

Scotiabank Short-term Income Fund Inc.

Companies Law (as revised)

Company Limited by Shares

Memorandum of Association

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(Adopted by special resolution on July 5, 2016)

1. Name

The name of the company is **Scotiabank Short-term Income Fund Inc.** (the "**Company**"). It was incorporated under the laws of St Lucia and transferred by way of continuation pursuant to the Companies Law (revised) on 22 April 2016.

2. Registered office

The registered office of the Company is located at the offices of **Scotiabank & Trust (Cayman) Ltd.** at P.O. Box 501, George Town, The Bank of Nova Scotia Building, Cardinall Avenue, Grand Cayman, Cayman Islands.

3. Objects of the Company

- a. The objects for which the Company is established are unrestricted and the Company shall have full power and authority to carry out any object not prohibited by law as provided by section 7(4) of the Companies Law (as revised) and in particular but without limitation:
- b. To carry on the business of an investment holding company and to acquire, invest in and hold by way of investment, sell and dispose of shares, stocks, warrants, call options, put options, futures, commodities and commodity contracts, currencies, debentures, debenture stock, bonds, obligations, debentures, certificates of deposit, treasury bills, bills of exchange and securities of all kinds created, issued or guaranteed by any government, sovereign, ruler, commissioner, public body or authority, supreme, municipal, local or otherwise, in any part of the world, or by any company, bank, association or partnership, whether with limited or unlimited liability, constituted or carrying on business in any part of the world, units of or participations in any unit trust scheme, mutual fund or collective investment scheme in any part of the world, policies of assurance and any rights and interest to or in any of the foregoing, and from time to time to sell, exchange, vary or dispose of any of the foregoing.
- c. To acquire any such shares, stocks, options, warrants, commodity contracts, futures, currencies, debentures, debenture stock, bonds, obligations, certificates of deposit, treasury bills, bills of exchange, securities, units, participations, policies of assurance, rights or interests aforesaid by original subscription, tender, purchase, exchange or otherwise, to subscribe for the same either conditionally or otherwise, to enter into similar contracts with respect thereto and to exercise and enforce all rights and powers conferred by or incidental to the ownership thereof.



- d. To exercise and enforce all rights and powers conferred by or incidental to the ownership of any shares, stock, obligations or other securities including, without prejudice to the generality of the foregoing, such powers of veto or control as may be conferred by virtue of the holding by the Company of some special proportion of the issued or nominal amount thereof.
- e. To subscribe for, conditionally or unconditionally, to issue on commission or otherwise, take, hold and convert stocks, shares and securities of all kinds and to enter into any arrangement for the purpose of advancing, directly or indirectly, the objects of the Company or for any other purpose which the Company may think expedient.
- f. To engage in or carry on any other lawful trade, business or enterprise which may at any time appear to the Directors of the Company capable of being conveniently carried on in conjunction with any of the aforementioned business or activities or which may appear to the Directors of the Company likely to be profitable to the Company.

4. Powers of the Company

- a. The Company shall have all such powers as are permitted by law for the time being in force in the Cayman Islands, irrespective of corporate benefit, to perform all acts and engage in all activities necessary or conducive to the conduct, promotion or attainment of the objects of the Company.
- b. Except as prohibited or limited by the Companies Law (as revised), the Company shall have and be capable of from time to time and at all times exercising any and all of the powers at any time or from time to time exercisable by a natural person or body corporate in any part of the world whether as principal, agent, contractor or otherwise whatever may be considered by it necessary for the attainment of its objects and whatever else may be considered by it as incidental or conducive thereto or consequential thereon, including, but without in any way restricting the generality of the foregoing, the power to make any alterations or amendments to this memorandum of association and the articles of association of the Company and the power to do any of the following acts or things:
- c. To register the Company to do business in any other jurisdiction; to sell or dispose of any property of the Company; to borrow or raise money on the security of the undertaking or on all or any of the assets of the Company or without security; to invest monies of the Company in such manner as the Directors determine; to sell the undertaking of the Company for cash or any other consideration; to distribute assets in specie to shareholders of the Company; to make charitable or benevolent donations; to pay pensions or gratuities or provide other benefits in cash or kind to Directors, officers, employees, past or present, and their families; to carry on any trade or business and generally to do all acts and things which, in the opinion of the Company or the Directors, may be conveniently or profitably or usefully acquired and dealt with, carried on, executed or done by the Company in connection with the business aforesaid.



- d. Nothing in this Amended and & Restated Memorandum of Association (this “**Memorandum**”) shall permit the Company to carry on a business for which a license is required under the laws of the Caymans Islands unless duly licensed.

5. Limited liability

- a. The liability of each member is limited to the amount from time to time unpaid on such member’s shares.

6. Authorised Share Capital

- a. Shares in the Company shall be issued in the currency of the United States of America, unless as otherwise prescribed by the board of directors of the Company (the “Board of Directors”).
- b. The authorized number of shares in the Company shall be 100,000,100 shares which is made up of 100 governance shares (the “**Governance Shares**”) of par value of US\$1.00 each and 100,000,000 investment shares (the “**Investment Shares**”) of par value of US\$0.01 each, issuable in one or more classes of Investment Shares. References herein to "US\$" are to the U.S. Dollar, being the lawful currency of the United States of America.
- c. If at any time the authorized capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class, as in the case of the Investment Shares described in Schedule A) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of not less than three-fourths (3/4th) of the issued shares of that class and of the holders of not less than three-fourths (3/4th) of the issued shares of any other class of shares which may be affected by such variation.
- d. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.
- e. Shares in the Company shall only be issued as registered shares. In relation to this requirement the Investment Shares shall, if the Board of Directors so require, be deemed for all purposes to be adequately registered if they are recorded and held in a book-based system used in maintaining the Register.

7. Amendment of this memorandum

- a. The Company shall have power to amend this memorandum of association by special resolution of members holding Governance Shares or by a resolution of the Board of Directors.



8. Part VII of the Companies Law (as revised)

- a. The Company will comply with all provisions of the Companies Law (as revised) relating to exempted companies and subject to the provisions of the Companies Law (as revised) and the Articles of Association, it shall have the power to register by way of continuation as a body corporate limited by shares under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.



ARTICLES OF ASSOCIATION

OF

Scotiabank Short-term Income Fund Inc.

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(Adopted by special resolution on July 5, 2016)

1 Definitions

- 1.1 The regulations contained in Table A of the Companies Law (as revised) do not apply to this Company and the following are the Articles of Association of the Company.
- 1.2 In these Articles of Association, if not inconsistent with the subject or context, the words and expressions standing in the first column of the following table shall bear the meanings set opposite them respectively in the second column thereof.

the Act	the Companies Law (as revised) of the Cayman Islands and every statutory modification or re-enactment thereof for the time being in force;
these Articles	these articles of association of the Company in their present form or as altered in accordance with the Act from time to time;
Board of Directors	the board of directors appointed or elected pursuant to these Articles and acting by resolution in accordance with these Articles or the Directors present at a meeting of Directors at which there is a quorum;
Book-Entry System	an electronic system of book-based entries in which the ownership of securities or other assets is recorded and accounted for and that may be used to effect the transfer or cancellation of ownership of securities or other assets by electronic or manual bookkeeping entry without physical delivery of certificates;
Business Day	means such day as determined by the Directors;



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Class	means a class of Investment Shares;
Committee	a committee of the Board of Directors consisting of one or more Directors;
Company	Scotiabank Short-Term Income Fund Inc., a company continued under the Act;
CRS	the Organisation of Economic Cooperation and Development ("OECD") standard for automatic exchange of financial account information – common reporting standard as implemented in the Cayman Islands pursuant to the Tax Information Authority (International Tax Compliance) (Common Reporting Standard) Regulations, (as revised) or any successor law;
Custodian	State Street Bank and Trust Company, a company duly incorporated under the laws of the State of Massachusetts USA and having its registered office at 225 Franklin Street, Boston, Massachusetts 02110, USA, or such other company as may from time to time be appointed by the Board of Directors to be the custodian of the Company's assets;
Director	a duly elected or appointed member of the Board of Directors of the Company and, collectively, the "Directors";
FATCA	sections 1471 through 1474 of the Code, the United States Treasury Regulations promulgated under the Code or other official guidance or interpretations issued thereof or any agreements entered into thereunder, any intergovernmental agreement between (i) the United States, the United Kingdom or any other jurisdiction and (ii) the Cayman Islands for the implementation of the foregoing, and any non-United States law relating to the foregoing;
Fund	Scotiabank & Trust (Cayman) Ltd., a company duly registered under



Administrator	the laws of the Cayman Islands and having its place of business at 6 Cardinal Avenue, P.O. Box 689, Grand Cayman, KY1-1107, or such other company as may from time to time be appointed by the Board of Directors to be the administrator of the Company;
Fund Manager	Scotiabank & Trust (Cayman) Ltd., a company incorporated and licensed under the laws of the Cayman Islands, or such other entity appointed by the Company (and subject to all required regulatory approvals), to provide or arrange for the provision of administrative, investment management and advisory services;
Governance Share	a voting non-redeemable non-participating management share in the capital of the Company designated as a Governance Share and having the rights and restrictions provided for under these Articles;
Investment Share	a non-voting (subject to certain exceptions) redeemable participating share in the capital of the Company, designated as an Investment Share and any other share designated as an Investment Share and having the rights and restrictions provided for under these Articles; and in these Articles, except when otherwise provided for or as the context requires otherwise, the term "Investment Shares" shall include the shares within all Investment Share Classes;
Member	a person who is recorded as the holder of a Share or Shares of the Company in the Register;
Memorandum or Memorandum of Association	the Memorandum of Association of the Company, as amended from time to time;
the Minimum Permitted Shareholding	the minimum permitted value of a person's holdings of Investment Shares as a single entry in the Register as determined from time to time by the Board of Directors;



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Net Asset Value	the net asset value of the Company as determined in accordance with Article 6 hereof;
Net Asset Value Per Investment Share or NAVPS	the net asset value of an Investment Share of the applicable Class as determined in accordance with Article 6 hereof;
Ordinary Resolution	a resolution passed by a simple majority of such Members as, being entitled to vote in person or, where proxies or representatives are allowed, by proxy or representative at a duly convened general meeting of the Company or a resolution in writing approved in writing by all the Members entitled to vote at a general meeting of the Company and passed in accordance with the Act;
Prospectus	any prospectus, offering circular or other similar public offering document issued by the Company, as amended, restated or replaced from time to time;
Redeeming Member	a Member who directly, or indirectly, forwards a Redemption to the attention of the Fund Manager, the Company or such other authorized person for acceptance;
Redemption	redemption of Investment Shares or a document evidencing a person's request to redeem Investment Shares;
Redemption Proceeds	the proceeds payable in respect of a Redemption of Investment Shares, calculated in accordance with these Articles;
Register	the register of Members in the Company kept by or on behalf of the Company;
Registered	in relation to Investment Shares, recorded by the Registrar in the Register;



Registrar	State Street Cayman Trust Company, Ltd., a company duly registered under the laws of the Cayman Islands and having its registered office at P.O. Box 31113, 45 Market Street, Suite 3206A, Gardenia Court, Camana Bay, Grand Cayman KY1-1205, Cayman Islands, or such other company as may be appointed by the Fund Manager with the prior written consent of the Board of Directors as the registrar of the Company;
Resolution of the Board of Directors	a) A resolution approved at a duly constituted meeting of the Board of Directors by the affirmative vote of a simple majority of the Directors present who voted and did not abstain, or b) A resolution executed in writing by all the Directors or all the Directors of a Committee, as the case may be;
the Seal	the common seal of the Company;
Settlement	in relation to each Subscription or Redemption, the payment in good and cleared funds in the currency in which the parties to the Subscription or Redemption, as the case may be, have agreed that settlement shall be effected of moneys due in respect thereof and the appropriate allotment or cancellation of ownership of Investment Shares, as the case may be;
Settlement Day	in relation to any Subscription or Redemption, the date on which such transaction is effected or such other day which the Board of Directors consider to be the appropriate day for Settlement of the transaction;
Shares	any and all shares in the capital of the Company as created, authorized by, or pursuant to, the Memorandum;
Special Resolution	has the meaning given to it in the Act;



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Subscriber	a person who submits a Subscription to the Fund Manager, the Company or such other authorized person for acceptance;
Subscription	a document evidencing a person's request to subscribe for Investment Shares;
Subscription Amount	the amount in US dollars, or other acceptable currency, paid or to be paid by a Subscriber for Investment Shares;
Tax Authority	means any government, state or municipality or any local, state, federal or other authority, body or official anywhere in the world exercising a fiscal, revenue, customs or excise function
Trade Date	the Business Day as of which a Subscription or Redemption of Investment Shares, as the case may be, is accepted by the Fund Manager;
Treasury Shares	Shares that were issued and subsequently redeemed by the Company and not cancelled;
Unqualified Person	a person who is prohibited from holding Investment Shares, as specified in the Prospectus;
US dollars or US\$	the lawful currency of the United States of America;
Valuation Day	each day of the week which is a Business Day, or such other day or days as the Board of Directors may determine from time to time for the purpose of calculating the Net Asset Value and NAVPS.

- 1.3 In these Articles - (i) "written" or any term of like import includes words typewritten, printed, painted, engraved, lithographed, photographed or represented or reproduced by any mode of representing or reproducing words in a visible form, and (ii) the word



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“person” includes a corporation, company, trust, the estate of a deceased individual, a partnership, or an unincorporated association of persons.

- 1.4 Save as aforesaid, any words or expressions defined in the Act shall bear the same meaning in these Articles.
- 1.5 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting the masculine shall include the feminine and neutral genders.
- 1.6 A reference in these Articles to voting in relation to Shares shall be construed as a reference to voting by Members holding the Shares except that it is the votes allocated to the Shares that shall be counted and not the number of Members who actually voted and a reference to Shares being present at a meeting shall be given a corresponding construction.
- 1.7 A reference to the powers, rights and obligations of the Fund Manager in these Articles shall include reference to the powers, rights and obligations of the Fund Manager’s authorized agents and delegates.
- 1.8 A reference to money in these Articles is a reference to the currency of the United States of America unless otherwise stated.
- 1.9 The Company shall have perpetual succession and there shall be no fixed period for its duration.
- 1.10 Any branch or kind of business which the Company is either expressly or by implication authorised to undertake may be undertaken by the Directors at such time or times as they shall think fit and, further, may be suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Directors may deem it expedient not to commence to proceed with such branch or kind of business.
- 1.11 In the circumstance that the Company is to be listed on a securities exchange, the holders of the Governance Shares shall make all necessary changes to these Articles to enable the listing, but not so as to do anything which would materially prejudice the interests of the holders of Investment Shares.
- 1.12 Subject to Article 3.13 the Company may from time to time alter or add to these Articles by passing and registering a Special Resolution in the manner prescribed by the Act and these Articles, provided however that no Member of the Company shall be bound by any alteration made in the Memorandum of Association or in these Articles after the date on which he or she or it became a Member if and so far as the alteration requires him, her or it to take or subscribe for more Shares than the number held by him, her or it at the date on which the alteration is made, or in any way increases such Member’s liability as at the date to contribute to the share capital of, or otherwise to pay money to, the Company unless such Member agrees in writing to be bound by the alteration either before or after it is made.



2 SHARE CAPITAL

- 2.1 The authorized share capital of the Company is divided into 100 Governance Shares and 100,000,000 Investment Shares, issuable in one or more Classes.
- 2.2 Subject to the provisions of these Articles, the unissued shares of the Company shall be at the disposal of the Directors and they may allot or otherwise dispose of them to such persons (including any Director of the Company) on such terms and conditions, and at such times, as the Directors may determine. The Company may issue fractions of a share and references in these Articles to a "share" shall where the context so permits include fractions of a Share and, save where these Articles otherwise provide, a fraction of a share shall rank *pari passu* and shall have proportionately the same rights as a whole share of the same class.
- 2.3 Notwithstanding anything herein contained, fully paid shares of the Company shall be free and clear of all and any liens and charges in favour of the Company.
- 2.4 Subject to the terms of the Prospectus, the Company shall not issue share certificates in respect of Investment Shares unless specifically requested to do so by a holder thereof although each holder thereof will receive written confirmation from the Company of the number of Investment Shares issued to it.
- 2.5 If share certificates are issued, then the following provisions shall apply:
- (a) every certificate shall be under the Seal and shall specify the Shares and Class of Shares to which it relates. Certificates representing Shares of the Company shall be in such form as shall be determined by the Directors;
 - (b) if a Share or Shares are held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate for a Share to one of several joint holders shall be sufficient delivery to all such holders; and
 - (c) if a share certificate is defaced, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and the payment of out of pocket expenses of the Company incurred in investigating evidence as the Directors think fit.

3 GENERAL MATTERS RELATING TO SHARES

- 3.1 The Company is to operate as an administered mutual fund under the Mutual Funds Law of the Cayman Islands, and the provisions of these Articles shall be construed in furtherance of and so as to give effect thereto.

Governance Shares

- 3.2 The Governance Shares shall only be issued at par value and to such person or persons as the Directors may determine and shall confer upon the holders thereof the right to



receive notice of and to attend and vote at any general meeting of the Company in accordance with the provisions of these Articles.

- 3.3 Governance Shares shall have full voting rights, with one vote per each Governance Share, on all matters requiring shareholder vote, other than those set out in Article 3.13 below, pertaining to a class of Investment Shares of the Company.
- 3.4 Governance Shares shall rank *pari passu* as between and among themselves for all purposes.
- 3.5 Apart from their voting rights, Governance Shares do not confer on the holders thereof any right to receive dividends, to participate in the profits or assets of the Company or to otherwise have any economic rights or entitlements save for the right on the liquidation or a winding up of the Company to the repayment of the capital paid thereon after all the Investment Shares have been repaid in full.
- 3.6 Governance Shares shall not have any ownership participation in, and shall not be entitled to any of the benefits or rewards or bear any of the risks derived from, the assets and liabilities of the Company.
- 3.7 Governance Shares are non-redeemable, however, upon prior notice to the holder of Governance Shares, the Company may redeem all or part of the Governance Shares outstanding from time to time at a price of US\$1.00 per Governance Share.
- 3.8 The rights, privileges, restrictions and conditions attached to the Governance Shares may be added to, changed or removed but only with the approval of the holders of the Governance Shares.

Investment Shares

- 3.9 By Resolution of the Board of Directors, the Company shall have the right to create and designate classes of Investment Shares and issue such Investment Shares in such Classes with the rights, privileges, restrictions and conditions attached to any Class as determined by the Board of Directors, subject to the provisions of the Memorandum and these Articles; provided, however, that the rights and restrictions attaching to such shares shall, save as hereinafter expressly provided, be the same as those attaching to the other Investment Shares then in issue and such shares shall all rank *pari passu*. Notwithstanding the foregoing, the terms of the Resolution of the Board of Directors authorizing the creation and issuance of new classes of Investment Shares may specify in respect of such new class:
 - (a) a different manner of attributing fees payable by those classes or holders thereof;
 - (b) different redemption procedures and redemption fees;
 - (c) different minimum investment amounts; and



- (d) such other variations as determined in the complete and unfettered discretion of the Board of Directors, unless as otherwise specified herein.
- 3.10 The Board of Directors shall have the authority from time to time to refer to any or all of the classes of the Company bearing a number designation by an alternative name or names as it may determine to be appropriate.
- 3.11 Specific assets of the Company shall be attributable to a class based on the subscriptions received by the Company for the Investment Shares of that class, after taking into account any redemptions from such class.
- 3.12 The rights, privileges, restrictions and conditions attached to each class of Investment Shares are set forth below.
- 3.13 Investment Shares of the Company shall be non-voting and carry no voting rights on any matters (and the members holding same shall not be entitled to attend or vote at general meetings of the Company), save and except that the holders of the Investment Shares shall be entitled to attend and vote at general meetings of the Company convened to consider the following matters with respect to the Company, the undertaking of which shall require the approval of a majority of the votes cast by the holders of Investment Shares:
- (a) a change to the Manager or sub-manager of the Company where the successor in each case is not an affiliate of the existing Manager or sub-manager;
 - (b) a change to the fundamental investment objective of the Company;
 - (c) a change to the auditor of the Company;
 - (d) a change to the methodology used to calculate the net asset value per Share of the Company;
 - (e) an increase in fees or expenses charged to the Company, including, but not limited to, an increase in management fees for the Company or the existing class thereof;
 - (f) the suspension and/or termination of the distribution and sales of Shares of the Company, save that the compulsory redemption of Shares by the Company in accordance with and subject to the terms and conditions of the Company's prospectus under which the Shares are distributed (as amended from time to time) shall not require the aforementioned approval of the holders of Shares.
- 3.14 Each Investment Share shall carry one vote per Investment Share (whether owned jointly or individually) on matters listed in Article 3.13(a) through (f) above.
- 3.15 Investment Shares shall rank pari passu as between and among themselves within the Company and within each class of Shares of the Company.
- 3.16 Investment Shares shall together collectively comprise a 100% ownership participation in, and shall be entitled to all of the benefits and rewards and bear all of the risks



derived from, the assets and liabilities of the Company, and shall each individually comprise an aliquot portion of such benefits, rewards and risks.

- 3.17 The Investment Shares are issued on the basis that they may be redeemed at any time by the Company in accordance with and subject to the terms and conditions of the Company's Prospectus under which the Investment Shares are distributed (as amended from time to time).
- 3.18 Investment Shares of the Company may be issued at any time or from time to time in one or more classes. Investment Shares of each class shall be issuable in an unlimited number.
- 3.19 A holder of Investment Shares shall, upon becoming aware that he, she or it is, or is holding for the benefit of, a person:
- (a) who is prohibited from holding Investment Shares under any applicable law;
 - (b) for whom any of the representations given to the Company at the time of the Member's subscription for Shares were not true or have ceased to be true;
 - (c) whose ownership or holding or continued ownership or holding of those Shares (whether on its own or in conjunction with any other circumstances appearing to the Directors to be relevant) might in the opinion of the Directors cause a legal, pecuniary, regulatory, tax or material administrative disadvantage to the Company or to its Members as a whole including, without limitation, causing or having the potential to cause any compliance failure by the Company in respect of FATCA and/or CRS; or
 - (d) who is an Unqualified Person;

shall immediately notify the Directors who may redeem the Investment Shares as set out in these Article or alternatively, the holder may within 5 days, transfer all of the Member's Investment Shares to another person to whom the circumstances described above are not applicable.

- 3.20 Notwithstanding any other provisions in these Articles, the Company may, in the absolute discretion of the Directors, refuse to make a redemption payment to a Member if the Directors suspect or are advised that the payment of any redemption proceeds to such Member may result in a breach or violation of any anti-money laundering laws by the Company or any other person in any relevant jurisdiction, or such refusal is necessary to ensure the compliance by the Company or its Directors with any anti-money laundering law in any relevant jurisdiction. In such circumstances, and until otherwise instructed by the relevant authority, the Directors may deposit such redemption proceeds in a separate bank account. If the Directors are given permission to pay out such redemption proceeds to the relevant Member, such Member's only right against the Company shall be the right to receive the moneys so deposited (without interest).



- 3.21 The Company may pay distributions in respect of Investment Shares of all or some Classes of the Company, whether or not distributions are also declared on other Classes.
- 3.22 Subject to the provisions of the Memorandum and these Articles, the unissued Investment Shares of the Company shall be at the disposal of the Board of Directors who may, without limiting or affecting the rights conferred on the holders of such Shares or Class of Investment Shares by the terms upon which same have been created or authorized, offer, allot, grant options over or otherwise dispose of the Shares to such persons, at such times and upon such terms and conditions and subject to such designations, powers, preferences, rights, qualifications, limitations and restrictions whether in regard to dividend, voting, return of capital or otherwise as the Board of Directors may authorize.
- 3.23 The Board of Directors may delegate to the Fund Administrator, the Fund Manager or the Registrar, any of the administrative acts and procedures relating to the allotment, issuance and redemption of Investment Shares.
- 3.24 Subject to the Act, the other provisions of these Articles and the terms of the Prospectus, the Board of Directors, the Fund Administrator, the Fund Manager or the Registrar may, by giving written notice to a Member, redeem all or any portion of the Member's Investment Shares at the then current NAVPS for any reason, including, without prejudice to the generality of the foregoing, if:
- (a) a redemption requested by the Member would result in the value of the remaining Investment Shares of the Member having an aggregate value of less than a specific amount as determined by the Board of Directors from time to time.
 - (b) the Member has violated or attempted to violate any provision of these Articles;
 - (c) the Member fails to meet the eligibility requirement for the Investment Shares of that Class;
 - (d) the Member has made a material misrepresentation to the Company;
 - (e) the Board of Directors determine in good faith that the holding of Investment Shares by the Member could have an adverse legal, fiscal, regulatory or pecuniary consequence to the Company, other Members, the Directors, the Fund Administrator, the Fund Manager, the Registrar or the Custodian;
 - (f) the Board of Directors determines in good faith that the holding of any Investment Shares by any Member or Members, may be harmful or injurious to the business or reputation of the Company, other Members, the Directors, the Fund Administrator, the Fund Manager, the Registrar or the Custodian;
 - (g) the Board of Directors determine in good faith that the holding of any Investment Shares in the Company by the Member may cause the Company to be required to comply with any law, regulation, registration or filing requirements in any jurisdiction with which it would not otherwise be required



to comply and which the Board of Directors regard as onerous or disadvantageous to the Company; or

- (h) such Redemption is necessary in order to fund the recovery of any fee, reimbursable cost or other indebtedness determined by the Board of Directors to be owing by the Member to the Company, the Fund Manager or the Fund Administrator.

- 3.25 The Company shall give notice of its intention to redeem Investment Shares pursuant to these Article by sending to the holder of the Investment Shares to be redeemed a notice in writing specifying the number of Investment Shares to be redeemed. Notice of any redemption of Investment Shares given pursuant to these Articles shall be given to the registered holder of such Investment Shares shown in the Register and the redemption of such Investment Shares shall be deemed complete and effective in all respects as at the redemption date specified in the notice.
- 3.26 The Investment Shares redeemed pursuant to these Articles shall be redeemed at the redemption price calculated in accordance with these Articles.
- 3.27 Payment for Investment Shares redeemed pursuant to these Articles shall be made by the Company in the same manner as provided for in these Articles.
- 3.28 Redemption Proceeds shall be paid in US dollars (or where a Class is denominated in a different currency, in the base currency of that Class), unless the Board of Directors shall, in their sole discretion after consultation with the Fund Administrator and/or the Fund Manager offer to accept subscriptions in another currency or currencies, in which event, Redemption Proceeds may be paid in such other currency or currencies.
- 3.29 No notice of a trust, whether expressed, implied or constructive, shall be entered in the Register, provided however that this Article shall not affect or prejudice the Registrar holding the Investment Shares as nominee for the Members in the Register.

General

- 3.30 The rights and conditions attached to Shares may be varied by a Resolution of the Board of Directors provided that no variation may be made to the rights attached to Investment Shares set out in Article 3.13(a) through (f) without the prior approval of the holders of the relevant Investment Shares.
- 3.31 The designations, powers, preferences, rights, qualifications, limitations and restrictions of any additional Cass of Shares that the Company is authorized to issue shall be fixed by a Resolution of the Board of Directors, but (save as provided in Article 3.13(a) through (f) hereof) the Board of Directors shall not allocate different rights as to voting, dividends, redemption or distributions on liquidation to any such additional class, unless these Articles shall have been amended to create the additional classes of Investment Shares and all the aforesaid rights as to voting, dividends, redemption and distributions attached to all other classes then outstanding are changed in the same manner.



- 3.32 Shares in the Company may be issued for such amount of consideration as the Board of Directors may from time to time by a Resolution of Board of Directors determine, except that in the case of Shares with par value, the amount shall not be less than the par value, and in the absence of fraud the decision of the Board of Directors as to the value of the consideration received by the Company in respect of the issue is conclusive unless a question of law is involved.
- 3.33 Any of the Shares in the capital of the Company may be issued as redeemable Shares if the Board of Directors so authorizes.
- 3.34 Fractions of a Share may be issued by the Company if the Board of Directors so authorizes, and a fractional share shall have the same corresponding fractional liabilities, limitations, preferences, privileges, qualifications, restrictions, rights and other attributes of a whole Share of the same Class of Investment Shares save such fractional shares shall have no voting rights.
- 3.35 The Company may make a payment in respect of the redemption or purchase of its own shares, including any Investment Shares, in any manner authorised by the Act, including out of capital.
- 3.36 No rights of pre-emption, conversion or exchange shall attach to any of the shares of the Company.
- 3.37 Shares that the Company redeems or otherwise acquires may be cancelled or held as Treasury Shares, as authorized by the Board of Directors, unless applicable law otherwise requires. Unless so cancelled, such Shares will be available for subscription and until acquired will form part of the Company's unissued share capital.

4 TRANSACTIONS IN INVESTMENT SHARES

- 4.1 Subscriptions and Redemptions of Investment Shares may take place on any Business Day, unless the Board of Directors has resolved that no transactions in Investment Shares shall occur on that Business Day.
- 4.2 All Subscription and Redemptions shall be conducted through arrangements administered by the Fund Administrator or the Fund Manager. The Board of Directors may, but shall not be obliged to, treat as invalid and ineffective any Subscription or Redemption which is not so conducted.
- 4.3 All Subscription and Redemptions shall be effected at NAVPS as determined on the applicable Trade Date.
- 4.4 Unless the Board of Directors otherwise authorizes, the initial purchase of Investment Shares by any person shall comply with applicable minimum subscription requirement and eligibility requirements as set out in the Prospectus.
- 4.5 When a Redemption or Subscription takes place, written confirmation thereof shall be given to the Subscriber or Redeeming Member by the Fund Administrator, the Fund Manager or the Registrar unless such confirmation is to be provided by the Subscriber's



or Redeeming Member's dealer or agent. Such written confirmation may take the form of a contract note and a receipt, or such other form as the Board of Directors may determine or as may be required by applicable law.

- 4.6 In respect of any Subscription, the Board of Directors, the Fund Administrator, the Fund Manager or the Registrar may, but shall not be obliged to, require the Subscriber to provide them with such forms and documents and such evidence of identification and supporting references, signed, attested to and/or certified in a manner satisfactory to them, as they may require to protect the interests of the Company or to satisfy any requirements of applicable law.
- 4.7 A Subscription may be postponed and not acted upon until the requirements of this Article have been duly complied with to the satisfaction of the Board of Directors, the Fund Administrator, the Fund Manager or the Registrar.
- 4.8 In respect of any Redemption, the Board of Directors, the Fund Administrator, the Fund Manager or the Registrar may, but shall not be obliged to, require the Redeeming Member to (i) complete such transfer or other forms required by them to perfect such Redemption, (ii) have same duly signed by or on behalf of the Redeemer (or by or behalf of each joint holder in the case of jointly held Investment Shares) and (iii) deliver same to the offices of the Company or its delegate or their respective agents together with such other supporting documentation as the Company, the Fund Administrator, the Fund Manager or the Registrar may require to protect their respective interests. A Redemption may be postponed until the requirements of this Article have been duly complied with to the satisfaction of the Board of Directors, the Fund Administrator, the Fund Manager.
- 4.9 Before accepting or acting upon any Subscription or Redemption, the Fund Administrator, the Fund Manager or the Registrar may, but shall not be obliged to, require the signatures on any relevant form or document to be attested in such manner as they may consider prudent.
- 4.10 Before accepting or acting upon any relevant form or document in connection with any Redemption which is purportedly signed on behalf of any Redeeming Member, the Fund Administrator, the Fund Manager or the Registrar (but shall not be obliged to) require the delivery to them of such evidence of authority to sign such form or document on behalf of the Redeeming Member as they may consider prudent.
- 4.11 The Fund Administrator and/or the Fund Manager may require each Redemption request by a Redeeming Member to be received by the Fund Administrator and/or the Fund Manager, and all applicable conditions as to the processing such Redemption including the provision of such documentation executed and attested to in a manner satisfying the Fund Manager's requirements to have been fulfilled by the Redeeming Member or waived by the Fund Administrator or the Fund Manager in its sole discretion, prior to a specific time, in order for the Redemption to be effected on such Business Day.
- 4.12 Holdings of Investment Shares, the value of which is less than the minimum value of US\$1,000.00 or such other amount disclosed in the Prospectus may not be permitted,



and if a Redemption were accepted that would give rise to a holding of less than the Minimum Permitted Shareholding of any Class, the amount of Investment Shares of such Class to be redeemed will, unless the Fund Administrator or the Fund Manager determines otherwise, in its discretion, be increased to include all the Investment Shares of such Class of the applicable Redeeming Member.

- 4.13 Upon a Redemption, the Redeeming Member shall cease to have any rights with respect to such redeemed Investment Shares, except the right to receive the proceeds of redemption and the right to receive any dividends declared by the Board of Directors, but unpaid prior to the Trade Date of the Redemption.
- 4.14 During any period when the determination of NAVPS is suspended pursuant to these Articles, any Member who has submitted a Redemption which cannot be implemented due to such suspension may withdraw such Redemption, provided withdrawal shall only be effective if made in writing and if received by the Fund Manager prior to such suspension being terminated. If not so withdrawn, the request may be implemented on the first Business Date following the termination of such suspension. Except as provided herein, a Redemption request shall be treated by the Fund Administrator, the Fund Manager as being irrevocable.
- 4.15 The Company, each of the Directors, the Fund Administrator, the Fund Manager, the Registrar and the Custodian, and their respective officers, employees and agents, may each and all act on and rely upon any request for a Subscription or a Redemption which is believed by them in good faith to be genuine, and none of them shall have any liability arising therefrom.
- 4.16 The Directors shall have the sole discretion to accept or reject Subscription for Investment Shares of any Class.

5 PURCHASE PRICES AND REDEMPTION PRICES

- 5.1 Except as otherwise provided for in these Articles, Subscriptions and Redemptions received by the Company, the Fund Manager or other authorized person, prior to 4:00 p.m. Eastern Time as of a particular Trade Date are to be effected at the NAVPS determined in accordance herewith as at 4:00 p.m. Eastern Time on such Trade Date.

6 DETERMINATION OF NET ASSET VALUE

- 6.1 The Net Asset Value of the Company shall be determined by or under the direction of the Fund Administrator with respect to each Valuation Day, and shall be the value as at 4:00 p.m. Eastern Time on such Valuation Date of all the assets of the Company less all the liabilities of the Company, determined on the basis set out in these Articles.
- 6.2 The Net Asset Value of a Class of Investment Shares shall be determined by or under the direction of the Fund Administrator with respect to each Valuation Day, and shall be the value as at 4:00 p.m. Eastern Time on such Valuation Date of all the assets of a Class less all the liabilities of such Class, determined on the basis set out in these Articles.
- 6.3 The NAVPS with respect to any Valuation Day will be:



- (a) Net Asset Value of the Class with respect to that Valuation Day determined in accordance with Article 6.2, divided by
 - (b) the aggregate number of Investment Shares that belong to that Class and are deemed to be outstanding on that Valuation Day.
- 6.4 For the purposes of Article 6.2,
 - (a) The assets of a Class shall mean the proportionate share of the assets of the Class, as determined by or at the direction of the Fund Manager and
 - (b) The liabilities of a Class shall mean the aggregate of:
 - (i) The proportionate share of the liabilities of the Company, as determined by or at the direction of the Fund Manager, including the portion of the Company's liabilities attributable to that Class (other than the capital paid up on the Governance Shares and the aggregate of the liabilities of all other Classes of Shares) and
 - (ii) The liabilities at the relevant time referable solely to that particular Class of the Company.
- 6.5 For the purposes of this Article 6, unless the Board of Directors otherwise determines:
 - (a) Investment Shares which are allotted and issued pursuant to a Subscription which has been accepted as of a particular Valuation Day shall be deemed to be outstanding in calculating the NAVPS with respect to that Valuation Day; and
 - (b) Investment Shares which have been, or are to be redeemed pursuant to an accepted Redemption as of a particular Valuation Day shall be deemed to be no longer outstanding with respect to that Valuation Day.
- 6.6 The recognition and valuation of the assets and liabilities of the Company for the purposes of this Article 6.6 shall be made in accordance with generally accepted accounting valuation principles prevailing in the Cayman Islands from time to time, subject only to such variations of, or departures therefrom, if any, as the Fund Administrator or the Fund Manager may determine to be appropriate and approved by the Board of Directors in order to present a fair value of the assets and liabilities of the Company.
- 6.7 Subject to any determination made by the Board of Directors in this connection, the Fund Administrator shall consult with and rely on the advice of the Fund Manager in performing any function set out herein in these Articles in connection with the determination of the Net Asset Value of the Company, Class of Investment Shares or the NAVPS.
- 6.8 Any determination of the Net Asset Value of a Class of Investment Shares or the NAVPS in accordance with this Article 6.8 shall, in the absence of manifest error, be final and



conclusive hereof and binding on all past, present and future Members and all other interested persons.

- 6.9 Neither the Fund Administrator nor the Fund Manager nor any of the Directors shall have any liability to past, present or future Members or any other interested person in relation to any decision, act or omission of any of them or their respective officers, employees or agents in good faith in relation to the determination of the Net Asset Value of the Company, Class of Investment Shares or the NAVPS.
- 6.10 The determination of the Net Asset Value and the NAVPS as at the last day of each financial year of the Company shall be examined by the Company's auditors. If the Company's auditors' determination thereof differs from that of the Fund Administrator and the Fund Administrator and the Company's auditors are unable to reach an agreement thereon, the final determination thereof shall be made by the Fund Administrator. In such a case, the Company's auditors may express any differing opinion in their report to the Members.

7 SETTLEMENT AND RELATED MATTERS

- 7.1 Subject as hereinafter provided, the settlement of each Subscription and Redemption shall take place on the Settlement Day applicable thereto.
- 7.2 Settlement of Subscriptions shall, unless the Fund Administrator or the Fund Manager, otherwise permits, be made in US dollars (or in the base currency of a Class of Investment Shares, if different) in good and cleared funds by bankers draft, or other negotiable instrument acceptable to the Fund Administrator or the Fund Manager, drawn to the order of the Company or by electronic funds transfer to the credit of a bank account designated by the Fund Administrator or the Fund Manager for such purpose.
- 7.3 In the case of any Subscription, if Settlement is not duly effected on the relevant Settlement Day in the manner required by the Fund Administrator or the Fund Manager, the Fund Administrator or the Fund Manager shall cancel the allotment of Shares to the Subscriber or may otherwise refuse to carry out any allotment of Shares in the event that Settlement does not occur on the relevant Settlement Day.
- 7.4 In the event of late Settlement in circumstances where the allotment or transfer of Shares is not cancelled, the Subscriber may be required to compensate the Company for the amount of income or revenue lost by the Company as a result of such delay in Settlement, which shall be conclusively determined by the Fund Administrator or the Fund Manager. Subject to the foregoing and unless otherwise determined by the Board of Directors, the allotment of any Investment Shares shall be treated as taking effect as of the relevant Settlement Day.
- 7.5 Where Settlement of a Subscription is tendered in some other manner which does not constitute immediately cleared funds, the Fund Administrator or the Fund Manager shall be entitled to await for the relevant payment to clear before proceeding to allotment of the relevant Shares.



- 7.6 The Fund Administrator or the Fund Manager shall use its reasonable best efforts, in keeping with such industry practices as it regards as prudent, to provide the liquidity required to fund the Settlement of each Redemption within three (3) Business days after the Trade Date, Redemption Proceeds shall not be due for payment until the expiration of such period as the Fund Administrator or the Fund Manager may determine in its sole discretion is required in order to dispose of assets of the Company or to otherwise raise the liquidity in the Company required to fund such Redemption Proceeds in a manner that does not unduly prejudice the interests of the other Members, provided that Redemption Proceeds shall be paid within seven (7) Business Days in any event.
- 7.7 The Fund Administrator or the Fund Manager may deduct from Redemption Proceeds such amount as the Fund Manager determines is due from the Redeeming Member to the Company, the Fund Administrator or the Fund Manager, whether in respect of fees or reimbursable costs or any other indebtedness.
- 7.8 In the case of a Redemption of Shares which have been held for less than any minimum period determined by the Board of Directors, there shall be deducted from Redemption Proceeds such early redemption fee as the Board of Directors may determine, which fee shall be for the account of the Company.
- 7.9 With regards to any Redemption, the Board of Directors shall have the power to divide in specie the whole or any part of the assets of the Company and appropriate such assets in satisfaction or part satisfaction of the Redemption Proceeds.
- 7.10 Redemption Proceeds may be paid in cash, cheque, wire transfer or as otherwise authorized by the Board of Directors. Where a Member wishes to receive payment by other means, if the Fund Administrator or the Fund Manager is willing to accommodate such wish, any expenses incurred by or on behalf of the corresponding Class, the Company, the Fund Administrator or the Fund Manager in making such payment shall be for the account of the Member and may be deducted from the amount of Redemption Proceeds.
- 7.11 The Company shall be entitled to recover from a Member as a civil debt, the amount of any overpayment made in respect of Redemption Proceeds.
- 7.12 The Company, the Fund Administrator, the Fund Manager, the Registrar and the Custodian shall not be liable to pay interest on any Redemption Proceeds or other compensation for any loss or damage suffered or incurred by any Member or any other person as a result of or arising out of late payment of Redemption Proceeds, howsoever such loss or damage may arise, with the exception of loss or damage due to fraud on the part of the Company, the Fund Administrator, the Fund Manager, the Registrar or the Custodian.
- 7.13 In any case where a Redemption has been effected but Settlement is being delayed until the Member has complied with any related requirements to the satisfaction of the Board of Directors, the Fund Administrator, the Fund Manager or the Registrar, pending such compliance the proceeds of such sale may be deposited or invested with any affiliate of the Fund Manager which is duly licensed to accept deposits or invest funds on behalf of their parties with interest thereon accruing for the account of the Fund



Manager. If a Member fails to comply with any requirements related to a Redemption to the satisfaction of the Board of Directors, Fund Administrator, the Fund Manager or the Registrar, within 3 years of the Redemption, the proceeds may be forfeited by Resolution of the Board of Directors to the Company.

8 SUSPENSION OF DETERMINATION OF NET ASSET VALUE

8.1 The Board of Directors may at any time authorize, after consultation with the Fund Administrator or the Fund Manager, the suspension of the determination of Net Asset Value of the Company, a Class of Investment Shares and/or NAVPS, and/or the redemption or issue of such Investment Shares for the whole or any part of any period:

- (a) during which any securities market on which a material part of assets of the Company or such Class, as applicable, are listed is closed, other than for ordinary holidays and weekends, or during which dealings in them are restricted or suspended in a manner which undermines the determination of the fair value of those assets;
- (b) during the existence of any state of affairs which, in the opinion of the Board of Directors, constitutes an emergency as a result of which disposition by the Company or the Class, as applicable, of assets owned by it is not reasonably practicable or would be seriously prejudicial to the Members of the Company or the Class, as applicable;
- (c) during any breakdown in the means of communication normally employed in determining the price or value of any of the assets of the Company or the Class, or when for any other reason the prices or values of any such assets cannot reasonably be promptly ascertained with reasonable accuracy;
- (d) during which the transfer of funds involved in the realization or acquisition of any assets of the Company or the Class cannot, in the Board of Directors' opinion, be effected at normal rates of exchange or costs, or transactions in the Investment Shares cannot, in the Board of Directors' opinion, be carried out without undue delay and at normal rates of exchange and costs; or
- (e) that the Company is, in the Board of Directors' opinion, unable reasonably to determine the Net Asset Value of the Class or NAVPS.

8.2 Any such suspension shall be publicised by the Board of Directors in such manner as they may deem appropriate to the Members likely to be affected thereby.

8.3 The Board of Directors shall take such steps as it reasonably can to end any such suspension as quickly as possible.

8.4 Any such suspension will take effect at such time as the Board of Directors declares but not later than the close of business on the Business Day next following the declaration and after that there shall be no determination of the Net Asset Value of the Company, a Class of Investment Shares or NAVPS until the Board of Directors declares the



suspension to be terminated, except that the suspension will end in any event on the first Business Day on which:

- (a) the condition giving rise to the suspension ceases to exist; and
- (b) no other condition under which suspension is authorized under these Articles exists.

8.5 Each declaration by the Board of Directors suspending determination of Net Asset Value must be consistent with such laws and regulations, if any, in effect at the time relating to its subject matter as may have been promulgated by any authority having jurisdiction over the Company. To the extent not inconsistent with such laws and regulations, the Board of Directors' determination will be conclusive.

9 TRANSFER AND TRANSMISSION OF SHARES

9.1 Shares may be freely transferred by instrument of transfer in any usual or common form in the Cayman Islands, or in any other form approved by the Directors, executed by the transferor (provided that any share transfer must not relate to any more than one Investment Class of Investment Shares). If the Directors refuse to register a transfer, they shall within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal.

9.2 The Directors may also, in their absolute discretion and without giving any reason therefor, decline to register any transfer to any person unless the instrument of transfer (and any existing share certificate) is deposited at the registered office, or such other address of the Company as the Directors may specify, together with such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer. The instrument of transfer of any share (which need not be under seal) shall be signed by or on behalf of the transferor and the transferor shall be deemed to remain a holder of the Share until the name of the transferee is entered in the Register in respect thereof.

9.3 The registration of transfers may be suspended at such times and for such periods (not exceeding thirty days in the aggregate in each year) as the Directors may from time to time determine.

9.4 The executor or administrator of a deceased Member, the guardian of a Member determined to be incompetent by judicial process or the trustee of a bankrupt Member shall be the only person recognized by the Company as having any title to his or her Shares, but they shall not be entitled to exercise any rights as a Member until they have proceeded as set forth in this Article.

9.5 Any person becoming entitled by operation of law or otherwise to Shares in consequence of the death, incompetence or bankruptcy of any Member may be registered as a Member upon such evidence being produced as may reasonable be required by the Board of Directors. An application by any such person to be registered as a Member shall for all purposes be deemed to be Redemption of such Shares by the deceased, incompetent or bankrupt Member and a Subscription by such other person.



- 9.6 Any person who has become entitled to Shares in consequence of the death, incompetence or bankruptcy of any Member may, instead of being registered himself or herself, request in writing that some other person to be named by him or her be registered as the holder of such Shares and such request shall likewise be treated as if it were a Subscription by such other person.

10 AMENDMENT OF MEMORANDUM OF ASSOCIATION AND ALTERATION OF CAPITAL AND CHANGE OF REGISTERED OFFICE

- 10.1 Subject to these Articles and insofar as permitted by the provisions of the Act, the Company may from time to time by Ordinary Resolution (or where Ordinary Resolution is disallowed by the Act and a Special Resolution is required, by Special Resolution) alter or amend its Memorandum of Association otherwise than with respect to its name and objects.
- 10.2 The Company may from time to time by Ordinary Resolution increase its share capital by such sum, to be divided into Shares of such amounts, as the resolution shall prescribe. The new Shares shall be subject to the same provisions with reference to transfer, transmission and otherwise as the Shares in the original share capital.
- 10.3 Subject to the provisions of the Act, the Company may by Special Resolution reduce its share capital in any way and, in particular, without prejudice to the generality of the foregoing power, may:
- (a) extinguish or reduce the liability on any of its shares in respect of share capital not paid up; or
 - (b) with or without extinguishing or reducing liability on any of its shares, cancel any Paid-Up share capital which is lost, or which is not represented by available assets, or pay off any Paid-Up share capital which is in excess of the requirements of the Company, and may, if and so far as is necessary, alter its Memorandum of Association by reducing the amounts of its share capital and of its Shares accordingly.
- 10.4 The Company may from time to time by Ordinary Resolution alter (without reducing) its share capital by:
- (a) consolidating and dividing all or any of its share capital into shares of larger amount than its existing Shares;
 - (b) sub-dividing its shares, or any of them, into shares of smaller amount than that fixed by its Memorandum of Association so, however, that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived;
 - (c) cancelling any shares which, at the date of the passing of the Ordinary Resolution in that behalf, have not been taken, or agreed to be taken, by any



person, and diminishing the amount of its share capital by the amount of the shares so cancelled; or

- (d) converting all or any of its paid up capital into stock, and reconvert that stock into paid up Shares of any denomination or attending to any of the other matter specified in the Act.

10.5 Subject to the provisions of the Act, the Company may by Special Resolution change its name or alter its objects.

10.6 Subject to the provisions of the Act, the Company by resolution of the Directors may change the location of its Registered Office.

11 INVESTMENTS

11.1 The Company shall not:

- (a) purchase a security of an issuer if, immediately after the purchase, the Company would hold securities representing more than ten percent of the votes attaching to the outstanding voting securities of that issuer, or the outstanding equity securities of the issuer; or
- (b) purchase a security for the purpose of exercising control or direction over, or control or direction over the management of, the issuer of the security.

12 BORROWING POWERS

12.1 The Company shall not borrow cash (and/or non cash) or provide a security interest over any of its portfolio assets unless the transaction is temporary and is for the purpose of accommodating requests for the redemption of securities of the Company while the Company effects an orderly liquidation of portfolio assets, or to permit the Company to settle portfolio transactions and, after giving effect to all transactions undertaken under this Article 12, the outstanding amount of all borrowings of the Company does not exceed five percent of the portfolio assets of the Company taken at market value at the time of the borrowing.

12.2 For the purposes of this Article 12, a transaction shall be deemed to be temporary if the borrowing is repaid within six months from the date of the borrowing.

13 MEETINGS AND CONSENTS OF MEMBERS

13.1 The Board of Directors may convene meetings of the Members, or of Members holding a particular Class of Shares, at such times and in such manner and places within or outside the Cayman Islands as the Board of Directors considers necessary or desirable.

13.2 The Directors, the Fund Administrator, the Fund Manager, the Custodian and the Registrar are entitled to receive notice of and attend and speak at any general meeting of the Members.



- 13.3 Upon the written request of Members holding 10 percent or more of Governance Shares or of any Class of Investment Shares, the Board of Directors shall convene a meeting of the holders of Governance Shares or the Members of such Class, as applicable, to consider and vote on any matters falling within the scope of the voting rights attaching to those Shares.
- 13.4 The Board of Directors shall give not less than seven (7) days notice of each meeting of the Members to those persons whose names on the date the notice is given appear in the Register as holding Shares entitling them to attend and vote at such meeting, on the resolutions which the meeting is being convened to consider.
- 13.5 A meeting of Members held in contravention of the notice requirement in Article 13.4 is valid:
- (a) if Members holding not less than 90 percent of the total number of Investment Shares of the applicable Class or of Governance Shares, as applicable, entitling them to attend and vote at the meeting on the resolutions which the meeting is being convened to consider, have agreed to shorter notice of the meeting, or
 - (b) if all Members of such Investment Shares or Governance Shares, as applicable, have waived notice of the meeting (and for this purpose presence at the meeting shall be deemed to constitute such waiver).
- 13.6 The inadvertent failure of the Board of Directors to give notice of a meeting to any Member holding Governance Shares or Investment Shares, as applicable, entitling him, her or it to attend and vote at the meeting on the resolutions which the meeting is being convened to consider, or the fact that such a Member has not received notice, does not invalidate the meeting.
- 13.7 A Member entitled to attend and vote on the resolutions which a meeting is being convened to consider, may be represented at the meeting of Members by a proxy who may speak and vote on behalf of the Member.
- 13.8 The instrument appointing a proxy shall be produced to the Secretary of the Company or scrutineer of the meeting at the place appointed for the meeting before the time for holding the meeting at which the person named in such instrument proposes to vote.
- 13.9 An instrument appointing a proxy shall be in substantially the following form or such other form as the Chair of the meeting shall accept as properly evidencing the wishes of the Member appointing the proxy.

Scotiabank Short-Term Income Fund

I/We being a Member of the above Company with shares entitling me/us to attend and vote on the resolutions which the meeting referred to herein is being convened to consider, HEREBY APPOINT of or failing him



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..... of To be my/our proxy to
vote for me/us at the meeting of Members to be held on the day of
and at any adjournment thereof.

[Any restrictions on voting to be inserted here.]

Signed this day of,

Member

13.10 The following shall apply in respect of joint ownership of Shares:

- (a) if two or more persons jointly hold Shares which entitle them to attend and vote on the resolutions which a meeting is being convened to consider, each of them may be present in person or by proxy at that meeting of Members and may speak as a Member;
- (b) if only one of the joint owners is present in person or by proxy he may vote on behalf of all joint owners, and
- (c) if two or more of the joint owners are present in person or by proxy they must vote as one.

13.11 A Member shall be deemed to be present at a meeting of Members if he, she or it participates by telephone or other electronic means and all Members participating in the meeting are able to hear each other.

13.12 A meeting of Members is duly constituted if, at the commencement of the meeting, there are present in person or by proxy not less than 50 percent of the votes of the Shares entitled to vote on resolutions to be considered at the meeting. If a quorum be present, notwithstanding the fact that such quorum may be represented by only one person then such person may resolve any matter and a certificate signed by such person accompanied where such person be a proxy by a copy of the proxy form shall constitute a valid resolution.

13.13 If within 30 minutes from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members entitled to attend and vote on the resolutions which a meeting is being requisitioned to consider, shall be dissolved; in any other case it shall stand adjourned to the next business day at the same time and place or to such other time and place as the Board of Directors may determine, and if at the adjourned meeting there are not present within one hour from the time appointed for the meeting in person or by proxy not less than one third of the votes of the Shares or each Class of Shares entitled to vote on the resolutions to be considered by the meeting, the meeting shall be dissolved.



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- 13.14 At every meeting of Members, the Chairman of the Board of Directors shall preside as chairman of the meeting. If there is no Chairman of the Board of Directors or if the Chairman of the Board of Directors is not present at the meeting, the Board of Directors present shall choose some one of their number to be the chairman. If there is no Director present at the meeting, the Members present and entitled to vote on the resolutions to be considered by the meeting, shall choose some one of their number to be the chairman. If those Members are unable to choose a chairman for any reason, then the person representing the greatest number of voting Shares present in person or by prescribed form of proxy at the meeting shall preside as chairman, failing which the oldest individual Member or representative of a Member present shall take the chair.
- 13.15 The chairman may, with the consent of the meeting, adjourn any meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 13.16 At any meeting of the Members the chairman shall be responsible for deciding in such manner as he shall consider appropriate whether any resolution has been carried or not and the result of his decision shall be announced to the meeting and recorded in the minutes thereof. If the chairman shall have any doubt as to the outcome of any resolution put to the vote, he shall cause a poll to be taken of all votes cast upon such resolution, but if the chairman shall fail to take a poll then any Member present in person or by proxy who is entitled to vote on the resolutions to be considered by the meeting and who disputes the announcement by the chairman of the result of any vote may immediately following such announcement demand that a poll be taken and the chairman shall thereupon cause a poll to be taken. If a poll is taken at any meeting, the result thereof shall be duly recorded in the minutes of that meeting by the chairman.
- 13.17 Any person other than an individual shall be regarded as one Member and, subject to the provisions of these Articles or any relevant laws of the Cayman Islands, the right of any individual to speak for or represent such Member shall be determined by the law of the jurisdiction where, and by the documents by which, the person is constituted or derives its existence. In case of doubt, the Board of Directors may in good faith seek legal advice from any qualified person and unless and until a court of competent jurisdiction shall otherwise rule, the Board of Directors may rely and act upon such advice without incurring any liability to any Member.
- 13.18 Any person other than an individual which is a Member may by resolution of its Board of Directors or other governing body authorize such person as it thinks fit to act as its representative at any meeting of the Company (or Class) at which the Member is entitled to attend and vote on the resolutions to be considered by the meeting, and the person so authorized shall be entitled to exercise the same powers on behalf of the person which he or she represents as that person could exercise of it were an individual Member.
- 13.19 The chairman of any meeting at which a vote is cast by proxy or on behalf of any person other than an individual may call for a notarially certified copy of such proxy or authority



which shall be produced within seven (7) days of being so requested or the votes cast by such proxy or on behalf of such person shall be disregarded.

14 DIRECTORS

- 14.1 The first Directors of the Company shall be elected by the subscribers to the Memorandum and thereafter, the Directors shall be elected by the Board of Directors for such term as the Board of Directors determine. A Director may be an individual or a company.
- 14.2 The minimum number of Directors shall be three (3) and the maximum number shall be seven (7), unless a Resolution of Members holding the Governance Shares otherwise determines.
- 14.3 Each Director shall hold office until his successor takes office or until his earlier death, resignation or removal.
- 14.4 A Director may be appointed to the office or removed from office, with or without cause, by an Ordinary Resolution of Members holding the Governance Shares.
- 14.5 A Director may resign his or her office by giving written notice of his or her resignation to the Company and the resignation shall have effect from the date the notice is received by the Company or from such later date as may be specified in the notice.
- 14.6 The Directors shall have power at any time, and from time to time, to appoint any qualified person to be a Director either to fill a casual vacancy or as an addition to the existing Directors but so that the total number of Directors (exclusive of alternate Directors) shall not at any time exceed the number fixed in accordance with these Articles.
- 14.7 With the prior or subsequent approval by a Resolution of Members holding the Governance Shares, the Directors may, by a Resolution of Board of Directors, fix the emoluments of Board of Directors with respect to services to be rendered in any capacity to the Company.
- 14.8 A Director shall not require a share qualification, but nevertheless shall be entitled to attend and speak at any meeting of the Members of the Company and at any separate meeting of the holders of any Class of Investment Shares.
- 14.9 The office of Director shall be vacated if the Director:
- (a) becomes bankrupt or makes any arrangement or composition with his creditors; or
 - (b) becomes of unsound mind; or
 - (c) resigns his office by notice in writing to the Company; or



- (d) is absent from the meetings of the Directors for a continuous period of six Months without special leave of absence from the Directors, and they resolve his office to be vacated; or
- (e) he is requested to resign by notice in writing signed by all his co-directors except at a time where there are only two Directors.

15 POWERS OF DIRECTORS

- 15.1 The business and affairs of the Company shall be managed by the Board of Directors who may pay all expenses incurred preliminary to and in connection with the formation and registration of the Company and may exercise all such powers of the Company as are not by the Act or by the Memorandum or these Articles required to be exercised by the Members of the Company, subject to any delegation of such powers as is expressly permitted or is not specifically prohibited by these Articles. No requirement made by a Resolution of Members shall prevail if it be inconsistent with the rights attached to the Shares held by those Members or with these Articles, nor shall such requirement invalidate any prior act of the Board of Directors which would have been valid if such requirement had not been made.
- 15.2 The Directors may, by a Resolution of the Board of Directors, appoint any person, including a person who is a director, to be an officer or agent of the Company.
- 15.3 Any Director who is a corporate body may appoint any person its duly authorized representative for the purpose of representing it at meetings of the Board of Directors or with respect to unanimous written consents.
- 15.4 The Board of Directors may act notwithstanding any vacancy in their number, save that if their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum for a meeting of the Board of Directors, the Directors or Director may act only for the purpose of increasing the number of Directors to that number or summoning a meeting of Members.
- 15.5 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board of Directors shall from time to time by resolution determine.
- 15.6 The Directors may sign and/or file any returns, elections, or statements by the Company to be filed with the applicable Tax Authorities, and may disclose information regarding any Member to any Tax Authority to enable the Company to comply with any applicable law or regulation or any agreement with a Tax Authority (including, but not limited to, any applicable law, regulation or agreement under FATCA or CRS). The Directors may enter into agreements on behalf of the Company with any applicable Tax Authority (including any agreement entered into pursuant to FATCA or CRS, or any similar or successor legislation) to the extent it determines, in its sole discretion, such agreement is in the best interest of the Company.



16 PROCEEDINGS OF DIRECTORS

- 16.1 The Board of Directors or any Committee may meet at such times and in such manner and places within or outside the Cayman Islands as the Board of Directors may determine to be necessary or desirable.
- 16.2 A Director shall be deemed to be present at a meeting of the Board of Directors if he participates by telephone or other electronic means and all Directors participating in the meeting are able to hear each other.
- 16.3 A Director shall be given not less than three (3) days notice of meetings of the Board of Directors, but a meeting of the Board of Directors held without 3 days' notice having been given to all the Directors shall be valid if all the Directors entitled to vote at the meeting who do not attend, waive notice of the meeting. The inadvertent failure to give notice of a meeting to a Director, or the fact that a Director has not received the notice, does not invalidate the meeting.
- 16.4 A Director may by a written instrument (and the delivery thereof to the Company) appoint an alternate who need not be a Director, and an alternate is entitled to attend meetings of the Board of Directors in the absence of the Director who appointed him and to vote or consent in place of the Director.
- 16.5 A meeting of the Board of Directors is duly constituted for all purposes if at the commencement of the meeting there are present in person or by alternate such number of Directors as the Board of Directors have by prior resolution determined to constitute a quorum and, in the absence of such determination, the quorum shall be three Directors present in person or by alternate.
- 16.6 If the Company shall have only one Director the provisions herein contained for meetings of the Board of Directors shall not apply, but such sole Director shall have full power to represent and act for the Company in all matters as are not by the Act, the Memorandum or these Articles required to be exercised by the Members and in lieu of minutes of a meeting shall record in writing and sign a note or memorandum of all matters requiring a Resolution of the Board of Directors. Such a note or memorandum shall constitute sufficient evidence of such resolution for all purposes.
- 16.7 At every meeting of the Board of Directors, the Chairman of the Board of Directors shall preside as chairman of the meeting. If there is no Chairman of the Board of Directors or if the Chairman of the Board of Directors is not present at the meeting the Vice Chairman of the Board of Directors shall preside. If there is no Vice Chairman of the Board of Directors or if the Vice Chairman of the Board of Directors is not present at the meeting the Board of Directors present shall choose some one of their number to be chairman of the meeting.
- 16.8 The Board of Directors shall cause the following corporate records to be kept:
- (a) minutes of all meetings of the Board of Directors, Members, Committees, committees of officers and committees of Members;



- (b) copies of all resolutions consented to by the Board of Directors, Members, Committees, committees of officers and committees of Members; and
 - (c) such accounts and other records as the Directors by a Resolution of the Board of Directors consider necessary or desirable in order to reflect the financial position of the Company.
- 16.9 The books, records and minutes shall be kept at the registered office of the Company or at such other place as the Board of Directors determines.
- 16.10 The Directors may, by a Resolution of Board of Directors, create and designate one or more Committees, each consisting of one or more Directors.
- 16.11 Each Committee shall have such powers and authorities as the Board of Directors determines, including the power and authority to affix the Seal as set forth in the Resolution of Board of Directors establishing the Committee, except that no Committee shall have the power or authority with respect to the matters requiring a Resolution of Board of Directors under applicable law.
- 16.12 The meetings and proceedings of each Committee consisting of two or more Directors shall be governed, *mutatis mutandis*, by the provisions of these Articles regulating the meetings and proceedings of the Board of Directors so far as the same are not suspended by any provisions in the resolution establishing the committee.

17 OFFICERS

- 17.1 The Company may by a Resolution of the Board of Directors from time to time appoint officers of the Company at such times as shall be considered necessary or expedient. Such officers may consist of a President and one or more Vice Presidents, Secretaries and Treasurers and such other officers as may from time to time be deemed desirable. Any number of offices may be held by the same person. The Board of Directors may appoint from their number a Chairman and a Vice Chairman.
- 17.2 The officers shall perform such duties as shall be prescribed at the time of their appointment subject to any modification in such duties as may be prescribed thereafter by a Resolution of the Board of Directors or a Resolution of Members holding the Governance Shares.
- 17.3 The officers of the Company shall hold office until their successors are duly elected and qualified, but any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by a Resolution of Board of Directors. Any vacancy occurring in any office of the Company may be filled only by a Resolution of the Board of Directors.

18 CONFLICT OF INTERESTS

- 18.1 If the provisions of this Article are satisfied, no agreement or transaction between the Company and one or more of the Directors, or any person in which any Director has a financial interest or to whom any Director is related, including as a Director of that other



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person, is void or voidable for this reason only or by reason only that the Director is present at the meeting of the Board of Directors or at the meeting of any Committee that approves the agreement or transaction.

- 18.2 An agreement or transaction referred to in the previous Article is valid if the material facts of the interest of each Director in the agreement or transaction and his interest in or relationship to any other party to the agreement or transaction are disclosed in writing and in good faith to the other Directors, and the agreement or transaction is approved or ratified by a majority of the other Directors.
- 18.3 A Director who has an interest in any particular business to be considered at a meeting of the Board of Directors, a Committee or Members may be counted for purposes of determining whether the meeting is duly constituted but may not be counted for the purposes of approval or ratification required under the previous Article.

19 INDEMNIFICATION

- 19.1 Subject to the following Article, the Company may indemnify any person for all expenses, including legal fees, and against all judgments, fines and amounts paid in settlement and reasonably incurred in connection with legal, administrative or investigative proceedings, if such person:
- (a) is or was a party or is threatened to be made a party to any threatened, pending or completed proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that the person is or was a Director, an officer, employee, agent or a liquidator of the Company; or
 - (b) is or was, at the request of the Company, serving as a Director, officer, employee, agent or liquidator of, or in other capacity is or was acting for, another company or a partnership, joint venture, trust or other enterprise.
- 19.2 Article 19.1 only applies to a person referred to in that subsection if the person acted in good faith.
- 19.3 The decision of the Board of Directors as to whether the person acted in good faith is, in the absence of fraud, sufficient for the purposes of this Article.
- 19.4 If a person referred to in Article 19.1 has been successful in defence of any proceedings referred to in that Article the person is entitled to be indemnified by the Company against all expenses, including reasonable legal fees, and against all judgments, fines and amounts paid in settlement and reasonably incurred by the person in connection with the proceedings.
- 19.5 The Company may purchase and maintain insurance in relation to any person who is or was a Director, an officer, employee, agent, or a liquidator of the Company, or who at the request of the Company is or was serving as a director, an officer, employee, agent or a liquidator of, or in any other capacity is or was acting for, another company or a partnership, joint venture, trust or other enterprise, against any liability asserted against



the person and incurred by the person in that capacity, whether or not the Company has or would have had the power to indemnify the person against the liability.

- 19.6 The Fund Administrator, any sub-administrator, the Fund Manager, the Custodian, the Registrar, the distributors, the auditors and any other agents of the Company shall be entitled to indemnity from the Company out of the assets of the Company under such terms and conditions as shall be provided under their respective terms of appointment.

20 DIVIDENDS

- 20.1 Dividends or distributions shall only be declared and/or paid in respect of the Investment Shares. Subject to any contrary statement in the Prospectus, no Dividends or distributions shall be declared and/or paid in respect of the Governance Shares.
- 20.2 Subject to the Act and as hereinafter provided, the Directors shall have power to declare and pay dividends (including interim dividends) and distributions at such times and at such intervals as the Directors may think fit and authorise payment of the same out of funds of the Company lawfully available therefore. Dividends may be paid in cash or in specie, subject to any contrary provisions in the Prospectus.
- 20.3 The Directors may, before declaring any dividends or distributions, set aside such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose of the Company and pending such application may, at the like discretion, be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors may from time to time think fit. The Directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.
- 20.4 No dividend or distribution shall be payable except out of the profits of the Company, realised or unrealised, or out of the share premium account or as otherwise permitted by the Law.
- 20.5 Dividends or distributions to be declared on a Class of Investment Shares shall be declared and paid pro rata to each Member's respective holding of shares of such Class of Investment Shares as at the date of declaration of the dividend or distribution. All such dividend payments shall be debited against the relevant investor account and in no event shall the amounts, assets or the income derived from assets held in any investor account be used to pay a dividend on shares relating to any other investor account. The Directors may deduct from any dividend or other moneys payable to any Member on or in respect of a share all sums of money (if any) presently payable by such Member to the Company.
- 20.6 Any dividend, distribution, interest or other monies payable in cash in respect of shares may be paid by wire transfer, draft or warrant sent through the post directed to the registered address of the holder or otherwise paid to the Members in the manner determined by the Directors from time to time. In the case of joint holders, it shall be paid to the holder who is first named on the Register or to such person and to such address as such holder or joint holders may otherwise direct in writing.



- 20.7 Every such wire transfer draft or warrant shall be made payable to the order of the person to whom it is sent. Any one of two or more joint holders may give effectual receipts for any dividends, bonuses or other monies payable in respect of the share held by them as joint holders.
- 20.8 Subject to any contrary provisions in the Prospectus, the Directors may declare that any dividend and distribution is paid wholly or partly by the distribution of specific assets and in particular of paid up shares, debentures or debenture stock of any other company or in any one or more of such ways, and the Directors shall give effect to such resolution, and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient, and in particular may fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Directors.
- 20.9 Notice of any dividend, redemption proceeds or other distribution that may have been declared or owing to a Member of the Company or any Class of Investment Shares shall be given to each Member of the Company or Class of Investment Shares, as applicable, in manner hereinafter mentioned.
- 20.10 No dividend or distribution shall bear interest against the Company. All unclaimed dividends may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed. Any Dividend unclaimed by a Member twelve years after the dividend declaration date shall be forfeited and revert to the Company, unless otherwise permitted by the Prospectus.

21 AUDIT

- 21.1 Subject to the terms of these Articles, the Directors may appoint an Auditor or Auditors of the Company who shall hold office until otherwise resolved and fix his or their remuneration and other terms of engagement. The Auditor may be a Member but no Director or Officer of the Company shall, during his continuance in office, be eligible for appointment as Auditor.
- 21.2 Every Auditor of the Company shall have the right of access at all times to the books of accounts and vouchers of the Company and shall be entitled to require from the Directors and officers of the Company such information and explanation as may be necessary for the performance of the duties as Auditors.
- 21.3 Auditors shall at any time during their term of office, upon request of the Directors or any general meeting of the Members, make a report on the accounts of the Company in general meeting during their tenure of office.

22 NOTICES

- 22.1 Any notice or document may be sent by the Company on any Member either personally or by sending it through the post in a prepaid letter or by email or facsimile addressed to such Member at the Member's address as appearing in the Register.



- 22.2 In the case of joint holders of a Share, all notices shall be given to that one of the joint holders whose name stands first in the Register in respect of the joint holding, and notice so given shall be sufficient notice to all the joint holders.
- 22.3 Any Member present, either personally or by proxy, at any meeting of the Company shall for all purposes be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was convened.
- 22.4 Any summons, notice, order or other document required to be sent to or served upon the Company, or upon any officer of the Company, may be sent or served by leaving the same or sending it through the post in a prepaid letter, envelope or wrapper or by email or facsimile, addressed to the Company or to such officer at the Registered Office.
- 22.5 Any notice or other document, if served by post, shall be deemed to have been served four days after the time when the letter containing the same is posted and in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed and duly posted or, in the case of a mailing to all the holders of Investment Shares, that the Company's usual practice of posting notices or documents to all such Members was duly followed. Where a notice is sent by email or facsimile, service of the notice shall be deemed to be effected by properly addressing and sending such notice and to have been effected on the day the same was sent as aforesaid.
- 22.6 Any notice or document delivered or sent by post, email or facsimile to or left at the registered address of any Member in pursuance of these Articles shall, notwithstanding that such Member be then dead or bankrupt, and whether or not the Company has notice of the Member's death or bankruptcy, be deemed to have been duly served in respect of any Share registered in the name of such Member as sole or joint holder, unless the Member's name shall, at the time of the service of the notice or document, have been removed from the Register as the holder of the share, and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly or as claiming through or under him) in the Share.
- 22.7 Notice of every general meeting shall be given in any manner hereinbefore authorised to:
- (a) every person shown as a Member in the Register and who is entitled to receive the same as of the date of despatch thereof;
 - (b) every person upon whom the ownership of a share devolves by reason of his being a legal personal representative or a trustee in bankruptcy of a registered Member where the registered Member but for his death or bankruptcy would be entitled to receive notice of the meeting;
 - (c) the Company's Directors and Auditors for the time being; and
 - (d) such other persons as the Directors shall at any time and from time to time determine.



No other person shall be entitled to receive notices of such meeting.

23 THE SEAL

- 23.1 The Board of Directors shall provide for the safe custody of the Seal.
- 23.2 The Seal when affixed to any written instrument shall be witnessed by a Director or the Secretary of the Company or any other person so authorized from time to time by a Resolution of the Board of Directors.
- 23.3 The Board of Directors may provide for a facsimile of the Seal and of the signature of any Director or the Secretary or authorized person which may be reproduced by printing or other means on any instrument and it shall have the same force and validity as if the Seal had been affixed to such instrument and the same had been signed as hereinbefore described.

24 VOLUNTARY WINDING UP AND DISSOLUTION

- 24.1 The Company's business shall continue for so long as the Company holds assets and investments irrespective of whether the Directors have determined that the Company shall not acquire any further assets or investments. If the Directors determine that the business of the Company shall be terminated and that the assets and investments of the Company shall be realised in anticipation of such termination, the business of the Company shall continue and shall be regarded as continuing as a going concern, until the process of realisation of the assets and investments of the Company is complete.
- 24.2 The Company may voluntarily commence to wind up and dissolve by a Special Resolution of Members holding Investment Shares and Governance Shares.
- 24.3 If the Company shall be wound-up, the liquidator shall apply the assets of the Company in satisfaction of creditor's claims in such manner and order as he thinks fit. The liquidator shall in relation to the assets available for distribution among the Members make in the books of the Company such transfers thereof to and from the relevant record of any class of Investment Shares as may be necessary in order that the effective burden of such creditor's claims may be shared between the holders of shares of different class of Investment Shares in such proportions as the liquidator in his absolute discretion may think equitable having regard to the provisions of these Articles.
- 24.4 The holders of Investment Shares shall rank first in the repayment of the nominal or par value paid up thereon and, in addition, they shall have the right to share in the Company's surplus assets available for distribution to Members after repayment of the nominal or par value paid up on the Governance Shares. The class of Investment Shares shall share such surplus assets between them in proportion that the Class of Investment Shares Net Asset Value of that class of Investment Shares bears to the aggregate of the Class of Investment Shares' Net Asset Value relating to the applicable class of Investment Shares. If there are no Investment Shares at the date of distribution, the holders of the Governance Shares shall be entitled to receive such distribution.



- 24.5 If the Company shall be wound up (whether the liquidation is voluntary, under supervision or by the court), the liquidator may, with the sanction of the Company and any other sanction required by law, divide amongst the Members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the Members as the liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any shares or other securities whereon there is any liability.
- 24.6 Final determination by the liquidator of the amount payable by the Company to a Member upon winding up will be final, conclusive and binding on all parties, absent manifest error. Any amounts payable to a Member will, if not accepted within three Months of notification, be forfeited by such Member in favour of the Company absolutely.

25 CONTINUATION

- 25.1 The Company, if registered as an exempted company under the Act, may by Special Resolution resolve to be registered by way of continuation in a jurisdiction outside the Cayman Islands which permits or does not prohibit the transfer of the Company to such jurisdiction.
- 25.2 In furtherance of a resolution passed pursuant to the immediately preceding Article, the Directors shall cause an application to be made to the Registrar of Companies to de-register the Company in the Cayman Islands or such other jurisdiction in which it is for the time being incorporated, registered or existing and may cause all further steps as they consider appropriate to be taken to effect the transfer by way of continuation of the Company.

26 PROSPECTUS

- 26.1 The Board of Directors may from time to time, subject to the requirements of the Mutual Funds Act of the Cayman Islands and the provisions herein, amend the Prospectus.
- 26.2 The Board of Directors may give effect to and implement the provisions contained in the Prospectus.

27 TAX WITHHOLDINGS AND DEDUCTIONS

- 27.1 Each Member (i) shall be required to, upon demand by the Company, provide any form, certification or other information reasonably requested by and acceptable to the Company that is necessary for the Company (A) to prevent withholding (including, without limitation, any withholding taxes required under FATCA, CRS or otherwise) or qualify for a reduced rate of withholding or backup withholding in any jurisdiction from



or through which the Company receives payments and/or (B) to satisfy reporting or other obligations under the Code and the Treasury Regulations of the United States, or to satisfy any obligations relating to an intergovernmental agreement for the implementation of FATCA or any requirements of CRS or similar, (ii) to update or replace such form, certification or other information in accordance with its terms or subsequent amendments, and (iii) to otherwise comply with any reporting obligations imposed by the United States, the Cayman Islands, any jurisdiction under CRS or any other jurisdiction, including reporting obligations that may be imposed by future legislation.

- 27.2 If, and to the extent that, the Company is required to make (or is subject to) any payment, withholding (including, without limitation, withholding taxes under FATCA) or deduction (such payment, withholding or deduction being referred to herein as a "Deduction") as a consequence of any Member (the "**Defaulting Member**") failing to comply in a timely manner with the requirement in the preceding Article, the Company shall be entitled to, at the discretion of the Directors, reduce the Net Asset Value of the Defaulting Member's shares or redeem such of that Defaulting Member's shares so as to ensure that no other Member in the Company shall suffer any reduction in the value of their shares as a consequence of such Deduction and the Company shall be entitled to convert (by way of redemption and issue of shares) a Defaulting Member's shares to a different Class or Series for the purposes of giving effect to this Article. In addition, the Directors shall at any time and from time to time be entitled to determine that the Company shall not make payment of all or a portion of the redemption proceeds payable in respect thereof to a Defaulting Member if the Company is required under the laws of the United States or as a consequence of any agreement between the Company and the United States Treasury Department or similar government division or department or as applicable under CRS to withhold any payments as a consequence of any Defaulting Member failing to comply in a timely manner with the requirement in the preceding Article.

28 CAPITALISATION OF PROFIT

- 28.1 The Company in general meeting may upon the recommendation of the Directors resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that such sum be set free from distribution amongst the Members of holding Investment Shares or a Class thereof who would have been entitled thereto if distributed by way of Dividend and in the same proportions on condition that the same be not paid in cash but be applied in or towards paying up any amounts for the time being unpaid on any shares held by such Members respectively or paying up in full unissued shares of the Company to be allotted and distributed credited as fully paid up to and amongst such Members in the proportions aforesaid, or partly in the one way and partly in the other, and the Directors shall give effect to such resolution. Provided that a share premium account and a capital redemption reserve fund of a specific Class of Investment Shares may, for the purpose of these Articles, only be applied in the paying up of unissued shares to be issued to Members of Investment Shares or a Class thereof as fully paid bonus shares.



- 28.2 Whenever such a resolution as aforesaid shall have been passed, the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by the issue of fractional shares or by payment in cash or otherwise as thought fit for the Investment Shares or a Class thereof becoming distributable in fractions, and also to authorise any person to enter into, on behalf of all the Members of Investment Shares or a Class thereof entitled thereto, an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares or Debentures to which they may be entitled upon such capitalisation, or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such Members.

29 SHARE PREMIUM AND RESERVE ACCOUNTS

- 29.1 The Directors shall establish a share premium account and shall carry to the credit of such account from time to time a sum equal to the amount or value of the premium paid on the issue of any share in the capital of the Company.
- 29.2 The Directors may before recommending that any dividends be paid on any Class of Investment Shares, set aside out of the profits of the relevant investor account and carry to the credit of any reserve account such sums as they think proper which shall, at the discretion of the Directors, be applicable for any purpose to which the profits or reserves may be properly applied and pending such application may at the like discretion either be employed in the business of the Company or be invested in such manner as the Directors may from time to time think fit.
- 29.3 The Company shall at all times comply with the provisions of the Law in relation to the share premium account and the premiums attaching to the Investment Shares and in relation to redemption of the Investment Shares.

30 ACCOUNTS

- 30.1 The Directors shall cause proper books of account to be kept with respect to:
- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
 - (b) all sales and purchases of assets by the Company;
 - (c) the assets and liabilities of the Company; and
 - (d) each account for each class of Investment Shares in order to give effect to the provisions of these Articles.



- 30.2 Proper books shall not be deemed to be kept if there are no such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.
- 30.3 The books of account shall be kept at the Registered Office, or subject to the provisions of the Act, at such other place or places as the Directors think fit, and shall always be open to the inspection of the Directors.
- 30.4 The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members.

31 REGISTER OF MEMBERS

- 31.1 The Board shall cause the Register to be kept in one or more books or in electronic form at such place or places as the Directors shall appoint either inside or outside the Cayman Islands.
- 31.2 For the purpose of determining Members entitled to notice or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any dividend, or in order to make a determination of Members for any proper purpose, the Directors may provide that the Register shall be closed for transfers for a stated period as determined by the Directors.
- 31.3 In lieu of or apart from closing the register, the Directors may fix in advance a date as the record date for any such determination of Members entitled to notice of or to vote at a meeting of the Members and for the purpose of determining the Members entitled to receive a payment of any dividend or in order to make a determination of Members for any proper purpose, the Directors may, at or within ninety days prior to the date of declaration, fix a subsequent date as the record date for such determination.
- 31.4 If the Register is not so closed and no record date is fixed for the determination of Members entitled to notice of or to vote at a meeting of Members or Members entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Directors declaring such dividend is adopted (as the case may be) shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in these Article, such determination shall apply to any adjournment thereof.



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