de Valores de Regional, Bolsa de Valores de Santos, Bolsa de Valores de Pernambuco e Paraiba and Bolsa de Valores de Rio de Janeiro; |
| Bulgaria | - | Sofia Stock Exchange; |
| Channel Islands (Guernsey, Jersey & Isle of Man) | - | Channel Islands Stock Exchange; |
| Chile | - | Santiago Stock Exchange and Valparaiso Stock Exchange; |
| China | - | Shanghai Stock Exchange, Fujian Stock Exchange, Hainan Stock Exchange and Shenzhen Stock Exchange; |
| Colombia | - | Bolsa de Bogota and Bolsa de Medellin; |
| Ecuador | - | Quito Stock Exchange and Guayaquil Stock Exchange; |
| Egypt | - | Cairo Stock Exchange and Alexandria Stock Exchange; |
| Ghana | - | Ghana Stock Exchange; |
| India | - | Mumbai Stock Exchange, Madras Stock Exchange, Delhi Stock Exchange, Ahmedabab Stock Exchange, Bangalore Stock Exchange, Cochin Stock Exchange, Guwahati Stock Exchange, Magadh Stock Exchange, Pune Stock Exchange, Hyderabad Stock Exchange, Ludhiana Stock Exchange, Uttar Pradesh Stock Exchange, Calcutta Stock Exchange and the National Stock Exchange of India; |
| Indonesia | - | Jakarta Stock Exchange and Surabaya Stock Exchange; |
| Jordan | - | Amman Stock Exchange; |
| Kazakhstan | - | Kazakhstan Stock Exchange; |
| Kenya | - | Nairobi Stock Exchange; |
| Korea | - | Korean Stock Exchange; |
| Kuwait | - | Kuwait Stock Exchange; |
| Lebanon | - | Beirut Stock Exchange; |
| Malaysia | - | Kuala Lumpur Stock Exchange; |

Mauritius	-	Stock Exchange of Mauritius;
Mexico	-	Bolsa Mexicana de Valores;
Morocco	-	Casablanca Stock Exchange;
Namibia	-	Namibian Stock Exchange;
Nigeria	-	Lagos Stock Exchange, Kaduna Stock Exchange and Port Harcourt Stock Exchange;
Oman	-	Muscat Securities Market;
Pakistan	-	Lahore Stock Exchange and Karachi Stock Exchange;
Palestine	-	Palestine Stock Exchange;
Peru	-	Bolsa de Valores de Lima;
Philippines	-	Philippines Stock Exchange;
Qatar	-	Doha Stock Exchange;
Romania	-	Bucharest Stock Exchange;
Russia	-	RTS Stock Exchange, MICEX (solely in relation to equity securities that are traded on level 1 or level 2 of the relevant exchange);
Saudi Arabia	-	Riyadh Stock Exchange;
Singapore	-	The Stock Exchange of Singapore;
South Africa	-	Johannesburg Stock Exchange;
Swaziland	-	Swaziland Stock Exchange;
Sri Lanka	-	Colombo Stock Exchange;
Taiwan	-	Taipei Stock Exchange Corporation;
Thailand	-	The Stock Exchange of Thailand;
Turkey	-	Istanbul Stock Exchange;
Ukraine	-	Ukrainian Stock Exchange;
Uruguay	-	Montevideo Stock Exchange;
Venezuela	-	Caracas Stock Exchange and Maracaibo Stock Exchange;
Zambia	-	Lusaka Stock Exchange;

(c) any of the following:

The market organised by the International Capital Market Association;

The (i) market conducted by banks and other institutions regulated by the FCA and subject to the Inter-Professional Conduct provisions of the FCA's Market Conduct Sourcebook and (ii) market in non-investment products which is subject to the guidance contained in the Non-Investment Products Code drawn up by the participants in the London market, including the FCA and the Bank of England;

The market in U.S. government securities conducted by primary dealers regulated by the Federal Reserve Bank of New York and the U.S. Securities and Exchange Commission;

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

KOSDAQ;

NASDAQ;

SESDAQ;

TAISDAQ/Gretai Market;

The Chicago Board of Trade;

The Chicago Mercantile Exchange;

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

The Over-the-Counter market in Canadian Government Bonds as regulated by the Investment Dealers Association of Canada;

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

2. In relation to any exchange traded financial derivative contract, any stock exchange on which such contract may be acquired or sold and which is regulated, operates regularly, is recognised and open to the public and which is (i) located in an EEA Member State, (ii) located in Australia, Canada, Hong Kong, Japan, New Zealand, Switzerland or the United States, (iii) the Channel Islands Stock Exchange, or (iv) listed at (c) above.

The stock exchanges and regulated markets described above are set out herein in accordance with the requirements of the Central Bank which does not issue a list of approved markets.

DIRECTORY

CITIFIRST INVESTMENTS PLC

2ND FLOOR
BEAUX LANE HOUSE
MERCER STREET LOWER
DUBLIN 2
IRELAND

PROMOTER

CITIBANK INTERNATIONAL PLC
CITIGROUP CENTRE
CANADA SQUARE
CANARY WHARF
LONDON E14 5LB
UNITED KINGDOM

DIRECTORS

JOHN DONOHOE
GERRY BRADY
KEVIN MOLONY

MANAGER

CAPITA FINANCIAL MANAGERS (IRELAND) LIMITED
2ND FLOOR
2 GRAND CANAL SQUARE
GRAND CANAL HARBOUR
DUBLIN 2
IRELAND

INVESTMENT ADVISOR AND DISTRIBUTOR

CITIGROUP GLOBAL MARKETS LIMITED
CITIGROUP CENTRE
CANADA SQUARE
CANARY WHARF
LONDON E14 5LB
UNITED KINGDOM

CUSTODIAN

J.P. MORGAN BANK (IRELAND) PLC
JP MORGAN HOUSE
IFSC
DUBLIN 1
IRELAND

ADMINISTRATOR

CAPITA FINANCIAL ADMINISTRATORS (IRELAND) LIMITED
2ND FLOOR

2 GRAND CANAL SQUARE
GRAND CANAL HARBOUR
DUBLIN 2
IRELAND

AUDITORS

DELOITTE & TOUCHE
DELOITTE & TOUCHE HOUSE
EARLSFORT TERRACE
DUBLIN 2
IRELAND

LEGAL ADVISERS TO THE COMPANY AS TO IRISH LAW

MAPLES AND CALDER
75 ST. STEPHEN'S GREEN
DUBLIN 2
IRELAND

SECRETARY

MFD SECRETARIES LIMITED
2ND FLOOR
BEAUX LANE HOUSE
MERCER STREET LOWER
DUBLIN 2
IRELAND