
Impax Funds (Ireland) plc

An open-ended investment company with variable capital incorporated in Ireland with registered number 393658 established as an umbrella fund with segregated liability between sub-funds.

PROSPECTUS

3 October 2016

IMPORTANT INFORMATION

The Directors of the Company, whose names appear on page (iii), accept responsibility for the information contained in this Prospectus. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

Application will be made to the Irish Stock Exchange in the applicable Supplement if the Shares issued and to be issued by a Fund are to be admitted to listing on the Irish Stock Exchange. This Prospectus and the applicable Supplement will together comprise listing particulars for the purpose of such application.

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

The Company has been authorised by the Central Bank as an undertaking for collective investment in transferable securities pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011, as amended. The authorisation of the Company by the Central Bank is not an endorsement or guarantee of the Company by the Central Bank nor is the Central Bank responsible for the contents of this Prospectus. In addition, the authorisation of the Company by the Central Bank shall not constitute a warranty as to the performance of the Company and the Central Bank shall not be liable for the performance or default of the Company.

Investors should note that since transferable securities may depreciate as well as appreciate in value, no assurance can be given by the Company or the Directors or any of the persons referred to in this Prospectus that the Company will attain its objectives. The price of Shares, in addition to the income therefrom, may decrease as well as increase. Accordingly, an investment should only be made where the investor is or would be in a position to sustain any loss on his or her investment. The difference at any one time between the sale and repurchase price of the Shares of any Fund means that the investment should be regarded as medium to long term.

Investors' attention is drawn to the "General Risk Factors" set out on page 2. Prospective investors should not treat the contents of this Prospectus as advice relating to legal, taxation, investment or any other matters. Prospective investors should inform themselves as to: (a) the legal requirements within their own jurisdictions for the purchase, holding or disposal of Shares; (b) any applicable foreign exchange restrictions; and (c) any income and other taxes which may apply to their purchase, holding or disposal of Shares or payments in respect of Shares.

If investors are in any doubt regarding the action that should be taken, they should consult their stockbroker, bank manager, solicitor, accountant or other professional adviser. The distribution of this Prospectus and the offering of the Shares in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Company to inform themselves about and to observe any such restrictions. This Prospectus does not constitute, and may not be used for or in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

This document may not be authorised or distributed in any jurisdiction unless it is accompanied by the Company's most recent annual or interim report (when available). Such reports and this document (and any Supplement attached hereto) together constitute the Prospectus for the issue of Shares in the Company.

In order for the Directors to generate distributable profits, Shareholders should note that all or part of fees and expenses may be charged to the capital of a Fund. This may have the effect of

lowering the capital value of an investment in the Company. Investors should note that by charging the expenses of the Fund to capital, the effect of this is that capital will be eroded and income may be achieved by foregoing the potential for future capital growth.

United Kingdom

The Company is a recognised collective investment scheme for the purposes of Section 264 of the Financial Services and Markets Act 2000.

United States

NONE OF THE SHARES HAVE BEEN, NOR WILL, BE REGISTERED UNDER THE U.S. FEDERAL SECURITIES LAWS OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY U.S. STATE OR OTHER JURISDICTION OF THE U.S. AND THE SHARES WILL NOT BE OFFERED, OR SOLD OR TRANSFERRED WITHIN THE U.S. OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, "U.S. PERSONS" AS SUCH TERM IS DEFINED HEREIN. FOR PURPOSES OF THIS DOCUMENT, THE TERM "U.S. PERSON" MEANS (i) ANY NATURAL PERSON RESIDENT IN THE UNITED STATES; (ii) ANY PARTNERSHIP OR CORPORATION ORGANIZED OR INCORPORATED UNDER THE LAWS OF THE UNITED STATES; (iii) ANY ESTATE OF WHICH ANY EXECUTOR OR ADMINISTRATOR IS A U.S. PERSON; (iv) ANY TRUST OF WHICH ANY TRUSTEE IS A U.S. PERSON; (v) ANY AGENCY OR BRANCH OF A FOREIGN ENTITY LOCATED IN THE UNITED STATES; (vi) ANY NON-DISCRETIONARY ACCOUNT OR SIMILAR ACCOUNT (OTHER THAN AN ESTATE OR TRUST) HELD BY A DEALER OR OTHER FIDUCIARY FOR THE BENEFIT OR ACCOUNT OF A U.S. PERSON; (vii) ANY DISCRETIONARY ACCOUNT OR SIMILAR ACCOUNT (OTHER THAN AN ESTATE OR TRUST) HELD BY A DEALER OR OTHER FIDUCIARY ORGANIZED, INCORPORATED, OR (IF AN INDIVIDUAL) RESIDENT IN THE UNITED STATES; AND (viii) ANY PARTNERSHIP OR CORPORATION IF: (A) ORGANIZED OR INCORPORATED UNDER THE LAWS OF ANY FOREIGN JURISDICTION; AND (B) FORMED BY A U.S. PERSON PRINCIPALLY FOR THE PURPOSE OF INVESTING IN SECURITIES NOT REGISTERED UNDER THE LAWS OF THE UNITED STATES.

BECAUSE THE SHARES WILL NOT BE OFFERED IN THE UNITED STATES OR TO U.S. PERSONS, THE SHARES WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR THE LAWS OF ANY OTHER JURISDICTION, NOR WILL THE FUND BE REGISTERED UNDER THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED. NO ACTION HAS BEEN OR WILL BE TAKEN TO REGISTER OR QUALIFY THE SHARES FOR PUBLIC OFFERING IN ANY U.S. JURISDICTION.

DIRECTORY

Directors

Padraic O'Connor (Chairman)
David Kempton
Mike Kirby
Louis FitzGerald
Zack Wilson

Investment Manager

Impax Asset Management Ltd
Norfolk House
31 St James's Square
London SW1Y 4JR
United Kingdom

Administrator, Registrar and Transfer Agent

BNP Paribas Fund Administration Services (Ireland) Limited
Trinity Point
10-11 Leinster Street South
Dublin 2
Ireland

Project Manager and Legal Advisers in Ireland

McCann FitzGerald
Riverside One
Sir John Rogerson's Quay
Dublin 2
Ireland

Listing Sponsor at the Irish Stock Exchange

McCann FitzGerald Listing Services Limited
Riverside One
Sir John Rogerson's Quay
Dublin 2
Ireland

Company Secretary

HMP Secretarial Limited
Riverside One
Sir John Rogerson's Quay
Dublin 2
Ireland

Registered Office

Riverside One
Sir John Rogerson's Quay
Dublin 2
Ireland

UK Facilities Agent

Impax Asset Management Ltd
Norfolk House
31 St James's Square
London SW1Y 4JR
United Kingdom

Depository

Ireland Branch
BNP Paribas Securities Services, Dublin Branch
Trinity Point,
10-11 Leinster Street South,
Dublin 2,
Ireland

Head Office
BNP Paribas Securities Services S.A.
3 rue d'Antin
75002 Paris
France

Legal Advisers in the United Kingdom

CMS Cameron McKenna
Mitre House
160 Aldersgate Street
London EC1A 4DD
United Kingdom

Auditors

Ernst & Young
Chartered Accountants
Ernst & Young Building
Harcourt Centre
Dublin 2
Ireland

DEFINITIONS

The following definitions apply throughout this Prospectus unless the context requires otherwise:

“£” or “Sterling”	means pounds sterling, the currency of the United Kingdom;
“Act”	means the Companies Act 2014 and every statute or other provision of law modifying, extending or re-enacting them or any of them;
“Administrator”	means BNP Paribas Fund Administration Services (Ireland) Limited or such other person or persons from time to time appointed by the Company as the administrator of the Company in accordance with the requirements of the Central Bank;
“Administration Agreement”	means the administration agreement entered into between the Company and the Administrator dated 31 March, 2014 as amended as of 30 December 2015;
“Business Day”	means unless determined by the Directors, a day excluding Saturday or Sunday on which banks are normally open for business in Dublin, Luxembourg and London;
“Cash Deposits”	means deposits (i) that are repayable on demand; or have the right to be withdrawn; and (ii) which have a maturity date of no more than twelve months;
“Central Bank”	means the Central Bank of Ireland or any successor thereto;
“Central Bank UCITS Regulations”	means the Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1)) (Undertakings for Collective Investment in Transferable Securities) Regulations 2015, as may be amended, supplemented or modified from time to time and any other statutory instrument, regulations, rules conditions, notices, requirements or guidance of the Central Bank issued from time to time applicable to the Company pursuant to the UCITS Regulations and the Delegated Regulations or either of them as the case may be;
“Closing Date”	means the closing date of the Initial Offer in respect of a Fund as set out in the applicable Supplement;
“Collective Investment Schemes”	means UCITS and/or Collective Investment Schemes other than UCITS in which the Funds may invest pursuant to the Central Bank UCITS Regulations;
“Company”	means Impax Funds (Ireland) plc;
“Constitution”	means the memorandum and articles of association of the Company;

“Delegated Regulation”	means the Commission Delegated Regulation supplementing Directive 2014/91/EU of the European Parliament and of the Council of 23 July 2014;
“Depositary”	means BNP Paribas Securities Services Dublin Branch, or such other person or persons from time to time appointed by the Company as the Depositary of the Company with the prior approval of the Central Bank;
“Depositary Agreement”	means the agreement dated 31 March 2014 as amended by the amendment agreement dated 3 October 2016 entered into between the Company and the Depositary;
“Directors”	means the board of directors of the Company, whose names appear on page (iii) and who are collectively the ‘responsible person’ for the purposes of the Central Bank UCITS Regulations;
“Euro” or “€”	means the single currency of Participating Member States;
“Exempt Irish Investor”	means for the present purposes: <ul style="list-style-type: none"> • a pension scheme which is an exempt approved scheme within the meaning of Section 774 of the Taxes Act or a retirement annuity contract or a trust scheme to which Section 784 or 785 applies that has made a Relevant Declaration which is in the possession of the Company prior to the occurrence of a chargeable event; • a credit union that has made a Relevant Declaration which is in the possession of the Company prior to the occurrence of a chargeable event; • a company carrying on life business within the meaning of Section 706 of the Taxes Act that has made a Relevant Declaration which is in the possession of the Company prior to the occurrence of a chargeable event; • an investment undertaking within the meaning of Section 739(B)(1) of the Taxes Act that has made a Relevant Declaration which is in the possession of the Company prior to the occurrence of a chargeable event; • a special investment scheme within the meaning of Section 737 of the Taxes Act that has made a Relevant Declaration which is in the possession of the Company prior to the occurrence of a chargeable event;

- a unit trust to which Section 731(5)(a) of the Taxes Act applies that has made a Relevant Declaration which is in the possession of the Company prior to the occurrence of a chargeable event;
- a charity being a person referred to in Section 739(D)(6)(f)(i) of the Taxes Act that has made a Relevant Declaration which is in the possession of the Company prior to the occurrence of a chargeable event;
- a qualifying management company within the meaning of Section 734(1) of the Taxes Act that has made a Relevant Declaration which is in the possession of the Company prior to the occurrence of a chargeable event;
- a specified company within the meaning of Section 734(1) of the Taxes Act that has made a Relevant Declaration which is in the possession of the Company prior to the occurrence of a chargeable event;
- a person who is exempt from income tax and capital gains tax under Section 784A(2) of the Taxes Act where the shares held are assets of an approved retirement fund or an approved minimum retirement fund that has made a Relevant Declaration which is in the possession of the Company prior to the occurrence of a chargeable event;
- a qualifying savings manager within the meaning of Section 848B of the Taxes Act in respect of shares, which are assets of the special savings incentive account within the meaning of Section 848C of the Taxes Act that has made a Relevant Declaration which is in the possession of the Company prior to the occurrence of a chargeable event;
- a person who is entitled to an exemption from income tax and capital gains tax under Section 787I of the Taxes Act where the shares held are assets of an approved Personal Retirement Savings Account (“PRSA”) and the PRSA administrator has made a declaration to the Company that has made a Relevant Declaration which is in the possession of the Company prior to the occurrence of a chargeable event; or
- a Qualifying Company that has made a declaration to that effect to the Company which is in the possession of the Company prior to the occurrence of a chargeable event

and has supplied details of its corporation tax reference number to the Company;

- the National Asset Management Agency which has made a declaration to that effect to the Company;
- an investment limited partnership within the meaning of section 739J of the Taxes Act that has made a Relevant Declaration which is in the possession of the Company prior to the occurrence of a chargeable event; or
- the National Treasury Management Agency or a fund investment vehicle (within the meaning of section 37 of the National Treasury Management Agency (Amendment) Act 2014) of which the Minister for Finance is the sole beneficial owner, or the State acting through the National Treasury Management Agency, and the National Treasury Management Agency has made a declaration to that effect to the Company.

“FATCA”	means the U.S. Foreign Account Tax Compliance Act;
“FCA”	means the Financial Conduct Authority of the UK;
“FCA Rules”	means the FCA’s handbook of rules, as amended, supplemented or replaced from time to time;
“Fund(s)”	means Impax Environmental Markets (Ireland) Fund, Impax Asian Environmental Markets (Ireland) Fund, Impax Food and Agriculture Fund and Impax Global Equity Opportunities Fund or any further fund or funds to be established by the Company;
“Initial Offer”	means the initial offer of Shares in a Fund as set out in the applicable Supplement;
“Intermediary”	means a person who (a) carries on a business which consists of, or includes, the receipt of payment from an investment undertaking on behalf of other persons, or (b) holds units in an investment undertaking on behalf of other persons;
“Investment Manager”	means Impax Asset Management Ltd or such other person or persons from time to time appointed by the Company as the Investment Manager of the Company in accordance with the requirements of the Central Bank and it also the entity that is promoting the Company for the purposes of the Central Bank UCITS Regulations;
“Investment Management Agreement”	means the agreement dated 3 December 2004 entered into between the Company and the Investment Manager;

“Ireland”	means the Republic of Ireland;
“Irish Resident”	means any person Resident or Ordinarily Resident in Ireland for tax purposes;
“Irish Stock Exchange”	means The Irish Stock Exchange plc;
“ISA”	means an Individual Savings Account constituted pursuant to the regulations set out in Statutory Instrument 1998/1870 of the UK, as amended;
“KIID”	means the Key Investor Information Document in respect of the Company;
“Minimum Holding”	means the minimum holding in respect of any Fund as provided for in the applicable Supplement;
“Minimum Subscription”	means the minimum subscription in respect of any Fund as provided for in the applicable Supplement;
“Money Market Instruments”	means instruments normally dealt in on the money market which: <ul style="list-style-type: none"> (i) are liquid, i.e. capable of being converted to cash within seven Business Days at a price closely approximating their current value; and (ii) have a value which can be accurately determined at any time;
“Net Asset Value”	means the net asset value of the Company or of a Fund or of a class of Shares of a Fund as more fully described in the section headed “Valuation” on page 16;
“OECD”	means the Organisation for Economic Co-operation and Development and any member thereof respectively;
“Official List”	means the official list of the Irish Stock Exchange;
“Ordinarily Resident in Ireland”	means for the present purposes: <ul style="list-style-type: none"> • in the case of an individual, an individual who is ordinarily resident in Ireland for tax purposes; and • in the case of a trust, a trust that is ordinarily resident in Ireland for tax purposes.

An individual will be regarded as ordinarily resident in Ireland for a particular tax year if he/she has been an Irish Resident for the previous three tax years. An individual will remain

ordinarily resident in Ireland until he/she has been non-Irish Resident for three consecutive tax years;

“Participating Share”

means a participating share in the capital of the Company of no par value, issued subject to, and in accordance with the Act, the UCITS Regulations and the Constitution of the Company;

“Participating Member States”

means any member state of the European Communities that adopts or has adopted the euro as its lawful currency in accordance with legislation of the European Community relating to Economic and Monetary Union;

“PEP”

means a Personal Equity Plan constituted pursuant to the regulations set out in Statutory Instrument 1989/469 of the UK, as amended;

“Performance Fee”

means any performance fee payable by a Fund to the Investment Manager as set out in the applicable Supplement;

“Qualifying Company”

means a qualifying company within the meaning of section 110 of the Taxes Act;

“Recognised Clearing System”

includes any of the following clearing systems;

- BNY Mellon Central Securities Depository SA/NV (BNY Mellon CSD);
- Central Moneymarkets Office;
- Clearstream Banking SA;
- Clearstream Banking AG;
- CREST;
- Depository Trust Company of New York;
- Deutsche Bank A.G., Depository and Clearing System;
- Euroclear;
- Hong Kong Securities Clearing Company Limited;
- Japan Securities Depository Centre (JASDEC);
- Monte Titoli SPA;
- Netherlands Centraal Instituut voor Giraal Effectenverkeer BV;
- National Securities Clearing System;
- Sicovam SA;
- SIS Sega Intersettle AG;
- The Canadian Depository for Securities Ltd;

- VPC AB (Sweden); and
- Any other system for clearing securities which is designated by order of the Revenue Commissioners of Ireland as a recognised clearing system;

“Redemption Date”

means the relevant Business Day on which the Shares in a Fund can be redeemed as set out in the applicable Supplement;

“Recognised Market”

means any regulated stock exchange or market which is provided for in the Articles of Association, details of which are set out in Appendix II to this Prospectus;

“Relevant Declaration”

means the declaration relevant to the Shareholder as set out in Schedule 2B of the Taxes Act;

“Relevant Period”

means, in relation to a Share in the Company, a period of eight years beginning with the acquisition of a Share by a Shareholder and each subsequent period of eight years beginning immediately after the end of the preceding Relevant Period for as long as the Shareholder holds that Share;

“Resident in Ireland”

means for the present purposes:

- in the case of an individual, an individual who is resident in Ireland for tax purposes;
- in the case of a trust, a trust that is resident in Ireland for tax purposes; and
- in the case of company, a company that is resident in Ireland for tax purposes.

An individual will be regarded as resident in Ireland for a particular tax year if the individual is present in Ireland for; (1) a period of at least 183 days in that tax year; or (2) for a period of at least 280 days in any two consecutive tax years, provided that the individual is resident in Ireland for at least 31 days in each tax year.

In determining the number of days present in Ireland, an individual is deemed to be present in Ireland if he/she is in the country at any time during the day.

A trust will generally be Resident in Ireland where all of the trustees are resident in Ireland for tax purposes.

A company will be Resident in Ireland if its central management and control is exercised in Ireland irrespective of where it is incorporated. For Ireland to be treated as the location for central management and control this typically

means that Ireland is the location where all fundamental policy decisions of the company are made.

A company which does not have its central management and control in Ireland but which is incorporated in Ireland is Resident in Ireland except where the company is regarded as resident in a territory other than Ireland and is not Resident in Ireland under a double taxation treaty between Ireland and another territory that is in effect.

It should be noted that the determination of a company who is resident for tax purposes can be complex in certain cases and declarants are referred to the specific legislative positions contained in Section 23A of the Taxes Consolidation Act, 1997;

“Share(s)”	means the Participating Shares of no par value in the capital of the Company;
“Shareholder”	means a holder of Shares in the Company;
“Subscriber Share”	means a subscriber share of €1.00 each in the capital of the Company;
“Subscription Date”	means the relevant Business Day on which Shares in a Fund can be purchased as set out in the applicable Supplement;
“Supplement”	means a supplement to this Prospectus containing information relating to a particular Fund;
“Taxes Act”	means the Taxes Consolidation Act 1997 of Ireland (as amended);
“Transferable Securities”	means shares in companies and other securities equivalent to shares in companies, bonds and other forms of securitised debt, and any other negotiable securities which carry the right to acquire any such transferable securities by subscription or exchange other than techniques and instruments utilised for efficient portfolio management;
“UCITS”	means an undertaking the sole object of which is the collective investment in either or both (i) Transferable Securities, (ii) other liquid financial assets of capital raised from the public, and which operates on the principle of risk-spreading, and the units/shares of which are at request of the holders repurchased or redeemed directly or indirectly out of those undertakings’ assets. Action taken by a UCITS to ensure that the stock exchange value of its units does not vary significantly from their net asset value shall be regarded as equivalent to such repurchase or redemption. Other liquid financial

assets include cash deposits, financial derivative instruments, other collective investment undertakings, index tracking funds and Money Market Instruments;

“UCITS Directive”

means Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities as amended by Directive 2014/911/EU of the European Parliament and of the Council of 23 July 2014 amending Directives 2009/65/EC on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities (UCITS) as regards depositary functions, remuneration policies and sanctions and as may be further amended from time to time;

“UCITS Regulations”

means the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011 as amended by the European Union (Undertakings for Collective Investment in Transferable Securities) (Amendment) Regulations 2016 and as supplemented, consolidated or re-enacted from time to time;

“United Kingdom” or “UK”

means the United Kingdom of Great Britain and Northern Ireland;

“UK Facilities Agent”

means Impax Asset Management Ltd or such other person or persons from time to time appointed by the Company to provide facilities to UK investors as required by the FCA;

“United States” or “US”

means the United States of America, as defined in Regulation S under the 1933 Act;

“US\$” or “US Dollars”

means US dollars, the lawful currency of the United States;

“Valuation Date”

means the relevant Business Day on which the Net Asset Value of a Fund is calculated as set out in the applicable Supplement. For the avoidance of doubt, there will be a valuation date in respect of each Subscription Date and Redemption Date; and

“Valuation Point”

means the relevant time in respect of each Valuation Date at which the Net Asset Value of a Fund is calculated as set out in the applicable Supplement.

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THE COMPANY

Introduction

The Company was incorporated on 15 November 2004 with registered number 393658 as an open-ended umbrella-type investment company with variable capital with segregated liability between sub-funds. It is authorised in Ireland by the Central Bank as a UCITS pursuant to the UCITS Regulations. The liability of the members is limited.

The Company is organised in the form of an umbrella fund with segregated liability between sub-funds. The Articles of Association provides that the Company may offer separate classes of Shares each representing interests in a Fund. Each Fund will have a distinct portfolio of investments, and more than one class of Shares may be issued in respect of any Fund upon prior notification to the Central Bank. The Company may from time to time create additional classes of Shares within a Fund in accordance with the requirements of the Central Bank. Separate books and records will be maintained for each Fund.

The Directors may, in their absolute discretion, differentiate between the rights attaching to the different classes of Shares within a particular Fund including, without limitation, the dividend policy, the level of management fees, the subscription charge and/or the redemption charge payable in respect of each class.

Details of any Fund or Funds created in the future shall be as set out in the applicable Supplement in accordance with the requirements of the Central Bank. The applicable Supplement shall form part of, and should be read in conjunction with, this Prospectus.

At the date hereof, the current Funds of the Company are Impax Environmental Markets (Ireland) Fund, Impax Asian Environmental Markets (Ireland) Fund, Impax Food and Agriculture Fund, Impax Global Equity Opportunities Fund and Impax Environmental Leaders (Ireland) Fund.

The Company is denominated in Sterling.

Investment Objectives, Policies and Restrictions

The assets of each Fund will be invested in accordance with the investment objectives and policies of that Fund as set out in the applicable Supplement. The Company and its Directors, in consultation with the Investment Manager, are responsible for the formulation of the investment policy of each Fund and any subsequent change to that policy. Each Fund is subject to the investment and borrowing restrictions contained in the UCITS Regulations and the Central Bank UCITS Regulations as set out in Appendix I. Additional restrictions (if any) relevant to each Fund will be as set out in the applicable Supplement.

The Company is authorised in Ireland by the Central Bank as a UCITS. Pursuant to the UCITS Regulations, a UCITS is permitted to invest in Transferable Securities, Collective Investment Schemes, Cash Deposits, Money Market Instruments and exchange traded and/or OTC derivatives. UCITS may also be established as index tracking funds in the case of funds wishing to replicate an index. Details of the types of investments in respect of each Fund will be set out in the applicable Supplement.

Any changes in the investment objective or policies of a Fund will only be made in exceptional circumstances and then only with the prior approval of the majority of the Shareholders of the Fund. In the event of a change of investment objective or policy of a Fund, a reasonable notification period shall be given to Shareholders to enable them, if they choose to do so, to redeem their Shares in the relevant Fund prior to the implementation of these changes.

Dividend Policy

Any dividend payment in respect of a Fund shall be made in accordance with the dividend policy of that Fund as set out in the applicable Supplement.

The Directors may elect to charge expenses out of the capital of the Fund, should they wish to generate distributable profits. Investors should note that by charging the expenses of the Fund to capital, the effect of this is that capital may be eroded and income will be achieved by foregoing the potential for future capital growth.

Remuneration Policy

A remuneration policy (the "Remuneration Policy") has been put in place by the Company which complies with the UCITS Regulations and the ESMA Guidelines on sound remuneration policies under the UCITS Directive and AIFMD (the "Guidelines"). Each of the Directors will be subject to the Remuneration Policy.

The key tenets of the Remuneration Policy are that:

- any Director who is also a director or employee of the Investment Manager or affiliate will not be remunerated for their services to the Company;
- the independent Directors' remuneration is outlined in the agreements entered into by the Company when they are appointed and is a fixed amount per annum, taking into account market rates and the level of risk and complexity of the Company and is not dependent on the performance of the Funds; and,
- none of the Directors receive any benefits from the Company.

The level of remuneration for all Directors will be determined by the Directors and will be reviewed annually.

The Directors believe that the Remuneration Policy is in line with the strategy, objectives, values and interests of the Company, the Funds and the Shareholders and includes measures to avoid conflicts of interest. In particular, the Remuneration Policy provides that the remuneration of the Directors should not contain any variable or performance-related element and accordingly it promotes sound and effective risk management and does not encourage risk-taking which is inconsistent with the risk profiles of each of the Funds, this Prospectus or the Constitution.

Furthermore, the Investment Manager is subject to regulatory requirements on remuneration that are equally as effective as those applicable under the Guidelines.

General Risk Factors

Investors' attention is drawn to the following general risk factors which may relate to an investment in any Fund. In addition to the risks set out below, any risks specific to a particular Fund will be as set out in the applicable Supplement.

Investment Objective

There is no guarantee that the investment objective as set out in the Supplement of a particular Fund will be achieved.

Market fluctuations

Potential investors should note that the investments of each Fund are subject to market fluctuations and that there can be no assurance that any appreciation in value will occur. The value of investments and the income from them, and therefore the value of, and income from the Shares, can go down as well as up and an investor may not get back the amount invested.

Currency risk

Changes in exchange rates between currencies may also cause the value of the investments to diminish or increase. As subscription monies and redemption monies may be paid in a currency other than the base currency of a Fund, investors should be aware that there is an exchange rate risk if such other currencies depreciate against the base currency and consequently they may not realise the full amount of their investment in a Fund.

Cross liability between funds

The Company is established as a segregated portfolio company. As a matter of Irish law, the assets of one Fund will not be available to satisfy the liabilities of another. However, the Company is a single legal entity which may operate or have assets held on its behalf or be subject to claims in other jurisdictions which may not necessarily recognise such segregation. There is no guarantee that the courts of any jurisdiction outside Ireland will respect the limitations on liability associated with segregated portfolio companies nor is there any guarantee that the creditors of one Fund will not seek to enforce such Fund's obligations against another Fund.

Expenses Charged to Capital

Shareholders should note that all or part of expenses may be charged to the capital of a Fund in order to enhance distribution levels. This will have the effect of lowering the capital value of an investment in a Fund.

Substantial repurchases

Substantial repurchases by Shareholders may necessitate liquidation of investments. It is possible that losses may be incurred due to such liquidations that might otherwise not have arisen.

Taxation

Any change in the Company's tax status or in legislation could affect the value of investments held by the Company and affect the Company's ability to provide a return to investors. Potential investors and Shareholders should note that the statements on taxation, which are set out herein and in each Supplement, are based on advice which has been received by the Directors regarding the law and practice in force in the relevant jurisdiction as at the date of this Prospectus and each Supplement. As is the case with any investment, there can be no guarantee that a tax position or proposed tax position prevailing at the time an investment is made in the Company will endure indefinitely. The attention of potential investors is drawn to the tax risks associated with investing in the Company, particularly the section headed "Taxation" starting on page 23.

Temporary suspension

Investors are reminded that in certain circumstances their right to redeem or convert Shares may be temporarily suspended.

Dependence on the principals of the Investment Manager

The principals of the Investment Manager have authority to control the investment management of the Company. If, for any reason, the Investment Manager were to lose the services of these individuals, the Company might be adversely affected.

Performance fee

Any Performance Fee paid to the Investment Manager may create an incentive for the Investment Manager to cause a Fund to make investments that are riskier or more speculative than would be the case if there was no Performance Fee in place.

Any Performance Fee payable by the Company will be based on net realised and net unrealised gains and losses as at the end of each performance period. As a result the Performance Fee will be paid in respect of unrealised gains which may subsequently never be realised.

Political and /or regulatory risks

The value of a Fund's assets may be affected by uncertainties such as international political developments, changes in government policies, changes in taxation, restrictions in foreign investment and currency repatriation, currency fluctuations and other developments in the laws and regulations of countries in which investments may be made.

Controlling Shareholder

There is no restriction on the percentage of the Company's Shares that may be owned by one person or a number of connected persons. It is possible, therefore, that one person, including a person or entity related to the Investment Manager, may obtain control of the Company or of a Fund.

Counterparty and Broker Credit Risk

The Company will be exposed to the credit risk of the counterparties or the brokers and dealers and exchanges through which, it deals, whether it engages in exchange-traded or off-exchange transactions. A Fund may be subject to risk of loss of its assets held by a broker in the event of the broker's bankruptcy, the bankruptcy of any clearing broker through which the broker executes and clears transactions on behalf of the Company, or the bankruptcy of an exchange clearing house.

Depository Risk

In the event of the Depository (or any sub-custodian) being insolvent, wound up, put into receivership, administration, examination or any other analogous event occurring, there may be delays in having any assets held in custody by such entity returned to a Fund, or there may be a risk that such event would give rise to a non-return of assets to a Fund (in each case, which could consequently result in losses or damage to shareholders of a Fund).

Liquidity Risk

Investors should be aware that there are no guarantees concerning liquidity of investors in a Fund. They should be aware that there may be delays to the sale of investments, particularly at times of market stress.

Cybersecurity Risk

Cybersecurity breaches may occur allowing an unauthorised party to gain access to assets of the Funds, Shareholder data, or proprietary information, or may cause the Company, the Investment Manager, the Administrator or the Depository to suffer data corruption or lose operational functionality.

The Funds may be affected by intentional cybersecurity breaches which include unauthorised access to systems, networks, or devices (such as through "hacking" activity); infection from computer viruses or other malicious software code; and attacks that shut down, disable, slow, or otherwise disrupt operations, business processes, or website access or functionality. In addition, unintentional incidents can occur, such as the inadvertent release of confidential information (possibly resulting in the violation of applicable privacy laws). A cybersecurity breach could result in the loss or theft of Shareholder data or funds, the inability to access electronic systems, loss or theft of proprietary information or corporate data, physical damage to a computer or network system, or costs associated with system repairs. Such incidents could cause the Company, the Investment Manager, the Administrator, the Depository, or other service providers to incur regulatory penalties, reputational damage, additional compliance costs, or financial loss. Consequently, Shareholders may lose some or all of their invested capital. In addition, such incidents could affect issuers in which a Fund invests, and thereby cause a Fund's investments to lose value, as a result of which investors, including the relevant Fund and its Shareholders, could potentially lose all or a portion of their investment with that issuer.

Changes in the UK Political Environment

Following the results of the UK Referendum the financial markets, including currency exchange rates, have experienced volatility and disruption. It is not possible to predict whether such volatility and disruption will continue. Investors should be aware that the result of the 23 June 2016 Referendum and any subsequent negotiations, notifications, withdrawal and changes to legislation may introduce potentially significant new uncertainties and instabilities in the financial markets. These uncertainties and instabilities could have an adverse impact on the business, financial condition, results of operations and prospects of the Company and certain of its service providers and counterparties, and could therefore also be detrimental to Shareholders.

MANAGEMENT AND ADMINISTRATION

The Directors of the Company

The Directors of the Company are responsible, *inter alia*, for establishing the investment objectives and policies of the Company and each Fund, for monitoring the Company's performance and for the overall management and control of the Company.

The following are the Directors of the Company:

Padraic O'Connor (Chairman and Resident in Ireland) is currently Chairman of the Irish Stock Exchange and a director of Beazley plc, Rabobank Ireland plc and a number of other companies. Until 1999 he was Managing Director of NCB Group which he joined in 1987 as Chief Economist. Prior to joining NCB he was Markets Strategist with IBI Treasury. He worked in various economist roles with the Central Bank of Ireland between 1975 and 1987. While with NCB, he was a member of the Executive Committee of Financial Services Industry Association and of the Board of the Irish Stock Exchange.

David Kempton is an engineer by profession and has held a number of quoted and private company directorships whilst running a portfolio of quoted and private investments. In 1990, as a sole proprietor, he established Kempton Holdings, a private investment company. In 1990 he established Endoscopy Services Ltd, a company specialising in endoscopy, fibreoptics and micro lens technology; this company was sold to GE in 1998. Between 1992 to 1994 Mr Kempton served as a Director of an NHS Trust. Currently in addition to Kempton Holdings, Mr Kempton is Chairman of EGS Energy and Hawksmoor Investment Management. He is also a Non-Executive Director of Forrest Recruitment, Neptune-Calculus VCT and Impax Funds (Ireland) plc.

Mike Kirby (Resident in Ireland) is Managing Principal at KB Associates a firm which provides a range of advisory and project management services to the promoters of offshore mutual funds. He has previously held senior positions at Bank of New York (previously RBS Trust Bank) (1995-2000) where he was responsible for the establishment and ongoing management of its Dublin operations. He has also held senior positions in the custody and fund administration businesses of JP Morgan in London and Daiwa Securities in Dublin. Mr. Kirby holds a Bachelor of Commerce (Honours) Degree from University College Dublin and is a Fellow of the Institute of Chartered Accountants in Ireland. He is a founder member of the Irish Funds Industry Association.

Louis FitzGerald (Resident in Ireland) is a Chartered Accountant with a broad range of commercial experience. In 1997 he co-founded Airtricity Holdings Limited ("Airtricity") and was Chief Financial Officer up to 2003 and corporate development Director until he retired in 2008. He also was Chairman of the Investment and Risk Management committees at Airtricity. He is currently Chairman of the Advisory Board of the Community Foundation of Ireland and is Ambassador/Trustee of the Renewable World Foundation.

Zack Wilson (Resident in the UK) serves as Group General Counsel for Impax Asset Management Group plc and is also Company Secretary. Prior to joining Impax in February 2011, Mr Wilson was Director & General Counsel for the investment management and corporate finance advisory group Development Capital Management from August 2006 to February 2011. Previously between February 2001 and July 2006 he was Corporate Counsel for Telewest Global Inc (renamed Virgin Media Inc), where he played a leading role in managing the successful execution of high profile transactions including the Group's \$10bn financial restructuring. Mr Wilson qualified as a solicitor in England and Wales in 2000 at the global law firm Norton Rose, specialising in Corporate Finance. He holds a Master of Arts in Jurisprudence from Oxford University.

All of the Directors are non-executive directors and their address, for the purpose of the Company, is the registered office of the Company.

The Investment Manager

The Company has appointed Impax Asset Management Limited as investment manager pursuant to the

Investment Management Agreement.

The Investment Manager was incorporated in the UK on 16 June 1998. The authorised share capital of the Investment Manager is £10,000 (ordinary shares only) and total shareholder funds are in excess of £9,000,000. It is engaged in the business of, *inter alia*, providing investment management and advisory services to and in respect of collective investment undertakings, investment companies, limited partnerships and other investment facilities. The Investment Manager currently manages or advises funds totalling in excess of £2.5 billion.

The Investment Manager is a wholly-owned subsidiary of Impax Asset Management Group plc. Impax Asset Management Group plc is a public limited company incorporated on 11 October 1996. The shares of Impax Asset Management Group plc are quoted on the Alternative Investment Market of the London Stock Exchange.

UK Facilities Agent

The Investment Manager will also act as the UK Facilities Agent of the Company and will provide general facilities to UK investors as required by Rule 9.4.1R of the FCA's Collective Investment Schemes Sourcebook. These include facilities for inspection and the obtaining, free of charge, of the documents referred to in "Inspection of Documents" on page 39 and where details can be obtained on the price, redemption and payment of Shares. UK investors may also lodge any complaint relating to the operation of the Company with the UK Facilities Agent.

The Administrator

The Company has appointed the Administrator to act as its administrator pursuant to the terms of an administration agreement between the Company and the Administrator (the "Administration Agreement"). The Administrator is a private limited liability company incorporated in Ireland on 6 August 2010 under registration number 487406, and has its registered office at Trinity Point, 10-11 Leinster Street South, Dublin 2, Ireland.

The Administrator is authorised by the Central Bank of Ireland (the "Central Bank") to provide fund administration services to collective investment schemes. Its services include the calculation of the net asset value, calculation of management and performance fees, establishing and maintaining a register of investors, carrying out the issue and redemption of Shares and, if applicable: preparation of the Company's financial statements, and acting as registrar of the Company.

The Administrator is not involved directly or indirectly with the business affairs, organisation, sponsorship or management of the Company and is responsible and liable only for the administration services that it provides to the Company pursuant to the Administration Agreement. The Administrator will not participate in any Company's investment decision-making process.

The Administrator is a service provider to the Company and is not responsible for the preparation of this document or the activities of the Company and therefore accepts no responsibility for any information contained in this document other than the description

The Depositary

The Company appointed BNP Paribas Securities Services, Dublin Branch as Depositary of all of its assets pursuant to a Depositary Agreement (summarised under the heading "Material Contracts" below).

The Depositary is a branch of BNP Paribas Securities Services SCA, a company incorporated in France as a Partnership Limited by Shares and is authorised by the ACP (Autorité de Contrôle Prudentiel) and supervised by the AMF (Autorité des Marchés Financiers), whose head office is at 3 rue d'Antin, 75002 Paris, France. The Depositary has its principal place of business at Trinity Point, 10-11 Leinster Street South, Dublin 2, Ireland and is authorised and regulated by the Central Bank of Ireland.

Depositary's Duties

The Depositary has been entrusted with following main duties:

- oversight of the Company including the valuation policies and procedures;
- oversight of the subscriptions and redemptions procedures;
- monitoring of each Fund's cash;
- safe-keeping of each Fund's assets; and
- oversight of certain transactions and operations relating to each of the Funds.

The main duties referred to in the foregoing paragraph as well as any additional duties which the Depositary has been entrusted with, are more fully described in the Depositary Agreement, a copy of which is available at the registered office of the Company.

The Depositary may not retire or be removed from office until a new depositary approved by the Central Bank is appointed as a replacement. If no depositary has been appointed within a period of three months from the date on which the Depositary notifies the Company of its intention to retire or from the date on which the Company notifies the Depositary of its desire to terminate its appointment, then (i) a general meeting will be convened at which an ordinary resolution, or such a resolution passed by such majority as specified in the Constitutive Documents, to wind up or otherwise dissolve the Company is proposed; and (ii) the appointment of the Depositary may be terminated only upon the revocation of the Company's authorisation by the Central Bank.

The Depositary is liable for any loss suffered by the Company in respect of its Funds or the Shareholders as a result of the Depositary's negligent or intentional failure to properly fulfil its obligations under the Regulations. In the event of the loss of a financial instrument held in custody, the Depositary must return a financial instrument of identical type or the corresponding amount to the Company. Notwithstanding the foregoing, in the case of such a loss, the Depositary will not be liable if it can prove that such loss has arisen as result of an external event beyond the reasonable control of the Depositary, the consequences of which are unavoidable despite all reasonable efforts to the contrary.

Delegation

Subject to certain conditions, the Depositary may delegate its duty to safe-keep financial instruments and its duty to verify the ownership of, and the maintenance of a record of, other assets to third parties in accordance with the Regulations. Notwithstanding the foregoing, the Depositary will not delegate its oversight and cash monitoring duties to any third party. The Depositary's liability for the loss of a financial instrument shall not be affected by any delegation of its safekeeping duties. The Depositary will exercise all due skill, care and diligence in the selection and the appointment of its delegates and will continue to exercise all due skill, care and diligence in the periodic review and ongoing monitoring of any delegate and of the arrangements of the delegate in respect of the matters delegated. Conflicts of interest may arise in the Depositary's performance of its duties in circumstances where, including without limitation, the Company maintains other business relationships with the Depositary or any of the Depositary's affiliates, where the Company's assets may include an investment or property held by the Depositary or managed by an affiliate of the Depositary, where the Depositary or an affiliate may have a holding in financial instruments purchased or sold by the Depositary on behalf of the Company or where the Depositary may have a relationship with another party that may conflict with the Depositary's duties to the Company and Company's interests.

To enable the Company to meet their investment objectives, the Depositary may appoint certain entities as its delegates for the purposes of providing sub-custodial functions in countries where the Depositary does not have a direct local presence. Conflicts of interest may arise in circumstances where, including without limitation, the Management Company or the Company maintains other business relationships with any of the Depositary's delegates or the delegate's sub-delegates, where the Company's assets may include an investment or property held by the delegate or sub-delegate or managed by the delegate or sub-delegate, where the delegate or its sub-delegate has a holding in financial instruments purchased or sold by the delegate or sub-delegate on behalf of the Company, where a delegate or sub-delegate may have a relationship with another party that may conflict with the delegate's or sub-delegate's duties to the Company and the Company's interests. The list of delegates appointed by the Depositary and sub-delegates appointed by the delegate, as of the date of the prospectus, are set forth in Appendix III attached to the prospectus. Up-to-date information regarding the delegates that have been appointed by the Depositary and any sub-delegates that have been appointed by the Depositary's delegate will be made available to investors on request.

Conflicts of Interest

Due to the operations which are or may be undertaken by the Investment Manager, the Administrator, the Depositary and the Directors and their respective holding companies, subsidiaries and affiliates (each an “interested party”), conflicts of interest may arise.

The Investment Manager, the Administrator, the Depositary and the Directors may provide similar services to others provided that the services they provide to the Company are not impaired thereby. An interested party may acquire or dispose of any investment notwithstanding that the same or similar investments may be owned by or for the account of or otherwise connected with the Company. Furthermore, an interested party may acquire, hold or dispose of investments notwithstanding that such investments had been acquired or disposed of by or on behalf of the Company by virtue of a transaction effected by the Company in which the interested party was concerned provided that the acquisition or disposal by an interested party of such investments is effected on normal commercial terms as if negotiated on an arm’s length basis and the investments held by the Company are acquired in the best interests of the Shareholders.

Dealings will be deemed to have been effected on normal commercial terms negotiated at arm’s length if:

- (1) a certified valuation of a transaction by a person approved by the Depositary as independent and competent is obtained; or
- (2) the transaction is executed on best terms on an organised investment exchange in accordance with the rules of such exchange; or
- (3) where (1) and (2) are not practical, the transaction is executed on terms which the Depositary is, or the Directors in the case of a transaction involving the Depositary are, satisfied are normal commercial terms negotiated at arm’s length and are in the best interests of Shareholders.

The Depositary (or in the case of a transaction involving the Depositary, by the Directors) shall document how it complies with paragraphs (1), (2) and (3) above. Where transactions are conducted in accordance with paragraph (3) above, the Depositary (or in the case of a transaction involving the Depositary, by the Directors) shall document its rationale for being satisfied that the transaction conforms with the requirements set out at paragraph (3) above.

The Investment Manager and/or its affiliates may invest, directly or indirectly, or manage or advise other investment funds or accounts which invest in assets that may also be purchased or sold by the Company. Neither the Investment Manager nor any of its affiliates is under any obligation to offer investment opportunities of which any of them becomes aware to the Company or to account to the Company in respect of (or share with the Company or inform the Company of) any such transaction or any benefit received by any of them from any such transaction.

In the event that a conflict of interest does arise, the Directors will endeavour to ensure that any such conflict is resolved fairly and in the best interests of the Shareholders.

In rendering services to any accounts other than that of the Company which it may have at present or in the future, the Investment Manager is obliged to follow FCA rules as to the fair allocation of investments across the various accounts.

In circumstances where the Investment Manager is the “competent person” for valuing assets, appointed by the Directors and approved for the purpose by the Depositary (as provided for at (4)(b), (d) and (e) under “Valuation Principles” at the section entitled “VALUATION” below), Shareholders are reminded that the Investment Manager’s fee will increase as the value for a Fund increases. Valuations provided by any “competent person” must always, however, be estimated with good care and in good faith.

Commission Sharing Arrangements

The Investment Manager executes transactions on behalf of its clients with a number of selected brokers. In the normal course of business, the Investment Manager has entered or may enter into

arrangements (“**Commission Sharing Arrangements**”) whereby the broker agrees to set aside a proportion of the commission earned on transactions and to use this to discharge the cost of the provision of investment research received by the Investment Manager. The services received under such arrangements are directly relevant to and assist in the cost effective provision of management services generally by the Investment Manager to its clients and are consistent with practices in the markets in which the Investment Manager does business. The brokers have agreed to provide best execution. In accordance with FCA rules, the Investment Manager will not enter into such Commission Sharing Arrangements unless the types of goods and services provided to it are related to the provision of research, and do not constitute goods or services which the FCA has specified do not satisfy the requirements of the rules in respect of such arrangements and will reasonably assist the Investment Manager in the provision of its services to clients on whose behalf orders are being executed. Research payments are only made where in accordance with Manager’s duty to act in the best interests of its customers, and are only made to research entities that provide valuable research.

The amounts collected under Commission Sharing Arrangements, combined with pre-determined research budgets, provides full transparency. The distributions are as directed by the Investment Manager to the providers of research in line with the above considerations and overriding obligation to obtain the best possible order execution result for the Investment Manager’s clients.

The Investment Manager receives research from selected research providers which it considers can add value to its investment process. In assessing the value added from investment research the Investment Manager takes into account: (i) the extent to which the research provider provides research on stocks which fit into its investment themes (breadth of coverage); (ii) the depth and rigour of the research provided; (iii) the extent to which the research provided is aligned with the Investment Manager’s own way of analysing long-term investment opportunities; and (iv) the level of engagement with the authors of the research.

Cash Commission/ Rebates and Fee Sharing

Where the Investment Manager, or any of its delegates, successfully negotiates the recapture of a portion of the commissions charged by brokers or dealers in connection with the purchase and/or sale of securities or FDI for a Fund, the rebated commission shall be paid to the relevant Fund. The Investment Manager or its delegates may be paid/reimbursed out of the assets of the relevant Fund for reasonable properly vouched costs and expenses directly incurred by the Investment Manager or its delegates in this regard.

SUBSCRIPTIONS, TRANSFERS AND REDEMPTIONS

Subscriptions

The Directors shall, before the Initial Offer of Shares in any Fund, determine the terms on which such Shares will be issued, details of which will be as set out in the applicable Supplement.

After the relevant Closing Date for each Fund, the Company may offer Shares in each Fund on each Subscription Date at an issue price equal to the Net Asset Value per Share of the relevant Fund on each Valuation Date. During the period of continuous net subscriptions, a charge of up to one per cent. of the Net Asset Value per Share may be added, at the discretion of the Directors, to the purchase price per Share, to cover the charges, duties and other costs involved in purchasing investments in the underlying investments of the relevant Fund. The charge is intended to protect existing and continuing Shareholders against the dilution of the value of their investment on account of these charges and to preserve the value of the underlying assets of the relevant Fund.

Where the amount subscribed for Shares is not equivalent to an exact number of Shares, fractions of Shares may be issued and will be rounded to the third decimal place.

The UK Facilities Agent may, if required, receive applications for Shares. Any applications for Shares received by the UK Facilities Agent will be passed, as soon as possible, to the Administrator.

The procedure for subscribing for Shares, the Minimum Subscription amount applicable and details of any subscription charges for each Fund will be as set out in the applicable Supplement.

Before subscribing for Shares, an applicant who is not an Irish Resident or is an Exempt Irish Resident will be required to complete a declaration in a form prescribed by the Revenue Commissioners of Ireland. Such declaration will be included in the application form, which is available from the Administrator or from the UK Facilities Agent.

Each Shareholder must notify the Administrator in writing of any change in the information contained in the application form and furnish the Administrator with whatever additional documents relating to such change as it may request.

As part of the Company's responsibility for the prevention of money laundering and terrorist financing, the Administrator will require a detailed verification of the applicant's identity and the source of the payment. Depending on the circumstances of each application, a detailed verification might not be required where the applicant is a regulated financial institution in a country with equivalent Anti-Money Laundering and Counter Terrorist Financing rules to those in place in Ireland, or is a company listed on a recognised stock exchange.

The Company and Administrator may carry out electronic searches of publically available or paid information with regard to Anti-Money Laundering and Client Identification requirements and may retain records on file from such electronic searches.

Each applicant for Shares acknowledges that the Administrator shall be held harmless against any loss arising as a result of a failure to process its application for Shares if such information and documentation as has been requested by the Administrator has not been provided by the applicant.

The Administrator and the Company each reserve the right to request such information as is necessary to verify the identity of an applicant and the source of the payment. In the event of delay or failure by the applicant to produce any information required for verification purposes, the Administrator may refuse to accept the application and the subscription monies relating thereto.

Measures aimed at the prevention of money laundering may require an applicant for Shares to verify its identity and/or the source of funds to the Administrator. Depending on the circumstances of each application, verification of the source of funds may not be required where the application is made through a recognized intermediary. This exception will only apply if the financial institution or

intermediary referred to above is within a country recognized by Ireland as having equivalent anti-money laundering regulations.

By way of example an individual will be required to produce a copy of a passport or identification card or photo licence with photo duly certified by a public authority such as a notary public, the police or the ambassador in his country of residence, together with two documents showing evidence of his address such as a utility bill, bank statement, social security documents, household/motor insurance certificates or a mobile phone bill. In the case of corporate applicants this may require production of a certified copy of the Certificate of Incorporation (and any change of name) and of the Memorandum and Articles of Association (or equivalent), and of the names, occupations, dates of birth, residential and business addresses, a certified copy of a passport and utility bill of all directors and beneficial owners.

The details given above are by way of example only and the Administrator will request such information and documentation as it considers is necessary to verify the identity or source of funds of an applicant. In the event of delay or failure by the applicant to produce any information required for verification purposes, the Administrator may refuse to accept the application and the subscription monies relating thereto, in which case the subscription monies will be returned without interest to the account from which the monies were originally debited, or may refuse to process a redemption request until proper information has been provided.

In the event of delay or failure by an investor or applicant to produce any information required for verification purposes, the Administrator or the Company may refuse to accept the application and subscription monies. Each applicant for Shares acknowledges that the Company and its delegates shall be held harmless against any loss arising as a result of a failure to process or a delay in processing his application for Shares or redemption request if such information and documentation as has been requested by the Company or its delegates has not been provided by the applicant. Furthermore, the Company or the Administrator also reserve the right to refuse to make any payment or distribution to a Shareholder where it is considered necessary or appropriate to ensure the compliance by the Company, its Directors or the Administrator with any such laws or regulations in any relevant jurisdiction.

Each applicant for Shares will be required to make such representations as may be required by the Directors in connection with anti-money laundering programmes, including, without limitation, representations that such applicant is not a prohibited country, territory, individual or entity listed on the United States Department of Treasury's Office of Foreign Assets Control ("OFAC") website and the consolidated list of persons, groups and entities subject to EU financial sanctions, and that it is not directly or indirectly affiliated with any country, territory, individual or entity named on an OFAC list or prohibited by any OFAC or EU sanctions programmes. Each applicant will also be required to represent that subscription monies are not directly or indirectly derived from activities that may contravene international and/or European Union laws and regulations, including anti-money laundering laws and regulations.

Shares will be issued upon the fulfilment of the conditions for acceptable subscriptions to the satisfaction of the Administrator. Failure by the Company to receive cleared funds may result in the cancellation of the relevant Shares.

Investors will be required to agree to indemnify and hold harmless the Company, the Directors, the Investment Manager, the Administrator and the Depositary for any losses, costs or expenses incurred by them as a result of the failure or default of the investor to transmit subscription monies in immediately available funds to the account of the Company within the time specified in the applicable Supplement.

In addition, the Directors may refuse to process a redemption request until proper information has been provided including any relevant money laundering documentation.

Shares will be issued in registered form. A contract note, which will constitute a written confirmation of ownership of the Shares to which it relates, will be sent to each successful applicant within two Business Days of the Subscription Date on which the application is being processed. The contract note will detail the number of Shares to which it relates, the class of Shares to which it relates, the Fund to which it relates and the price at which the Shares have been issued. Share certificates will not be issued. Shareholders will not be entered onto the register of Shareholders if they subscribe for less than the Minimum Subscription (or such other amount as the Directors have in their absolute discretion

determined).

The Directors may, in their absolute discretion, accept payment for Shares by a transfer *in specie* of assets, the nature of which shall be within the investment policy and restrictions of the relevant Fund and the value of which (including the Net Asset Value per Share, thereof) shall be determined by the Administrator, having consulted with the Investment Manager and the Depositary, in accordance with the valuation principles governing the Company and applicable law. The Directors and the Depositary will also ensure that the number of Shares issued in respect of any such *in specie* transfer will be the same amount which would have fallen to be allotted for settlement in cash. Any prospective investor wishing to subscribe for Shares by a transfer *in specie* of assets will be required to comply with any administrative and other arrangements (including any warranties to the Company in relation to the title of such assets being passed to the Depositary, if applicable) for the transfer specified by the Depositary and the Administrator. In addition, the Directors must ensure that any assets transferred will be vested with the Depositary on behalf of the Company. The Directors and the Depositary must be satisfied that any such *in specie* transfer will not result in any material prejudice to existing Shareholders. Where it is intended that Shares of a Fund will be admitted to the Official List and trading on the Main Securities Market of the Irish Stock Exchange, details of the identity of any assets to be transferred *in specie*, if known at the time of listing, will be set out in the applicable Supplement.

The Directors may, in their absolute discretion, reject any application for Shares in full or in part. Amounts paid to the Company in respect of subscription applications which are rejected (or, in the case of applications which are not accepted in full, the balance of the amount paid) will be returned to the applicant at his/her own risk and expense without interest.

Staggered Listings of Share Classes

The launch and listing of various classes of Shares within a Fund may occur at different times and, therefore, at the time of the launch of given classes of Shares, the pool of assets to which a given class of Shares relates may have commenced trading. Where relevant, further information in this regard will be available in the interim and annual reports of the Fund which are sent to Shareholders and which will be made available to potential investors upon request.

Transfers

A Shareholder may transfer all or any of his Shares by an instrument in writing in the usual or common form or in any other form as the Directors may approve. The transferor shall be deemed to remain the holder of any Shares that it proposes to transfer until the name of the transferee is entered in the Company's register of members in respect of those Shares. In respect of the Shares, each transferee will be required to provide the same information, representations and warranties to the Company and the Administrator as are required from any applicant for Shares.

The Company and the Administrator will be required to account for tax on the value of the Shares transferred at the applicable rate unless it has received from the transferor a declaration in the prescribed form confirming that the Shareholder transferring its Shares is not an Irish Resident or is an Exempt Irish Resident. The Company and the Administrator reserve the right to redeem such number of Shares held by a transferor as may be necessary to discharge the tax liability arising. The Company and the Administrator reserve the right to refuse to register a transfer of Shares until it receives a declaration as to the transferee's status and residency in the form prescribed by the Revenue Commissioners of Ireland.

Redemptions

After the relevant Closing Date for each Fund, the Company may accept requests for redemptions on each Redemption Date at a price equal to the Net Asset Value per Share of the relevant Fund on such Redemption Date. During any period of continuous net redemptions, the redemption price per Share may be reduced, at the discretion of the Directors, by a charge of up to one per cent. of the Net Asset Value per Share in respect of each Fund to cover the charges, duties and other costs involved in redeeming investments in the underlying property of the relevant Fund. The charge is intended to protect existing and continuing Shareholders against the dilution of the value of their investment on account of these charges and to preserve the value of the underlying assets of the relevant Fund.

The UK Facilities Agent may, if required, receive requests for the redemption of Shares and payment of redemption proceeds.

The procedure for redeeming Shares and details of any redemption charges will be as set out in the applicable Supplement.

Requests for the redemption of Shares should be sent directly to the Administrator. Redemption requests may be sent by post or facsimile or other electronic means as provided by the Administrator. The Directors may refuse to process a redemption request until proper information has been provided.

The Company and the Administrator will be required to withhold tax on redemption monies at the applicable rate unless it has received from the Shareholder a declaration as to status and residency in the form prescribed by the Revenue Commissioners of Ireland confirming that the Shareholder is not an Irish Resident or is an Exempt Irish Resident in respect of whom it is not necessary to deduct tax.

The Directors have the power to pay redemption proceeds *in specie*, provided that the Directors and the Depositary are satisfied that the terms of any exchange shall not be such as are likely to result in any material prejudice to any remaining Shareholders. Subject to the agreement of the relevant Shareholder, any such *in specie* distribution must be made on such terms and conditions as the Directors may specify, to such Shareholder of assets equalling the aggregate redemption price (or together with any such cash payment when aggregated with the value of the assets being distributed are equal to such redemption price). Where redemption of Shares is to be satisfied by an *in specie* distribution of assets held by the Company, the Depositary shall transfer such assets as the Directors shall direct to the Shareholder as soon as practicable after the relevant Redemption Date. All costs and risks of such distribution shall be borne by such Shareholders. Shares redeemed shall be deemed to cease to be in issue at the close of business on the relevant Redemption Date in respect of the redemption and such redeemed Shares shall be cancelled.

The Administrator will not remit redemption proceeds if an investor has not submitted an original signed redemption request containing valid bank details or is not considered to be compliant with all the necessary anti-money laundering legislation and regulations. Nor will the Administrator remit any payment to a third party bank account.

Conversion of Shares

A Shareholder may convert Shares of one Fund into Shares of another Fund on giving notice to the Administrator no later than 5.00 pm (Dublin time) on the relevant Redemption Date in such form as the Administrator may require. The conversion is effected by arranging for the redemption of Shares of one Fund, converting the redemption proceeds into the currency of another Fund, and subscribing for the Shares of the other Fund with the proceeds of the currency conversion. No conversion fee will be levied. During the period between the determination of the Net Asset Value applicable to the Shares being redeemed and the subscription for Shares, the Shareholder will not be the owner of, or be eligible to receive dividends with respect to, either the Shares which have been redeemed or the Shares being acquired.

Conversion will take place in accordance with the following formula:

$$\text{NSH} = \frac{\text{OSH} \times \text{RP}}{\text{SP}}$$

where:-

NSH = the number of Shares which will be issued in the new Fund;

OSH = the number of the Shares to be converted;

RP = the Net Asset Value of the Shares to be converted after deducting the redemption fee, if any; and

SP = the issue price of Shares in the new Fund on that Business Day after deducting the subscription fee, if any.

If NSH is not a whole number of Shares the Administrator reserves the right to issue fractional Shares in the new Fund or to return the surplus arising to the Shareholder seeking to convert the Shares.

A Shareholder is not required to submit a new application form for the purchase of Shares in connection with a conversion.

Deferral of Redemptions

The Directors may, in their absolute discretion, limit the number of Shares that can be redeemed on any one Redemption Date to ten per cent. of the Net Asset Value of the applicable Fund. In this event, the limitation will apply pro rata so that all Shareholders wishing to have their Shares redeemed on that Redemption Date redeem the same proportion of such Shares, and Shares not redeemed will be carried forward for redemption on the next Redemption Date and all following Redemption Dates (in relation to which the Company will carry out the same procedure as described herein). The Company shall treat the redemption requests as if they were received on each subsequent Redemption Date until all of the Shares to which the original request relates have been redeemed and the original request has been satisfied in full. If requests for redemption are so carried forward, the Administrator will inform the Shareholders affected. Redemption requests carried forward will be treated pro rata with redemption requests received in respect of subsequent Redemption Dates.

Compulsory Redemptions

The Directors may with the prior approval of the Administrator, compulsorily redeem or transfer any holding of Shares if it comes to their attention that those Shares are being held directly or beneficially by any person who is not entitled to apply for Shares as described more fully in the section headed "Investor Restrictions" below. The Directors also reserve the right to the compulsory redemption of all Shares held by a Shareholder if the aggregate Net Asset Value of the Shares held by the Shareholder is less than the Minimum Holding specified in the applicable Supplement. Prior to any compulsory redemption of Shares, the Administrator will notify the Shareholders in writing and allow such Shareholder thirty days to purchase additional Shares to meet this minimum holding requirement.

All Dealing Requests

All dealing requests (be they subscriptions, redemptions etc.) must initially be sent in by fax or a scanned copy sent by e-mail to the specific valid e-mail address with the original signed documentation to follow in a timely manner by mail. Applicants who fail to follow this procedure and simply submit requests by mail only may miss their preferred dealing date and must receive an official acknowledgement of receipt in the form of an order letter ("**Order Letter**") from the Administrator. The Administrator can take no responsibility for requests which are not appropriately transmitted, sent or acknowledged.

Please note that when the dealing request is submitted to the Administrator through whichever communication channel, the Administrator will send an Order Letter by post, fax or email, as the case may be, back to the applicant which confirms that the request has been received and processed on the Administrator's system. If the applicant does not receive such official acknowledgement within 48 hours, or receives an acknowledgement which contains information that differs from the instruction submitted by the applicant, it must contact the Administrator immediately. In the event that the applicant does not so contact the Administrator, any unacknowledged dealing request shall have no validity and any acknowledgement which the applicant believes differs from the instruction submitted shall be final and conclusive. Please note that neither a fax transmission report indicating that a fax has been sent, nor any email delivery report retained by the applicant shall be considered as an acknowledgement from the Administrator that he/she has received a dealing request and shall not constitute proof of such receipt as only an Order Letter suffices in this regard.

Please further note that for all dealing requests submitted to the Administrator through whichever communication channel, the responsibility for ensuring that the deal has been received by the Administrator for the requested dealing date remains with the sender. Irrespective of any return receipt

message, fax acknowledgement, etc. the sender must contact the Administrator for clarification if the sender does not receive an official Order Letter. It remains the responsibility of the sender to ensure that the trade requested has been received and processed correctly. This should include checking the Order Letter for errors and contacting the Administrator as soon as possible and no later than the deal having been fully processed, if there is an error contained in the Order Letter received.

Due to automated work-flow requirements, each dealing request submitted to the Administrator must be done by separate fax. Neither bulk instructions nor separate dealing instructions should be submitted as one continuous fax message. Whilst the Administrator will do its best to ensure that all instructions received are correctly processed, the Administrator or Company does not accept any responsibility for instructions missed as a result of batch or continuous fax messages received. It remains the responsibility of the sender to ensure an Order Letter is received within 48 hours of their instructions being submitted and it remains the responsibility of the sender to follow up with the Administrator if this is not the case.

WHERE E-MAIL IS AN APPROVED CHANNEL:

Neither the Company nor Administrator can accept responsibility for email dealing requests that are sent to any mailbox (including email accounts for Administrator employees) other than the official mailbox stated on the application form as there is no guarantee that such emails will be noted and recorded for the correct dealing date.

WHERE E-MAIL NOT AN APPROVED CHANNEL:

Neither the Company nor Administrator can accept responsibility for email dealing requests that are sent to any mailbox (including email accounts for Administrator employees) as there is no guarantee that such emails will be noted and recorded for the correct dealing date.

It is the responsibility of the sending party to ensure that they have the most up to date contact details for the Administrator as fax numbers and emails may change from time to time.

Cash Accounts

In connection with the processing of subscriptions, redemptions, distributions or other relevant payments to or from investors or Shareholders, the Company may establish or operate a separate umbrella fund or fund specific cash account, opened in its name, for each currency in which shares in the Company are denominated. No investment or trading will be effected on behalf of the Company or any of its Funds in respect of the cash balances on such accounts. Any balances on such accounts shall belong to the Company or the relevant Fund and are not held on trust on behalf of any investors or Shareholders or any other persons.

Cash subscriptions received in advance of the relevant Subscription Date will be held as an asset of the relevant Fund in cash in an umbrella fund/Fund cash account until the relevant Subscription Date, at which time the Shares will be issued and the investor will become a Shareholder in the relevant Fund. In respect of such subscription proceeds received in advance of the relevant Subscription Date and until such time as the Shares have been issued to the investor, in the event of the Company or the relevant Fund becoming insolvent, the investor will rank as a general unsecured creditor of the Company or relevant Fund in respect of such subscription proceeds.

Should the Company be unable to issue Shares to an investor who has paid the requisite subscription amount to the Company but has yet to provide the Company or the Administrator with all requisite information or documentation in order to verify the investor's identity, the Company shall ensure that in the event that such subscription proceeds cannot be applied, such subscription proceeds will be returned to the relevant investor within five working days.

The Company may temporarily borrow an amount equal to a subscription, subject to a Fund's borrowing limits, and invest the amount borrowed in accordance with the investment objective and policies of the Fund. Once the required subscription monies have been received, the Company will use this to repay the borrowings. In the event of any delay in the settlement of the investor's subscription monies, the Company reserves the right to charge that Shareholder for any interest or other costs incurred by the Company as a result of this borrowing. If the Shareholder fails to reimburse the Company for those charges, the Company will have the right to sell all or part of the investor's holdings of Shares in the

Fund in order to meet those charges and/or to pursue that Shareholder for such charges.

In respect of a dividend declared and owing to a Shareholder that is unable to be paid for any reason whatsoever, such as, for example, if the relevant Shareholder has not provided the requisite information or documentation to the Company or the Administrator, such dividend amount may be held as an asset of the relevant Fund in cash in an umbrella fund/Fund cash account until such time as the reason for the Company or the Administrator being unable to pay the dividend amount to the relevant Shareholder has been addressed, at which point the Company or the Administrator shall pay the dividend amount to the Shareholder. In this regard, the relevant Shareholder should seek to promptly address the reason for the Company or the Administrator being unable to pay the dividend amount to the relevant Shareholder. In respect of such dividend amounts that are unable to be paid and until such time as such dividend amount has been paid to the Shareholder, in the event of the Company or the relevant Fund becoming insolvent, the Shareholder will rank as a general unsecured creditor of the Company or relevant Fund in respect of such a dividend amount.

In respect of a redemption request, the Company or the Administrator may refuse to remit the redemption proceeds until such time as the Shareholder has provided the requisite information or documentation to the Company or the Administrator, as requested by the Company or the Administrator from time to time. In such circumstances, the Administrator will process the redemption request received by the Shareholder, at which point in time the Shareholder will no longer be considered a Shareholder of the relevant Fund and the proceeds of that redemption shall be held as an asset of the relevant Fund in cash in an umbrella fund/Fund cash account until such time as the Company or the Administrator has received all requisite information or documentation and has verified the Shareholder's identity to its satisfaction, following which the redemption proceeds will be released. In this regard, the relevant Shareholder should seek to promptly address the reason for the Company or the Administrator being unable to pay the redemption proceeds to the relevant Shareholder. In respect of such redemption proceeds that are unable to be paid and until such time as the redemption proceeds have been released to the investor, in the event of the Company or the relevant Fund becoming insolvent, the investor will rank as a general unsecured creditor of the Company or relevant Fund in respect of such redemption proceeds.

Suspension of Subscriptions, Transfers, Conversions and Redemptions

Subscriptions, transfers, conversions and redemptions for any Fund will be suspended for as long as the calculation of the Net Asset Value of that Fund is suspended as more fully described in the section headed "Valuation - Suspension of Valuation" on page 19.

Any applications for subscriptions, transfers, conversions and redemptions for a Fund will be considered on the first Subscription Date or Redemption Date, as applicable, following the termination of a suspension.

Investor Restrictions

Potential investors should note that restrictions apply regarding the types of persons to whom Shares may be issued and transferred for the purpose of ensuring that no Shares are held by any person or persons:

- (i) in breach of the law or requirements of any country or governmental authority; or
- (ii) in circumstances (whether directly or indirectly affecting such person or persons and whether taken alone or in conjunction with any other person or persons, connected or not, or any other circumstance appearing to the Directors and the Administrator to be relevant) where, in the opinion of the Directors and the Administrator, such holding might result in taxation, legal, pecuniary, regulatory or material administrative disadvantage to the relevant Fund or its Shareholders as a whole.

Abusive Trading Practices

Excessive, short-term (or market timing) or other abusive trading practices may disrupt portfolio management strategies and harm Fund performance. To minimise harm to a Fund and its Shareholders,

the Administrator, working in conjunction with the designated anti-money laundering reporting officer, reserves the right to reject any subscription (including any transfer) from any investor whom it believes has a history of abusive trading or whose trading, in its judgement, has been or may be disruptive to a Fund. In making this judgement, the Administrator may consider trading done in multiple accounts under common ownership or control.

VALUATION

Net Asset Value

The Net Asset Value of the Company and of each Fund or of each class of Shares, as the case may be, will be calculated by the Administrator at the relevant Valuation Point for each Valuation Date in accordance with the principles more fully described in the section headed "Valuation Principles" below.

The Net Asset Value of each Fund is, as at any Valuation Point, the aggregate value of the assets attributable to each Fund (including, without limitation, any unamortised expenses) less the aggregate liabilities attributable to each Fund (including, without limitation, its accrued expenses including any Performance Fee accrual and such amount in respect of contingent or projected expenses as the Directors consider fair and reasonable). The Net Asset Value per Share in each Fund will be calculated by dividing the Net Asset Value of such Fund by the number of Shares in issue in respect of that Fund.

Where a Fund is made up of more than one class of Shares, the Net Asset Value of each class of Shares will be calculated by determining that part of the Net Asset Value of each Fund attributable to each such class of Shares and dividing this value by the number of Shares of that class in issue to the nearest three decimal places to give the Net Asset Value per Share. Any increase or decrease in the Net Asset Value of each Fund will be allocated between the Share classes based on their pro rata closing Net Asset Values. The Net Asset Value of Share classes denominated in currencies other than the base currency of a Fund will be calculated using the relevant exchange rate prevailing at the relevant Valuation Point.

The Net Asset Value per Share will increase or decrease in accordance with profits earned or losses incurred by the Company.

Allocation of Assets and Liabilities

The Articles of Association require the Directors to establish separate Funds in the following manner:

- (a) the proceeds from the issue of each Share shall be applied in the books and records of the Fund established for that Share, and the assets less the liabilities plus income less expenditure attributable thereto shall be applied to such Fund subject to the provisions of the Articles of Association;
- (b) where any asset is derived from another asset (whether cash or otherwise), the derived asset shall be applied to the same Fund as the assets from which it was derived and on each revaluation of an asset the increase or diminution in value shall be applied to the relevant Fund;
- (c) in the case of any asset which the Directors do not consider as attributable to a particular Fund, the Directors shall have discretion, subject to the approval of the Depositary, to determine the basis upon which any such asset shall be allocated between Funds and the Directors shall have the power at any time, subject to the approval of the Depositary, to vary such basis provided that the approval of the Depositary shall not be required in any such case where the asset is allocated between all Funds pro rata to their net asset values at the time when the allocation is made;
- (d) the Directors shall have the discretion, subject to the approval of the Depositary, to determine the basis upon which any liability (which, without limitation, may include all operating expenses of the Company such as stamp duties, taxes, brokerage or other expenses of acquiring and disposing of investments, the fees and expenses of the auditors and legal advisers, the costs of printing and distributing reports, accounts and any prospectus, publishing prices and any relevant registration fees etc.) shall be allocated between Funds (including conditions as to the subsequent re-allocation thereof if circumstances so permit) and shall have the power at any time and from time to time to vary such basis, provided that the approval of the Depositary shall not be required in any such case where a liability is allocated between the Funds pro rata to their Net Asset Values; and

- (e) subject to the approval of the Depositary, the Directors may transfer any assets to and from Funds if, as a result of a creditor proceeding against certain of the assets of the Company or otherwise, a liability would be borne in a different manner from that in which it would have been borne under paragraph (d) above or in any similar circumstances.

Valuation Principles

The Net Asset Values for each class of Shares shall be determined separately by reference to the Fund appertaining to that class of Shares and to each such determination the following provisions shall apply:

- (1) The Net Asset Value of each Fund shall be determined and shall be equal to the value as at the relevant Valuation Point of all the assets, less all the liabilities, of that Fund.
- (2) The assets of a Fund shall be deemed to include:
 - (a) all cash in hand, on loan or on deposit, or on call including any interest accrued thereon;
 - (b) all bills, demand notes, promissory notes and accounts receivable;
 - (c) all bonds, certificates of deposit, shares, stock, units in Collective Investment Schemes, debentures, debentures stock, subscription rights, warrants, options and other investments and securities owned and contracted for, (other than rights and securities issued by it);
 - (d) all stock and cash dividends and cash distributions which the Directors consider will be received by the Company in respect of the Fund but which have not yet been received by it but have been declared payable to stockholders of record on a date before the day as of which the assets are being valued;
 - (e) all interest accrued on any interest-bearing securities forming part of the Fund; and
 - (f) all prepaid expenses including dividends receivable by the Company relating to that Fund and a proportion of any prepaid expenses relating to the Company generally, such prepaid expenses to be valued and defined from time to time by the Directors.
- (3) Any expense or liability of the Company may be amortised over such period as the Directors (with the approval of the auditors) may determine (and the Directors may at any time and from time to time determine with the approval of the auditors to lengthen or shorten any such period), and the unamortised amount thereof at any time shall also be deemed to be an asset of the Company.
- (4) Assets shall be valued as follows:
 - (a) deposits shall be valued at their principal amount plus accrued interest from the date on which the same was acquired or made;
 - (b) save as otherwise herein provided investments or assets listed, quoted or dealt in on a Recognised Market shall be valued at the Valuation Point (or such other time as the Directors or the Investment Manager shall consider more appropriately represents the time of closing of business in such Recognised Market) in each case being the mid-market price on the Recognised Market on which these assets are traded or admitted for trading (being the Recognised Market which is the sole or in the opinion of the Directors the principal Recognised Market on which the investment in question is listed, quoted or dealt in). If, in the sole opinion of the Directors, the dealing price (which will be the mid-market price) for the assets, calculated as at the Valuation Point is not representative of the value of the assets, the value will be the probable realisation value, estimated with care and in good faith by such competent person as may be appointed by the Directors and approved for the purpose by the Depositary;

- (c) forward foreign exchange contracts will be valued in accordance with paragraph (f) below, or, alternatively by reference to freely available market quotations. If such freely available market quotations are used, there is no requirement to have such prices independently verified or reconciled to the counterparty valuation on a monthly basis. As foreign exchange hedging may be utilised for the benefit of a particular class of Shares within a Fund, its costs and related liabilities and/or benefits will be reflected in the Net Asset Value per class for Shares of such class;
- (d) exchange traded futures and options contracts (including index futures) shall be valued at the settlement price as determined by the market in question. If such market price is not available, the value shall be the probable realisation value estimated with care and in good faith by the Directors or such other competent person approved for the purpose by the Depositary.
- (e) derivative instruments dealt in on a market shall be calculated at the settlement price as determined by the market in question, provided that where it is not the practice of the relevant market to quote a settlement price or if such settlement price is not available for any reason, such value shall be the probable realisation value estimated with care and in good faith by the Company or a competent person approved for the purpose by the Depositary;
- (f) where derivative instruments are not dealt in on a market, their value shall be the daily quotation from the counterparty and which will be verified on a weekly basis by a party independent of the counterparty and approved for the purpose by the Depositary. In accordance with the requirements of the Central Bank, such contracts may also be valued using an alternative valuation, such value determined using an alternative valuation methodology which will be provided by the Company or a competent person appointed by the Company and approved by the Depositary. Where such contracts will be valued using an alternative valuation:
 - (i) the alternative valuation will be produced on a daily basis;
 - (ii) the Company will follow international best practice and adhere to the principles of on valuation of OTC instruments established by bodies such as IOSCO and AIMA;
 - (iii) the alternative valuation is that provided by a competent person appointed by the Directors Company and approved for the purpose by the Depositary, or a valuation by any other means provided that the value is approved by the Depositary; and
 - (iv) the alternative valuation must be reconciled to the counterparty valuation on at least a monthly basis. Where significant differences arise these must be promptly investigated and explained;
- (g) at any time when dealing prices are not available in respect of assets listed, quoted or dealt in on a Recognised Market in each case on the Recognised Market on which these assets are traded or admitted for trading (being the Recognised Market which is the sole or in the opinion of the Directors the principal Recognised Market on which the investment in question is listed, quoted or dealt in), the value of the assets will be the probable realisation value estimated with care and in good faith by such competent person as may be appointed by the Directors and approved for the purpose by the Depositary;
- (h) any investments or assets not listed, quoted or dealt in on a Recognised Market shall, be valued at the probable realisation value as determined with care and in good faith by such competent persons as may be appointed by the Directors and approved for the purpose by the Depositary;
- (i) securities listed or traded on a Recognised Market but acquired or traded at a premium or at a discount outside or off the relevant market may be valued, taking into

account the level of premium or discount at the date of the valuation. The Depositary must ensure that the adoption of such a procedure is justifiable in the context of establishing the probable realisation value of the security;

- (j) cash shall be valued at face value (together with accrued interest to the relevant Valuation Date) unless, in the opinion of the Directors, any adjustment should be made to reflect the value thereof in the context of currency, marketability, dealing costs and/or such other considerations as are deemed relevant;
 - (h) the value of units or shares or other similar participation in any Collective Investment Scheme shall be valued at the latest mid-market price or the last available Net Asset Value as published by the Collective Investment Scheme; and
 - (i) notwithstanding the foregoing the Directors may permit some other method of valuation to be used for any particular asset if they consider that such valuation better reflects the fair value of that asset, such other method to be approved by the Depositary.
- (5) Currencies or values in currencies other than in the currency of designation of a particular Fund shall unless the Directors determine otherwise be converted or translated at the rate which the Investment Manager after consulting with, or in accordance with, the method approved by the Depositary may consider appropriate having regard (*inter alia*) to any premium or discount which may be relevant and to costs of exchange into the currency of designation of that Fund.

Suspension of Valuation

The Directors may at any time temporarily suspend the calculation of the Net Asset Value of the Company or any Fund during:

- (a) any period when any of the principal markets or stock exchanges on which a substantial part of the investments of the relevant Fund are quoted is closed, other than for ordinary holidays, or during which dealings thereon are restricted or suspended;
- (b) any period when, as a result of political, economic, military or monetary events or any circumstances outside the control, responsibility and power of the Directors, disposal or valuation of a substantial part of the investments of the relevant Fund is not reasonably practicable without this being seriously detrimental to the interests of the Shareholders in the relevant Fund or if, in the opinion of the Directors, the Net Asset Value of the relevant Fund cannot be fairly calculated;
- (c) any breakdown in the means of communication normally employed in determining the value of the investments of the relevant Fund or when for any reason the current prices on any market of a substantial part of the investments of the relevant Fund cannot be promptly and accurately ascertained; or

Any such suspension will be notified to the Central Bank and the Irish Stock Exchange (for each class of Shares admitted to the Official List and trading on the Main Securities Market of the Irish Stock Exchange) immediately and, where possible, all reasonable steps will be taken to bring any period of suspension to an end as soon as possible.

Publication of the Net Asset Value

The Net Asset Value per Share of each Fund as calculated for each Valuation Point will be published daily on the Bloomberg website (www.bloomberg.com) or the Impax website (www.impaxam.com) and such other media as the Directors may from time to time determine. The Net Asset Value per Share will be available from the Administrator and will also be available to UK investors from the UK Facilities Agent. Such information is published for information only; it is not an invitation to subscribe for, redeem or convert Shares at that Net Asset Value.

The Administrator will communicate the Net Asset Value per Share to the Irish Stock Exchange immediately upon calculation for each class of Shares admitted to the Official List and trading on the Main Securities Market of the Irish Stock Exchange.

FEES AND EXPENSES

Investment Management Fee

Under the provisions of the Investment Management Agreement, each Fund or class of Shares will pay the Investment Manager a fee in respect of its duties as investment manager of that Fund or class of Shares. Details of such fees will be as set out in the applicable Supplement.

Performance Fee

Under the provisions of the Investment Management Agreement, a Performance Fee may be payable to the Investment Manager in respect of each class of Shares in a Fund as set out in the relevant Supplement. Details of such fees will be as set out in the applicable Supplement.

Administration Fee

Under the provisions of the Administration Agreement, each Fund or class of Shares will pay the Administrator a fee in respect of its duties as Administrator of that Fund or class of Shares. Details of such fees will be as set out in the applicable Supplement.

Depositary Fee

Under the provisions of the Depositary Agreement, each Fund or class of Shares will pay the Depositary a fee in respect of its duties as Depositary of that Fund or class of Shares. Details of such fees will be as set out in the applicable Supplement.

Directors' Remuneration

The Directors shall be entitled to a fee in remuneration for their services at a rate to be determined from time to time by the Directors, but so that the aggregate amount of Directors' remuneration in any one year shall not exceed €120,000. The current amount of Directors' remuneration is €100,000 annually. Any increase in directors' fees (to a maximum of €120,000) must be approved by the Shareholders at the annual general meeting of the Company. The Directors may also be paid all travelling, hotel and other expenses, properly incurred by them, in attending and returning from meetings of the Directors or general meetings of the Company or in connection with the business of the Company. The Directors may in addition to such remuneration as aforesaid grant special remuneration to any Director who, being called upon, shall perform any special or extra services to or at the request of the Company.

Establishment Expenses

The fees and expenses incurred in connection with the establishment of the Company and the initial Fund, the costs incurred in connection with obtaining a listing for the Shares of the initial Fund on the Irish Stock Exchange, the preparation and publication of this Prospectus and the Supplement attached hereto, and all legal costs and out-of-pocket expenses related thereto did not exceed €120,000. Such expenses were amortised on a straight-line basis in the accounts of the Company over the first 60 months of the Company's operations. While this is not in accordance with applicable accounting standards generally accepted in Ireland and the UK and may result in the audit opinion on the annual report being qualified in this regard, the Directors believe that such amortisation was fair and equitable to investors. Any Funds of the Company which may be established subsequent to the initial Fund may, at the absolute discretion of the Directors, be allocated such portion of the formation expenses as the Directors consider to be fair in the circumstances. Details of the establishment expenses relating to Funds created in the future, if any, will be set out in the applicable Supplement. For the avoidance of doubt, therefore, the amount of establishment expenses set out above, namely €120,000, may be exceeded with the creation of subsequent Funds.

Other Expenses

The Company will also pay the following costs and expenses:

- (i) all out-of-pocket expenses payable to the Investment Manager, the Administrator and the

Depository (including VAT thereon). Such out-of-pocket expenses may include transaction charges provided that they are charged at normal commercial rates. Any expenses incurred in relation to a particular Fund will be applied to that Fund. Expenses incurred in relation to more than one Fund will be applied pro-rata across the relevant Funds;

- (ii) all stamp duty (other than any payable by an applicant for Shares or by a Shareholder) or other tax or duty which may be levied or payable from time to time on or in respect of the Company or on creation or issue of Shares or arising in any other circumstance;
- (iii) all fiscal and purchase or fiscal and sale charges arising on any acquisition or disposal of investments;
- (iv) all expenses incurred in relation to the registration of any investments into and transfer of any investments out of the name of the Company or its nominees or the holding of any investment or the custody of investments and/or any Prospectus or title thereto (including bank charges, insurance of documents of title against loss in shipment, transit or otherwise);
- (v) all expenses incurred in the collection of income of the Company;
- (vi) all costs and expenses of and incidental to preparing resolutions of Shareholders for the purpose of securing that the Company conforms to legislation coming into force after the date of the incorporation of the Company (including costs and expenses incurred in the holding of a meeting of Shareholders, where necessary);
- (vii) all taxation payable in respect of the holding of or dealings with or income from the Company relating to the Company's property and in respect of allocation and distribution of income to Shareholders other than tax of Shareholders or tax withheld on account of Shareholders' tax liability;
- (viii) all commissions, stamp duty, value added tax and other costs and expenses of or incidental to any acquisition, holding, realisation or other dealing in investments, foreign exchange options, financial futures, contracts for differences or any other derivative instruments or the provision of cover or margin therefore or in respect thereof or in connection therewith;
- (ix) all stationery, printing and postage costs in connection with the preparation and distribution of cheques, warrants, tax certificates, statements, accounts and reports made, issued or despatched pursuant to the Articles of Association;
- (x) the fees and expenses of the auditors, tax and legal advisers and other professional advisers of the Company;
- (xi) all fees and expenses in connection with the marketing and advertising of the Company;
- (xii) any fees payable by the Company to any regulatory authority in any other country or territory, the costs and expenses (including legal, accountancy and other professional charges and printing costs) incurred in meeting on a continuing basis the notification, registration and other requirements of each such regulatory authority, and any fees and expenses of representatives or facilities agents in any such other country or territory;
- (xii) all fees and costs relating to the listing or de-listing of Shares in the Company on the Irish Stock Exchange or on any other stock exchange;
- (xiii) all fees and costs relating to a scheme of reconstruction and amalgamation (to the extent it has not been agreed that such expenses should be borne by other parties) under which the Company acquires investments;
- (xiv) all other costs and expenses incurred by the Company and any of its appointees which are permitted by the Articles of Association; and
- (xv) fees in respect of company secretarial services.

The foregoing expenses will be properly vouched for or, if not vouched for, shall be charged to the Company at normal commercial rates.

TAXATION

The following summary of certain relevant taxation provisions is based on current law and practice and does not constitute legal or tax advice. It does not purport to deal with all the tax consequences applicable to the Company or to all categories of investors, some of whom may be subject to special rules. Shareholders and potential investors are advised to consult their professional advisers concerning possible taxation or other consequences of purchasing, holding, selling, converting or otherwise disposing of the Shares under the laws of their country of incorporation, establishment, citizenship, residence or domicile, and in the light of their particular circumstances.

Potential investors and Shareholders should note that the statements on taxation which are set out below are based on advice which has been received by the Directors regarding the law and practice in force in the relevant jurisdiction as at the date of this Prospectus. As is the case with any investment, there can be no guarantee that the tax position or proposed tax position prevailing at the time an investment is made in the Company will endure indefinitely.

Ireland

The Directors have been advised that, on the basis that the Company is Resident in Ireland for taxation purposes, the taxation position of the Company and the Shareholders is as set out below.

Taxation outside of Ireland

The income and gains of the Company from its securities and assets may suffer withholding tax of the territory where such income and gains arise, which may not be reclaimable in those territories. The Company, in certain circumstances, may not be able to benefit from the applicable reduced rates of withholding tax provided in double taxation agreements between Ireland and such territories. This is because a number of Ireland's double taxation agreements, where applied by territories on a strict basis, are available only to persons who are liable to tax in Ireland. The transactions of the Company will not be liable to Irish tax if all transactions contemplated are exempt as described below.

Taxation in Ireland

The Directors have been advised, on the basis that the Company is resident in Ireland, that the Irish taxation position of the Company and the Shareholders is as set out below.

Taxation of the Company

On the basis that the Company is an investment undertaking as defined in section 739B of the Taxes Act, it will not be subject to Irish tax on its income or gains other than gains arising on chargeable events as outlined below.

Chargeable events

Chargeable events include;

- the payment of a distribution;
- the redemption, repurchase, cancellation or transfer of Shares;
- the appropriation or cancellation of Shares for the purposes of meeting the tax arising on certain chargeable events that do not involve the making of a payment to a Shareholder; and
- the ending of a Relevant Period.

However, the following events are not chargeable events;

- any transaction in relation to or in respect of Shares held in a Recognised Clearing System;

- an exchange on an arm's length basis with the Company of Shares representing one Fund for another Fund of the Company;
- an exchange on an arm's length basis with the Company of Shares in the Company for other Shares in the Company;
- the transfer by a Shareholder of entitlement to a Share where the transfer is between spouses or civil partners, (subject to certain conditions, this exemption may also apply to transfers between former spouses or civil partners); the transferee spouse or civil partner is treated as having acquired the Share at its original cost to the transferring spouse or civil partner;
- a cancellation of Shares arising on a "scheme of reconstruction or amalgamation" (within the meaning of section 739H(1)) of the Taxes Act) or a "scheme of amalgamation" (within the meaning of 739HA(1) of the Taxes Act) of the Company or other investment undertaking(s), subject to certain conditions being fulfilled;

A chargeable event will not give rise to an obligation for the Company to account for the appropriate tax if:

- (i) the chargeable event occurs solely on account of an exchange of Shares arising on a scheme of amalgamation within the meaning of Section 739D (8C) of the Taxes Act, subject to certain conditions being fulfilled;
- (ii) the chargeable event occurs solely on account of an exchange of Shares arising on a scheme of migration and amalgamation within the meaning of Section 739D (8D) of the Taxes Act, subject to certain conditions being fulfilled; or
- (iii) the chargeable event occurs solely on account of a scheme of migration within the meaning of Section 739D (8E) of the Taxes Act, subject to certain conditions being fulfilled.

The ending of a Relevant Period will not give rise to an obligation for the Company to account for the appropriate tax if:

- (i) immediately before the chargeable event the value of the number of Shares in the Company, in respect of which any gains arising would be treated as arising to the Company, on the happening of a chargeable event is less than 10 per cent of the value of the total number of Shares in the Company at that time; and
- (ii) the Company has made an election, in writing, to the Revenue Commissioners that it will make in respect of each year of assessment a statement (including where it is the case, a statement with a nil amount) to the Revenue Commissioners in electronic format approved by them, on or before 31 March in the year following the year of assessment, which specifies in respect of each Shareholder;
 - (a) the name and address of the Shareholder;
 - (b) the value at the end of the year of assessment of the Shares to which the Shareholder is entitled at that time; and
 - (c) such other information as the Revenue Commissioners may require.

The Company is obliged to notify the Shareholders concerned, in writing, if such an election has been made. Where a Shareholder receives such a notification, that Shareholder is deemed to be a chargeable person for the purposes of sections 951 and 1084 of the Taxes Act and is required to prepare and deliver to the Revenue Commissioners a return of income on or before the specified return date for that chargeable period. The return of income shall include the following details:

- (i) the name and address of the Company; and
- (ii) the gains arising on the chargeable event.

Exemption from Irish tax arising on chargeable events

The Company will not be subject to Irish tax on gains arising on chargeable events where;

- in the case of Shareholders who are Resident in Ireland or Ordinarily Resident in Ireland, they are Exempt Irish Residents; or
- in the case of Shareholders who are neither Resident in Ireland nor Ordinarily Resident in Ireland, either (i) each Shareholder has made a Relevant Declaration to the Company prior to the chargeable event and the Company has no reason to believe that the Relevant Declaration is incorrect or no longer correct; or (ii) the Company is in possession of a written notice of approval from the Revenue Commissioners to the effect that section 739D(7) of the Taxes Act is deemed to have been complied with in respect of the Shareholder and that approval has not been withdrawn.

Tax payable

Where none of the relieving provisions outlined above have application, the Company is liable to account for Irish income tax on gains arising on chargeable events as follows:

- (a) where the chargeable event relates to a unit held by a Shareholder that is a company and that company has made a declaration to the Company that it is a company and that declaration contain the Irish corporation tax reference number with respect to the company, at a rate of 25%; and
- (b) where (a) above does not apply, Irish tax is payable at the rate of 41%.

To the extent that any tax is paid on a chargeable event that occurs solely as a consequence of the ending of a Relevant Period, such tax will be allowed as a credit or paid by the Fund to the Shareholder on the happening of a subsequent chargeable event in accordance with the provisions of S739E of the Taxes Act.

In the case of a chargeable event arising as a result of a transfer of Shares or the ending of a Relevant Period or any other chargeable event arising that does not give rise to a payment to be made to a Shareholder, the Company is entitled to cancel or appropriate sufficient Shares of the Shareholder to meet the tax liability. In the case of chargeable events other than a chargeable event arising on a transfer or the ending of a Relevant Period, any tax arising is deducted from the payments (distribution/ repurchase payments/ cancellation/ redemption payments) to the Shareholders.

Dividend withholding tax

Distributions paid by the Company are not subject to Irish dividend withholding tax provided the Company continues to be a collective investment undertaking as defined in Section 172A(1) of the Taxes Act (which definition includes an investment undertaking within the meaning of section 739B of the Taxes Act).

Dividends received by the Company from investment in Irish equities may be subject to Irish dividend withholding tax (currently 20 per cent). However, where the Company makes an appropriate declaration pursuant to paragraph 6, Schedule 2A of the Taxes Act to the payer that it is a collective investment undertaking within the meaning of section 172A(1) of the Taxes Act, it will be entitled to receive such dividends without deduction of tax.

Stamp Duty

No stamp duty or other tax is payable in Ireland on the issue, redemption or transfer of Shares in the Company. Where any subscription for Shares is satisfied by the *in specie* transfer of Irish securities or other Irish property, Irish stamp duty may arise on the transfer of such securities or property.

No Irish stamp duty will be payable by the Company on the conveyance or transfer of stock or marketable securities provided that the stock or marketable securities in question have not been issued by a company incorporated in Ireland and provided the conveyance or transfer does not relate to any immovable property situated in Ireland or any right over or interest in such property or to any stocks or marketable securities of a company (other than a company which is a collective investment undertaking within the meaning of section 739B of the Taxes Act or a Qualifying Company) which is incorporated in Ireland.

Taxation of Shareholders in Ireland

For the purpose of determining the Irish tax liability of any Shareholder, payments made by the Company to a Shareholder who holds Shares which are held in a Recognised Clearing System, will be deemed to be payments from which tax has not been deducted.

Corporate Shareholder who is Resident in Ireland

The Irish tax position of a corporate Shareholder who is Resident in Ireland will depend on whether the Shareholder is trading in the Shares or whether they are held as an investment.

Shares held as stock in trade

Corporate Shareholders who are Resident in Ireland and who are trading in Shares or which is a Qualifying Company will be taxable on any income or gains (grossed up for any tax deducted) earned in connection with those Shares as part of the profits of that trade or as profits of its business as a Qualifying Company, as the case may be. Such Shareholders will be entitled to a set off against corporation tax payable for any tax deducted by the Company against the corporation tax otherwise assessable upon it.

Shares held as an investment

The tax position of a corporate Shareholder whose Shares are not held as part of a share dealing trade will depend on whether or not tax is withheld by the Company.

- ***Tax withheld by the Company***

Corporate Shareholders who are Resident in Ireland who receive payments in respect of Shares from which tax has been deducted will not be subject to further Irish tax on the payments received. Tax will be deducted by the Company at a rate of 25 per cent. However, where the Shares are not denominated in Euro, such Shareholders may also be liable to corporation tax on foreign currency gains upon the cancellation, redemption, repurchase or transfer of Shares.

- ***Tax not withheld by the Company***

Corporate Shareholders who are Resident in Ireland who receive payments in respect of Shares from which tax has not been deducted will be chargeable to tax under Case IV of Schedule D. Accordingly a 25 per cent. rate of corporation tax applies. However where the payment is in respect of the cancellation, redemption, repurchase or transfer of Shares or the ending of a Relevant Period, such payment shall be reduced by the amount of the consideration in money or money's worth given by the Shareholder for the acquisition of the Shares. In addition, where the Shares are not denominated in Euro, such Shareholders may also be liable to corporation tax on foreign currency gains upon the cancellation, redemption, repurchase or transfer of Shares.

Non-Corporate Shareholders who are Resident or Ordinarily Resident in Ireland

The tax position of a non-corporate Shareholder will depend on whether tax is withheld by the Company.

- ***Tax withheld by the Company***

Non-corporate Shareholders who are Resident in Ireland or Ordinarily Resident in Ireland will not be subject to further Irish tax on income from their Shares or gains made on the disposal of their Shares where tax has been deducted by the Company on payments received. However, where the Shares are not denominated in Euro, such Shareholders may also be liable to capital gains tax on foreign currency gains upon the cancellation, redemption, repurchase or transfer of Shares.

Depending on the individual's personal circumstances, PRSI at a rate of 4% may also apply to the income/gain.

- ***Tax not withheld by the Company***

Where a non-corporate Shareholder who is Resident in Ireland or Ordinarily Resident in Ireland receives a payment in respect of Shares from which tax has not been deducted, the payment will be taxable at 41%, provided the payment is correctly disclosed in the non-corporate Shareholder's tax return for the relevant year of assessment.

However, where the payment is in respect of the cancellation, redemption, repurchase or transfer of Shares or the ending of a Relevant Period, such payment shall be reduced by the amount of the consideration in money or money's worth given by the Shareholder for the acquisition of the Shares. Also, where the Shares are not denominated in Euro, such Shareholders may also be liable to capital gains tax on foreign currency gains upon such cancellation, redemption, repurchase or transfer.

Depending on the individual's personal circumstances, PRSI at a rate of 4% may also apply to the income/gain.

Where the payment is not correctly disclosed in the non-corporate Shareholder's tax return for the relevant year of assessment, the payment will instead be taxable at the Shareholder's marginal rate of income tax for the relevant year of assessment.

Shareholders who are not Resident in Ireland or Ordinarily Resident in Ireland

Shareholders who are neither Resident in Ireland nor Ordinarily Resident in Ireland will not be subject to Irish tax on income from their Shares or gains made on the disposal of their Shares.

To the extent that a Shareholder is acting as an Intermediary on behalf of a person who is not an Irish Resident the Company will not be obliged to deduct tax on the occasion of a chargeable event provided that such Intermediary has made a true and correct declaration to the Company confirming that it is acting on behalf of a non-Irish Resident.

Where a Relevant Declaration has not been made to the Company, tax will arise on the happening of a chargeable event regardless of the fact that the Shareholder is neither Resident in Ireland nor Ordinarily Resident in Ireland. In such circumstances, the Company will be liable to account for tax arising on chargeable events as described at "Tax payable" above.

Refunds of Tax withheld

Where tax is withheld by the Company on the basis that no Relevant Declaration has been filed with the Company by the Shareholder, Irish legislation does not provide for a refund of tax to a non-corporate Shareholder or to a corporate Shareholder who is not Resident in Ireland and who is not within the charge to Irish corporation tax other than in the following circumstances:

- The appropriate tax has been correctly returned by the Company and within one year of the making of the return, the Company can prove to the satisfaction of the Revenue Commissioners that it is just and reasonable for such tax which has been paid, to be repaid to the Company.

- Where a claim is made for a refund of Irish tax under Sections 189, 189A or 192 of the Taxes Act (relieving provisions relating to incapacitated persons, trusts in relation thereto and persons incapacitated as a result of drugs containing thalidomide), the Shareholder is treated as having received a net amount of income from the gross amount of which tax has been deducted and that gross amount is treated as an amount of income chargeable to tax under Case III of Schedule D.

Capital Acquisitions Tax

Under current law and practice and on the basis that the Company qualifies as an investment undertaking under Section 739B of the Taxes Act, where a Share is comprised in a gift or inheritance, it will be exempt under section 75 of the Capital Acquisitions Tax Consolidation Act 2003 from Irish capital acquisitions tax, (currently 33 per cent.) provided:

- (a) the Shares are comprised in the gift or inheritance at the date of the gift or inheritance and at the valuation date;
- (b) at the date of the disposition the disponent is neither domiciled in Ireland nor Ordinarily Resident in Ireland; and
- (c) at the date of the gift or inheritance the donee or successor is neither domiciled in Ireland nor Ordinarily Resident in Ireland.

For the purposes of Irish capital acquisitions tax only, a non-Irish domiciled person will not be treated as Resident in Ireland or Ordinarily Resident in Ireland except where that person has been resident in Ireland for 5 consecutive years of assessment immediately preceding the year of assessment in which the date of the gift or inheritance falls.

Shareholder Reporting

The Company is required to provide certain information in relation to certain Irish Resident Shareholders to the Revenue Commissioners in accordance with Section 891C of the Taxes Act and the Return of Values (Investment Undertakings) Regulations 2013.

The information to be provided to the Revenue Commissioners includes:

- (a) the name, registered address, contact details and tax reference number of the Company;
- (b) the name, address, tax reference number and date of birth (if applicable) of Shareholders; and
- (c) the investment number and the value of the investment.

Automatic Exchange of Information for Tax Purposes

Pursuant to EU Council Directive 2003/48/EC on the taxation of savings income (the “**Savings Tax Directive**”), Member States were required to provide to the tax authorities of another Member State details of payments of interest (or similar income which may include distributions by the Company) paid by a person within its jurisdiction to an individual resident in that other Member State.

On 10 November 2015 the Council of the European Union adopted a Council Directive repealing the Savings Tax Directive from 1 January, 2017, in the case of Austria and from 1 January, 2016, in the case of all other Member States (subject to on-going requirements to fulfil administrative obligations such as the reporting and exchange of information relating to, and accounting for withholding taxes on, payments made before those dates).

This is to prevent overlap between the Savings Tax Directive and a new automatic exchange of information regime to be implemented under Council Directive 2011/16/EU on Administrative Cooperation in the field of Taxation (as amended by Council Directive 2014/107/EU) (“**DAC2**”). DAC2 provides for the implementation among Member States (and certain third countries that have

entered into information exchange agreements) of the automatic exchange of information in respect of various categories of income and capital and broadly encompasses the regime known as the Common Reporting Standard (“CRS”) proposed by the OECD as a new global standard for the automatic exchange of information between tax authorities in participating jurisdictions. DAC2 is generally broader in scope than the Savings Tax Directive, although it does not impose withholding taxes.

Under the CRS, governments of participating jurisdictions (currently more than 90 jurisdictions) are required to collect detailed information to be shared with other jurisdictions annually. A group of over 40 countries, including Ireland, have committed to the early adoption of the CRS from 1 January 2016 with the first data exchanges taking place in September 2017. All Member States, except Austria introduced the CRS from 1 January 2016. Austria will introduce CRS from 1 January 2017.

CRS is implemented in Ireland pursuant to the Returns of Certain Information by Reporting Financial Institutions Regulations 2015, S.I. 583 of 2015, made under Section 891F of the Taxes Act.

DAC2 is implemented in Ireland pursuant to the Mandatory Automatic Exchange of Information in the Field of Taxation Regulations of 2015, S.I. No. 609 of 2015 made under Section 891G of the Taxes Act.

Pursuant to these Regulations, the Company will be required to obtain and report to the Revenue Commissioners annually certain financial account and other information for all new and existing accountholders in respect of their Shares. The first returns must be submitted on or before 30 June 2017 with respect to the year ended 31 December 2016. The information will include amongst other things, details of the name, address, taxpayer identification number (“TIN”), place of residence and, in the case of accountholders who are individuals, the date and place of birth, together with details relating to payments made to accountholders and their holdings. This information may be shared with tax authorities in other Member States (and in certain third countries subject to the terms of Information Exchange Agreements entered into with those countries) and jurisdictions which implement the OECD Common Reporting Standard.

FATCA

The obligations of the Company under FATCA are covered by the provisions of the Ireland/US Intergovernmental Agreement (“IGA”) (signed in December 2012) and the Financial Accounts Reporting (United States of America) Regulations 2014 (which came into effect on 1 July 2014) (the “Regulations”). Under the IGA and the UCITS Regulations, any Irish financial institutions as defined in the UCITS Regulations are required to report annually to the Revenue Commissioners details of its US account holders including the name, address and taxpayer identification number and certain other details. Such institutions are also required to update their account on-boarding procedures in order to easily identify US new account holders and report this information to the Revenue Commissioners. The Company, in conjunction with assistance from its service providers where necessary, will endeavour to ensure that it satisfies any obligations imposed on it under the IGA and the UCITS Regulations

The Company's ability to satisfy its obligations under the IGA and the UCITS Regulations will depend on each Shareholder in the Company providing the Company with any information, including information concerning the direct or indirect owners of such Shareholders, that the Company determines is necessary to satisfy such obligations. Each Shareholder will agree in its application form to provide such information upon request from the Company.

If the Company fails to satisfy its obligations under the IGA and the UCITS Regulations, it may, in certain circumstances, become subject to a 30% withholding tax on certain US source payments to the Company that may not be refundable.

Potential investors should consult their advisers regarding the application of the withholding rules and the information that may be required to be provided and disclosed to the Company and in certain circumstances to the US Internal Revenue System as will be set out in the final FATCA regulations. The application of the withholding rules and the information that may be required to be reported and disclosed are uncertain and subject to change.

United Kingdom

The Company

It is intended that the Company will be resident for tax purposes outside the UK. Accordingly, and provided that the Company does not carry on a trade in the UK through a permanent establishment situated therein that constitutes an assessable "UK representative" for UK taxation purposes, the Company will not be subject to UK corporation tax on income and capital gains arising from its activities. The Directors and the Investment Manager each intend that the respective affairs of the Company and the Investment Manager are conducted so that no such assessable "UK Representative" will arise insofar as this is within their respective control.

Should the Company be regarded as carrying on a trade for United Kingdom tax purposes through a "UK representative" of the Investment Manager, it is expected that neither the Investment Manager as permanent establishment or agent of the Company, nor the Company itself should be subject to United Kingdom taxation on profits or gains by reason of the application of the United Kingdom's "investment manager exemption" (the "IME"). In particular, the Directors and the Investment Manager intend to manage the Company and its investments in such manner, so as to ensure that the Investment Manager should benefit from the IME but it cannot be guaranteed that the conditions necessary for the exemption will at all times be satisfied.

Interest and other income received by the Company which has a UK source may be subject to withholding taxes in the UK.

Shareholders (other than those holding Shares through an ISA)

Each Fund will constitute an "offshore fund" for the purposes of the UK Offshore Funds (Tax) Regulations 2009 ("the Regulations"). Under this legislation, any gain arising on the sale, disposal or redemption of shares in an offshore fund (or on conversion from one fund to another within an umbrella fund) held by persons who are resident in the UK for tax purposes will be taxed at the time of such sale, disposal, redemption or conversion as income and not as a capital gain.

This does not apply, however, where a Fund is a "reporting fund" throughout the period during which the shares have been held.

The Investment Manager applied on behalf of the Fund to HM Revenue and Customs to be a reporting fund for the purposes of the Regulations with effect from 1 January 2010. This application was granted and the Fund will remain a reporting fund provided it complies with the ongoing requirements of the regime, including reporting 100 per cent of reportable income on an annual basis to investors. The Fund will only leave the reporting fund regime if either the Fund notifies HMRC prospectively that it no longer wishes to remain a reporting fund, or through serious or persistent breaches of the Regulations.

Should the Directors decide to withdraw from the reporting fund regime they will be required to notify all Shareholders in the relevant share classes prior to that withdrawal coming into effect. In such an event, it may be possible for Shareholders resident in the United Kingdom for United Kingdom taxation purposes to make an election for a deemed disposal and reacquisition of their Shares, in order to benefit from the capital gains treatment afforded by reporting fund status up to the date that the Company leaves the regime.

Provided the Fund remains a reporting fund throughout an investor's period of holding an interest in the Fund, any gain realised upon disposal of the shares will be treated as a capital gain which will be subject to capital gains tax for individuals and corporation tax on chargeable gains for corporate investors. Shareholders who are individuals will therefore be able to benefit from the comparatively lower capital gains tax rate and the capital gains tax annual exempt amount. Indexation allowance will be available for corporate investors. In the case of individuals who are UK resident but domiciled for UK tax purposes outside the UK and who have successfully claimed to be, or automatically qualified to be, taxed on a remittance basis, any capital gain or offshore income gain will be subject to UK tax only to the extent that the gain is or is deemed to be, remitted to the UK.

Subject to their personal circumstances, individual Shareholders resident in the United Kingdom for taxation purposes will be liable to UK income tax under Chapter 4 Part 4 of the Income Tax (Trading and Other Income) Act 2005 in respect of dividends or other distributions of income by the Company, whether or not such distributions are reinvested in further Shares of the Company. For corporate investors, any distributions received from the Company should be exempt from corporation tax under Part 9A of the Corporation Tax Act 2009 ("CTA"), subject to the various conditions of Chapter 2 of Part 9A CTA being met. For share classes which are reporting funds under the Regulations, any excess of reportable income over distributions reported to investors under these Regulations will be taxed in the same way as a distribution.

It is not the intention of the Directors that the Company will have substantial investments in interest bearing or similar assets. Where however at any time, the Company has substantial investments (more than 60%) in interest bearing assets, any distribution paid by the Company or treated as paid by the Company will be treated for United Kingdom taxation purposes as interest, rather than as a dividend. Such interest will be taxed on an individual Shareholder resident in the United Kingdom for United Kingdom taxation purposes at the United Kingdom non-dividend income tax rate, currently up to a rate of 45%. In addition, Shareholders that are subject to United Kingdom corporation tax will be taxable according to the rules for the United Kingdom taxation of corporate debt. Any income distributions of the Company will be taxed as interest and such Shareholders will also be taxed on any increase (or obtain relief for any loss) on the market value of their interest at the end of each accounting period and at the date of disposal of their Shares as a loan relationship credit or debit. Accordingly, a corporate Shareholder may, depending on its own circumstances, be taxed in relation to returns on the Shares in accordance with fair value accounting, including incurring a charge to United Kingdom corporation tax on an unrealised increase in the value of its holding of Shares (and, likewise, obtain relief against United Kingdom corporation tax for an unrealised reduction in the value of its holding of Shares).

If the Company becomes a controlled foreign company then any United Kingdom resident company which, either alone or together with connected or associated persons, has an interest of 25% or more in the Company may be assessed to corporation tax in respect of the "chargeable" profits of the Company which are attributable to such Shareholder's interest in the Company. The "chargeable profits" of the Company do not include any of its capital gains. United Kingdom resident companies holding 25% or more of the Shares of the Company (directly or indirectly) should take their own specific professional advice.

The controlled foreign company rules have been amended as part of Finance Act 2012, with the updated legislation contained in Part 9A Taxation (International and Other Provisions) Act 2010 ("TIOPA 2010"). The new rules will be effective for companies with accounting periods beginning after 1 January 2013. A specific exemption from the controlled foreign company rules (Section 371BF TIOPA 2010) applies to UK companies that are participants in offshore funds, provided that certain conditions are met.

A UK tax resident company ("UK company") which is a participant in an offshore fund, where the fund would otherwise be a controlled foreign company, will not be a chargeable company for the purposes of the rules provided that the following conditions are met. (i) The controlled foreign company is and remains an offshore fund, (ii) at all times less than 25% of the controlled foreign company chargeable profits are attributable to the UK company and its associates and (iii) that these conditions are not met by the UK company as a result of steps taken by the UK company or any person connected with the company for the purpose of avoiding these rules.

The attention of Shareholders is drawn to the provisions of Section 13 of the UK Taxation of Chargeable Gains Act 1992. Under this section, if the Fund would have been a close company were it resident in the UK, holders of more than a 25% interest in the Fund may be assessed to UK tax on their share of the Fund's capital gains.

The attention of individual Shareholders resident in the UK for taxation purposes is drawn to Chapter 2 of Part 13 of the Income Tax Act 2007. These provisions are aimed at preventing the avoidance of income tax by individuals through transactions resulting in the transfer of assets or income to persons (including companies) resident or domiciled abroad and may render them liable to taxation in respect of undistributed income and profits of the Fund on an annual basis.

Shareholders (holding Shares through an ISA)

The Directors intend that Shares of each Fund will qualify for inclusion within the stocks and shares component of an ISA provided that the ISA manager has acquired the Shares by purchase in the market or by application for Shares publicly offered for sale or subscription as the Company is authorised as a UCITS and has received recognition pursuant to Section 264 of the Financial Services and Markets Act 2000 as a recognised scheme for the purposes of Section 264 of the Financial Services and Markets Act 2000.

Dividends on Shares held within an ISA are exempt from income tax. Capital gains on the disposal of Shares held within an ISA are exempt from capital gains tax.

Stamp Duty and Stamp Duty Reserve Tax

A charge to UK stamp duty will only arise where the instrument of transfer or document evidencing a transfer is executed in the UK or there is a matter or thing to be done in the UK. The term matter or thing is wide and may include paying or receiving cash in a UK bank account.

Where a charge to stamp duty arises in the UK this will generally be at the rate of 0.5 per cent, of the consideration for the transfer, rounded up to the nearest £5. Notwithstanding this, provided that there is a separate instrument of transfer (or document evidencing the transfer) there should be no mechanism for enforcing the stamp duty and it should be noted that it is not a condition to lodging any such transfer with the Registrar in Ireland that UK stamp duty be paid on the transfer.

The Shares should not be regarded as "chargeable securities" for the purposes of UK stamp duty reserve tax and, accordingly, no stamp duty reserve tax should be chargeable in respect of agreements for their transfer.

THE ABOVE SUMMARY IS NOT INTENDED AS TAX ADVICE NOR AS A COMPREHENSIVE DESCRIPTION OF TAX CONSIDERATIONS THAT MAY BE RELEVANT TO A DECISION TO ACQUIRE, TO HOLD, OR TO DISPOSE OF THE SHARES. THIS SUMMARY DOES NOT PURPORT TO DEAL WITH THE TAX CONSEQUENCES APPLICABLE TO ALL CATEGORIES OF INVESTORS, SOME OF WHICH (SUCH AS DEALERS IN SECURITIES) MAY BE SUBJECT TO SPECIAL RULES. PROSPECTIVE INVESTORS SHOULD CONSULT THEIR OWN TAX ADVISERS CONCERNING THE CONSEQUENCES OF THEIR PARTICULAR SITUATION.

MATERIAL CONTRACTS

The following contracts, not being contracts entered into in the ordinary course of business, have been entered into since the incorporation of the Company and are, or may be, material.

The Investment Management Agreement

The Company has appointed the Investment Manager under the terms of the Investment Management Agreement to provide investment management services to the Company.

The Investment Management Agreement provides, *inter alia*, that:

- (i) the appointment of the Investment Manager shall continue and remain in force unless and until terminated upon either party (a) going into liquidation, (b) ceasing to be permitted to act in its current capacity, (c) committing a material breach of the agreement or (d) following the appointment of an administrator/examiner, *or* by either party giving to the other six months' notice in writing;
- (ii) the Company agrees to hold harmless and indemnify the Investment Manager from and against all actions, proceedings, claims and costs, demands and expenses incidental thereto which may be brought against, suffered or incurred by the Investment Manager by reason of the performance of its duties in accordance with the terms of the Investment Management Agreement in each case including all reasonable legal, professional and other expenses properly incurred in connection therewith, except such as shall result or arise from fraud, bad faith, wilful default, breach of the Investment Management Agreement, negligence or any breach of the Financial Services and Markets Act, 2000 of the UK (the "FSMA") on the part of the Investment Manager or any breach by the Investment Manager of the UCITS Regulations, the FSMA or under any regulatory arrangements made or established under or pursuant to the FSMA and to which the Investment Manager is subject (including the FCA Rules); and
- (iii) the Investment Manager is entitled to payment of fees for its services and reimbursement of expenses, as more fully described in the sections headed "Fees and Expenses - Investment Management Fee" and "Fees and Expenses - Performance Fee" on page 21.

The Administration Agreement

The Company has appointed the Administrator under the terms of the Administration Agreement to carry on the general administration and accounting of the Company and to act as registrar and transfer agent to the Company.

The Administration Agreement provides, *inter alia*, that:

- (i) the appointment of the Administrator shall continue and remain in force unless and until terminated immediately upon either party (a) going into liquidation, (b) ceasing to be permitted to act in its current capacity, (c) committing a material breach of the agreement or (d) following the appointment of an administrator/examiner, *or* by either party giving to the other not less than 90 days' written notice;
- (ii) the Company shall indemnify the Administrator against all actions, claims, costs, damages, liabilities and expenses incurred by the Administrator, its Directors, officers, shareholders, employees, servants or agents in the performance of any of its obligations or duties under the Administration Agreement including, without limitation, complying with any proper instructions otherwise than due to the fraud, bad faith, negligence, recklessness or wilful default of the Administrator, its Directors, officers, employees, servants or agents in the performance of any of its obligations or duties under the Administration Agreement. Any indemnity expressly given to the Administrator under the Administration Agreement shall be in addition to, and without prejudice to, any indemnity allowed at law; and
- (ii) the Administrator is entitled to payment of fees for its services and reimbursement of expenses,

as more fully described in the section headed “Fees and Expenses - Administration Fee” on page 21.

The Depositary Agreement

The Company has appointed the Depositary under the Depositary Agreement to act as Depositary of the Company’s assets.

The Depositary Agreement provides, *inter alia*, that:

- (i) the appointment of the Depositary shall continue and remain in force unless and until terminated immediately upon either party (a) going into liquidation, (b) ceasing to be permitted to act in its current capacity, or (c) committing a material breach of the agreement (d) incurring a debt, liability or loss to the other party which is not met or discharged within 10 business days of it being requested, or, *or* by either party giving to the other not less than 3 months written notice;
- (ii) the Company agrees to indemnify and keep indemnified the Depositary, its directors, officers, employees and Shareholders from and against any and all actions, proceedings, claims, costs, demands and expenses (including, without limitation, legal fees (agreed by the Investment Manager) and other costs, charges and expenses in enforcing or attempting to enforce this indemnity) which may be brought against, suffered or incurred by the Depositary other than those resulting from the negligent or intentional failure to properly fulfil its obligations under the Depositary Agreement; and
- (iii) the Depositary is entitled to payment of fees for its services and reimbursement of expenses, as more fully described in the section headed “Fees and Expenses - Depositary Fee” on page 21.

GENERAL INFORMATION

Share Capital

The Company was incorporated in Ireland as a public limited company on 15 November 2004 with registered number 393658 under the Companies Acts, 1963 to 2009. It has an authorised capital of 100,000,300,000 divided into 100,000,000,000 Participating Shares of no par value and 300,000 Subscriber Shares of €1.00 each. As only Participating Shares can represent an interest in a Fund, the Subscriber Shares have no entitlement or interest in such a Fund. At the date of this Prospectus, the issued share capital of the Company is 300,000 Subscriber Shares issued for the purpose of the incorporation and authorisation of the Company.

The Constitution

Clause (3) of the memorandum of association provides, inter alia, that the sole object of the Company is the collective investment in either or both transferable securities and other financial assets referred to in Regulation 68 of the UCITS Regulations of capital raised from the public, and which operates on the principle of risk spreading.

The Articles of Association contains provisions to the following effect:

(a) *Issue of Shares*

The Directors were authorised to exercise all the powers of the Company to offer, allot or otherwise deal with or dispose of “relevant securities” within the meaning of Section 1021 of the Act up to an amount equal to the authorised but as yet unissued share capital of the Company.

The price at which Shares shall be issued shall be determined by reference to the Net Asset Value of the relevant Fund calculated as at the relevant Valuation Point.

The Directors may, with the prior approval of the Central Bank, establish new Funds. The Directors have the power to issue different classes of Shares in each Fund.

(b) *Rights of Subscriber Shares*

As the Subscriber Shares are not Participating Shares (and as such do not represent any interest in a Fund) they do not entitle the holders thereof to participate in the dividends of any Fund.

Each holder of Subscriber Shares is entitled to attend and vote at any general meeting provided that any holder of Subscriber Shares shall not be entitled to vote at any such general meeting at any time that Shares in issue are held by two or more Shareholders. In the event of a winding-up or dissolution of the Company, the Subscriber Shares have the entitlements referred to under “Winding Up” below.

(c) *Variation of Rights*

The rights attached to any class of Share may, whether or not the Company is being wound up, be varied or abrogated with the consent in writing of the holders of 75 per cent. of the issued Shares of that class or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class. The provisions of the Articles of Association relating to general meetings shall apply to every such separate general meeting but the necessary quorum at any such meeting shall be two persons holding or representing by proxy at least one third of the issued Shares of the class in question. Any holder of Shares of the class in question present in person or by proxy may demand a poll.

(d) *Voting Rights of Shares*

Subject to disenfranchisement in the event of non-compliance with any notice requiring disclosure of the beneficial ownership of Shares, the Articles of Association provide that on a show of hands at a general meeting of the Company, at a meeting of holders of Shares in a particular Fund or at a meeting of holders of Shares of a particular class, every holder of Shares present in person or by proxy shall have one vote and on a poll every holder of Shares who is present in person or by proxy shall have one vote in respect of each whole Share held by him.

(e) *Change in Share Capital*

The Company may from time to time by ordinary resolution increase its capital, consolidate and divide its Shares into shares of larger amount or subdivide its Shares into shares of smaller amount or cancel any Shares not taken or agreed to be taken by any person. The Company may by special resolution from time to time reduce its share capital in any way permitted by law.

(f) *Directors' Interests*

A Director may hold any other office or place of profit under the Company in conjunction with his office of Director on such terms as to tenure of office, and otherwise as the Directors may determine.

No Director or intending Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company or in which the Company is interested, in which any Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established. A Director who is in any way, whether directly or indirectly, interested in such a contract or arrangement or proposed contract or arrangement with the Company shall declare the nature of his interest if his interest then exists, or in any other case at the first meeting of the Directors after he becomes so interested. A general notice given by a Director to the effect that he is a member of a specified company, society or firm and is to be regarded as interested in all transactions with such company, society or firm shall be a sufficient declaration of interest, and after such general notice it shall not be necessary to give any special notice relating to any subsequent transaction with such company or firm, provided that either the notice is given at a meeting of the Directors or the Director giving the notice takes reasonable steps to secure that it is brought up and read at the next meeting of the Directors after it is given.

Any Director may act by himself or through his firm or corporate entity in a professional capacity for the Company, and he or his firm or corporate entity shall be entitled to remuneration for professional services as if he were not a Director.

Any Director may continue to be or become a director, managing director, manager or other officer or member of any company promoted by the Company or in which the Company may be interested, and no such Director shall be accountable for any remuneration or other benefits received by him as a director, managing director, manager, or other officer or member of any such other company. The Directors may exercise the voting power conferred by the shares in any other company held or owned by the Company or exercisable by them as directors of such other company, in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of the directors, managing directors, managers or other officers of such company, or voting or providing for the payment of remuneration to directors, managing directors, managers or other officers of such company).

(g) *Borrowing Powers*

Subject to the UCITS Regulations, the Directors may exercise all of the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and assets both present and future and uncalled capital or any part thereof, and to issue debentures, debenture

stock or other securities, whether outright or as collateral security for any debt liability or obligation of the Company.

(h) *Retirement of Directors*

The Directors shall not be required to retire by rotation or by virtue of their attaining a certain age.

(i) *Transfer of Shares*

All transfers of Shares shall be effected by transfer in writing in any usual or common form or in any other form approved by the Directors but need not be under seal.

The Directors may decline to register any transfer of Shares in respect of which the Company has a lien or where the transfer would be in breach of the law or requirements mentioned in the Prospectus or the applicable Supplement. The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine provided always that such registration shall not be suspended for more than 30 days in any year.

The Directors may decline to register any transfer of Shares unless the instrument of transfer is deposited at the Company's registered office or such other place as the Directors may reasonably require and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer, and the instrument of transfer relates to Shares of one class only.

(j) *Dividends*

The Articles of Association permit the Directors to declare on the Shares or on any class of Shares such dividends, including interim dividends, as appear to the Directors to be justified. The Directors may, with the sanction of the Company in a general meeting, satisfy any dividend due to holders of the Shares, in whole or in part, by distributing to them in specie any of the assets of the Company and, in particular, any investments to which the Company is entitled provided that, where the share capital is divided into different classes of Shares, any such distributions to the holders of one class of Shares shall not materially prejudice the interests of the holders of the other classes of Shares. Alternatively, if a holder does not wish to receive a dividend by way of in specie distribution, it may require the Directors to realise such investments necessary in order to effect the relevant distribution.

Any dividend unclaimed after a period of twelve years from the date of declaration of such dividend shall be forfeited and shall revert to the relevant Fund.

(k) *Redemption of Shares*

If it shall come to the notice of the Directors that any Shares are owned directly or beneficially by any person in breach of any law or requirement of any country or governmental authority or by virtue of which such person is not qualified to hold such Shares or who belongs, or may belong to, or is comprised in, or may be comprised in, a class of persons designated by the Directors as above, the Directors may give notice to such person requiring him to transfer such Shares to a person who is qualified or entitled to own the same or to give a request in writing for the redemption of such Shares in accordance with paragraph (i) above. If any person upon whom such a notice is served does not within 30 days after such notice transfer his Shares to a person qualified to own the same or establish to the satisfaction of the Directors (whose judgement shall be final and binding) that he is qualified, entitled and permitted to own the Shares, he shall be deemed upon the expiration of 30 days to have given a request in writing for the redemption of all his Shares.

(l) *Winding Up*

The Articles contain provisions to the following effect:

- (i) If the Company shall be wound up, the liquidator shall apply the assets of the Company in such manner and order as he thinks fit in satisfaction of creditors' claims. 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 Funds as may be necessary in order that the effective burden of such creditors' claims may be shared between the holders of Shares of different classes in such proportions as the liquidator in his absolute discretion may think equitable provided always that, in doing so, the liquidator shall comply with, and be bound by, the segregated liability provisions contained in the Act and Article 21 of the Articles of Association.
- (ii) The assets available for distribution among the Shareholders shall then be applied in the following priority:
 - (a) first, in the payment to the holders of the Shares of each class of a sum in the currency in which that class is designated (or in any other currency selected by the liquidator) as nearly as possible equal (at a rate of exchange determined by the liquidator) to the Net Asset Value of the Shares of such class held by such holders respectively as at the date of commencement to wind up, provided that there are sufficient assets available in the relevant Fund to enable such payments to be made. In the event that, as regards any class of Shares, there are insufficient assets available in the relevant Fund to enable such payment to be made, no recourse shall be had to the assets within any of the other Funds;
 - (b) second, in the payment to the holders of the Subscriber Shares of sums up to the nominal amount paid thereon out of the assets of the Company not comprised within any of the Funds remaining after any recourse thereto under paragraph (ii)(a) above. In the event that there are insufficient assets as aforesaid to enable such payment in full to be made, no recourse shall be had to the assets comprised within any of the Funds;
 - (c) third, in the payment to the holders of each class of Shares of any balance then remaining in the relevant Fund, such payment being made in proportion to the number of Shares of that class held; and
 - (d) fourth, in the payment to the holders of the Shares of any balance then remaining and not comprised within any of the Funds, such payment being made in proportion to the number of Shares held.
- (iii) If the Company shall be wound up (whether the liquidation is voluntary, under supervision or by the court), then the liquidator may, with the authority of a special resolution and any other sanction required by the Companies Act 2014, divide among the members *in specie* the whole or any part of the assets of the Company, and whether or not the assets shall consist of property of a single kind and may for such purposes set such value as he deems fair upon any one or more class or classes of property, and may determine how such division shall be carried out as between the holders of different classes of Shares. The value of such assets will be the same amount that would be received by a member for settlement in cash. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of Shareholders as the liquidator, with the like authority, shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no holder shall be compelled to accept any assets in respect of which there is liability. For the avoidance of doubt, if the special resolution above is passed, each member is entitled to elect on a winding-up whether or not he wishes to receive a distribution in specie or a cash distribution made in accordance with the provisions of paragraph (ii) above. However, in the absence of a member electing to receive a distribution in specie on winding-up, such member shall receive a cash distribution payment in accordance with the provisions of paragraph (ii) above. Where the Company agrees to sell the assets, if requested by a Shareholder, the cost of such sale can be charged to the redeeming Shareholder.

Reports

The financial year-end of the Company is 31 December in each year. The annual report of the Company, incorporating audited financial statements in respect of each Fund, will be published within four months of the financial year end to which it relates. The financial statements of the Company will be maintained in Sterling.

Unaudited interim financial reports for the Company will be made up to 30 June each year and will be published within two months of the date on which such report is made up.

The annual and interim financial reports will be sent to all Shareholders and to the Central Bank upon publication. Where Shares of a Fund are admitted to the Official List and trading on the Main Securities Market of the Irish Stock Exchange, the annual and interim financial reports will also be sent to the Irish Stock Exchange upon publication.

The Company or the Administrator on behalf of the Company is required to deliver to the investors of the Company certain notices and documents from time to time, such as net asset value statements, notices of meetings and annual audited financial statements. The Company, or the Administrator on behalf of the Company, may in the future elect to deliver such notices and documents by e-mail to the address in the Company's records. When delivering documents by e-mail, the Company will generally distribute them as attachments to e-mails in Adobe's Portable Document Format (PDF) (Adobe Acrobat Reader software is available free of charge from Adobe's web site at www.adobe.com and the Reader software must correctly be installed on the investor's system before the investor will be able to view documents in PDF format). Investors who do not wish to receive such documents electronically, or who wish to change the method of notice, should elect to do so by notifying the Administrator in writing.

Inspection of Documents

Copies of the following documents are available for inspection and may be obtained, during normal business hours at the registered office of the Company:

- (i) this Prospectus (and any Supplement attached thereto);
- (iii) the Constitution of the Company and any instrument amending the aforesaid document;
- (iv) the KIID;
- (v) the most recently published annual or interim report;
- (v) the material contracts of the Company;
- (vi) the UCITS Regulations;
- (vii) the Central Bank UCITS Regulations; and
- (viii) a memorandum for each of the Directors detailing the names of all the companies and partnerships of which they have been a director or partner at any time in the last five years, together with an indication of whether or not they are still a director or partner.

Copies of the documents listed in (i), (ii) and (vi) above are available free of charge at the registered office of the Company.

For UK investors, copies of documents (i) to (iv) above will also be available for inspection and obtainable free of charge during normal business hours at the offices of the UK Facilities Agent.

APPENDIX I

INVESTMENT AND BORROWING RESTRICTIONS

Each Fund of the Company will be subject to the investment and borrowing restrictions that are set out in the UCITS Regulations and the Central Bank UCITS Regulations. Additional restrictions (if any) relevant to a Fund will be set out in the applicable Supplement.

1. Investments of the Company are confined to:

- (a) Transferable Securities and Money Market Instruments which are either admitted to official listing on a stock exchange in a Member State of the European Union or non-Member State of the European Union or which are dealt on a market which is regulated, operates regularly, is recognised and open to the public in a Member State of the European Union or non-Member State of the European Union;
- (b) recently issued Transferable Securities which will be admitted to official listing on a stock exchange or other market (as described above) within a year;
- (c) Money Market Instruments, other than those dealt on a regulated market;
- (d) units of UCITS;
- (e) units of AIFs;
- (f) deposits with credit institutions, and
- (g) financial derivative instruments (“**Financial Derivative Instruments**”).

2. Investment Restrictions

- (a) A Fund may invest no more than ten per cent. of its Net Asset Value in Transferable Securities and Money Market Instruments other than those referred to in paragraph 1.
- (b) Recently Issued Transferable Securities
 - (1) Subject to paragraph (2) a responsible person shall not invest any more than 10% of assets of a UCITS in securities of the type to which Regulation 68(1)(d) of the UCITS Regulations apply,
 - (2) Paragraph (1) does not apply to an investment by a responsible person in US Securities known as “Rule 144 A securities” provided that;
 - (i) the relevant securities have been issued with an undertaking to register the securities with the SEC within 1 year of issue;
 - (ii) the securities are not illiquid securities i.e. they may be realised by the Fund within 7 days at the price, or approximately at the price, which they are valued by the Fund.
- (c) A Fund may invest no more than ten per cent. of its Net Asset Value in Transferable Securities or Money Market Instruments issued by the same body provided that the total value of Transferable Securities and Money Market Instruments held in the issuing bodies in each of which it invests more than 5 per cent. is less than 40 per cent.
- (d) The limit of ten per cent. (in (c)) is raised to 25 per cent. in the case of bonds that are issued by a credit institution which has its registered office in a Member State of the

European Union and is subject by law to special public supervision designed to protect bond-holders. If a Fund invests more than five per cent. of its Net Asset Value in these bonds issued by one issuer, the total value of these investments may not exceed 80 per cent. of the Net Asset Value of the Fund.

- (e) The limit of ten per cent. (in (c)) is raised to 35 per cent. if the Transferable Securities or Money Market Instruments are issued or guaranteed by a Member State of the European Union or its local authorities or by a non-Member State of the European Union or public international body of which one or more Member States of the European Union are members.
- (f) The Transferable Securities and Money Market Instruments referred to in (d) and (e) shall not be taken into account for the purpose of applying the limit of 40 per cent. referred to in (c).
- (g) A Fund may not invest more than 20 per cent. of its Net Asset Value in deposits made with the same credit institution.

Deposits with any single credit institution, other than a credit institution specified in Regulation 7 of the Central Bank UCITS Regulations held as ancillary liquidity shall not exceed:

- (i) 10% of the Net Asset Value of the Fund; or
- (ii) where the deposit is made with the Depository, 20% of the Net Assets of the Fund.
- (h) The risk exposure of a Fund to a counterparty to an OTC derivative may not exceed five per cent. of its Net Asset Value.

This limit is raised to ten per cent. in the case of credit institutions authorised in the EEA or credit institutions authorised within a signatory state (other than an EEA Member State) to the Basle Capital Convergence Agreement of July 1988; or a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand.

- (i) Notwithstanding paragraphs (c), (g) and (h) above, a combination of the following issued by, or made or undertaken with, the same body may not exceed 20 per cent. of a fund's Net Asset Value:
 - (i) investments in Transferable Securities or Money Market Instruments; and/or
 - (ii) deposits; and/or
 - (iii) counterparty risk exposures arising from OTC derivatives transactions.
- (j) The limits referred to in (c), (d), (e), (g), (h) and (i) above may not be combined, so that exposure to a single body shall not exceed 35 per cent. of the relevant Fund's Net Asset Value.
- (k) Group companies are regarded as a single issuer for the purposes of (c), (d), (e), (g), (h) and (i). However, a limit of 20 per cent. of net assets may be applied to investment in Transferable Securities and Money Market Instruments within the same group.
- (l) A Fund may invest up to 100 per cent. of its Net Asset Value in different Transferable Securities and Money Market Instruments issued or guaranteed by any EU Member State, its local authorities, non-EU Member States or public international body of which one or more EU Member States are members.

The individual issuers will be drawn from the following list:

- OECD Governments (provided the relevant issues are investment grade);
- Government of the People’s Republic of China;
- Government of Singapore;
- Government of India (provided issuers are of investment grade);
- Government of Brazil (provided the issuers are of investment grade);
- European Investment Bank;
- European Bank for Reconstruction and Development;
- International Finance Corporation;
- International Monetary Fund;
- Euratom;
- The Asian Development Bank;
- European Central Bank;
- Council of Europe;
- Eurofima;
- African Development Bank;
- International Bank for Reconstruction and Development (The World Bank);
- The Inter American Development Bank;
- European Union;
- Federal National Mortgage Association (Fannie Mae);
- Federal Home Loan Mortgage Corporation (Freddie Mac);
- Government National Mortgage Association (Ginnie Mae);
- Student Loan Marketing Association (Sallie Mae);
- Federal Home Loan Bank;
- Federal Farm Credit Bank;
- Tennessee Valley Authority; and
- Straight-A Funding LLC.

A Fund must hold securities from at least six different issuers, with securities from any one issuer not exceeding 30 per cent. of its Net Asset Value.

3. Investment in Collective Investment Schemes (“CIS”)

- (a) A Fund may not invest, in aggregate, more than 10 per cent. of its Net Asset Value in CIS. Each CIS, in turn, must be prohibited from investing more than 10 per cent. of net assets in other open-ended CIS.
- (b) Investment in non-UCITS may not, in aggregate, exceed 30 per cent. of the Net Asset Value of the Fund.
- (c) When a Fund invests in the shares of other CIS that are managed, directly or by delegation, by the Investment Manager or by any other company with which the Investment Manager is linked by common management or control, or by a substantial direct or indirect holding of more than 10% of the voting rights or capital, that management company or other company may not charge subscription, conversion, investment management, administration, depositary, or redemption fees on account of the Funds investment in the shares of such other CIS.
- (d) Where by virtue of investment in the units of another CIS, a responsible person, or the Investment Manager or an investment advisor receives a commission on behalf of a Fund (including a rebated commission), the responsible person shall ensure that the relevant commission is paid into the property of the Fund.

4. Index Tracking Funds

- (a) A Fund may invest up to 20 per cent. of its Net Asset Value in shares and/or debt securities issued by the same body where the investment policy of the Fund is to replicate an index which satisfies the criteria set out in the Central Bank UCITS Regulations and is recognised by the Central Bank.

- (b) The limit in (a) may be raised to 35 per cent., and applied to a single issuer, where this is justified by exceptional market conditions.

5. General Provisions

- (a) An investment company, or management company acting in connection with all of the CIS it manages, may not acquire any shares carrying voting rights which would enable it to exercise significant influence over the management of an issuing body.
- (b) A Fund may acquire no more than:
 - (i) ten per cent. of the non-voting shares of any single issuing body;
 - (ii) ten per cent. of the debt securities of any single issuing body;
 - (iii) twenty five per cent. of the shares of any single CIS; or
 - (iv) ten per cent. of the Money Market Instruments of any single issuing body.

The limits laid down in (ii), (iii) and (iv) above may be disregarded at the time of acquisition if, at that time, the gross amount of the debt securities or of the Money Market Instruments, or the net amount of the securities in issue cannot be calculated.

- (c) Paragraphs 5(a) and 5(b) above shall not be applicable to:
 - (i) Transferable Securities and Money Market Instruments issued or guaranteed by an EU Member State or its local authorities;
 - (ii) Transferable Securities and Money Market Instruments issued or guaranteed by a non-EU Member State;
 - (iii) Transferable Securities and Money Market Instruments issued by public international bodies of which one or more EU Member States are members;
 - (iv) shares held by a Fund in the capital of a company incorporated in a non-EU Member State which invests its assets mainly in the securities of issuing bodies having their registered offices in that state, where under the legislation of that state such a holding represents the only way in which the Fund can invest in the securities of issuing bodies of that state. This waiver is applicable only if in its investment policies the company from the non-EU Member State complies with the limits laid down in 2(c) to 2(k), 3(a), 3(b), 5(a), 5(b), 5(d), 5(e) and 5(f), and provided that where these limits are exceeded, paragraphs 5(e) and 5(f) below are observed; or
 - (v) shares held by a Fund in the capital of subsidiary companies carrying on only the business of management, advice or marketing in the country where the subsidiary is located, in regard to the repurchase of shares at shareholders' request exclusively on their behalf.
- (d) Funds need not comply with the investment restrictions herein when exercising subscription rights attaching to Transferable Securities or Money Market Instruments which form part of their assets.
- (e) The Central Bank may allow recently authorised Funds to derogate from the provisions of 2(c) to 2(l), 3(a), 3(b) 4(a) and 4(b) for six months following the date of their authorisation, provided they observe the principle of risk spreading.
- (f) If the limits laid down herein are exceeded for reasons beyond the control of a Fund, or as a result of the exercise of subscription rights, the Fund must adopt as a priority objective for

its sales transactions the remedying of that situation, taking due account of the interests of its Shareholders.

- (g) The Investment Manager may not carry out uncovered sales of:
 - (i) Transferable Securities;
 - (ii) Money Market Instruments;
 - (iii) shares of CIS; or
 - (iv) financial derivative instruments.
- (h) A Fund may hold ancillary liquid assets.

6. Financial Derivative Instruments

Funds may invest in Financial Derivative Instruments dealt in over-the-counter markets provided that the following are adhered to:

- (a) The Fund's global exposure (as prescribed in the Central Bank UCITS Regulations) relating to Financial Derivative Instruments must not exceed its total Net Asset Value;
- (b) Position exposure to the underlying assets of the Financial Derivative Instruments, including embedded Financial Derivative Instruments in transferable securities or money market instruments, when combined where relevant with positions resulting from direct investments, does not exceed the investment limits set out in the UCITS. (This provision does not apply in the case of index based Financial Derivative Instruments provided the underlying index is one which meets with the criteria set out in the Central Bank UCITS Regulations);
- (c) The Fund may invest in Financial Derivative Instruments dealt in over-the-counter (OTC) provided that the counterparties to over-the-counter transactions (OTCs) are institutions subject to prudential supervision and belonging to categories approved by the Central Bank; and
- (d) Investments in Financial Derivative Instruments are subject to the conditions and limits laid down by the Central Bank.

7. Borrowing Restrictions

Each Fund may borrow amounts by way of short term loans not exceeding ten per cent. of its net assets provided that such borrowing is on a temporary basis.

APPENDIX II

LIST OF RECOGNISED MARKETS

With the exception of permitted investments in unlisted securities, the Company's investments will be restricted to securities listed or traded on exchanges and markets listed below. This list of Recognised Markets is in accordance with the regulatory criteria in the Central Bank UCITS Regulations. The Central Bank does not issue a list of approved markets:

- (a) all stock exchanges in a Member States of the European Union;
- (b) a stock exchange located within the US, Canada, Japan, Norway, Switzerland, Australia, New Zealand or Hong Kong;
- (c) any stock exchange included on the following list:-
 - Argentina - Bolsa de Comercio de Buenos Aires
 - Brazil - Bolsa de Valores de Sao Paulo and Bolsa de Valores de Rio de Janeiro
 - Chile - Bolsa de Comercio de Santiago and Bolsa Electronica de Chile
 - China - Shanghai Securities Exchange and Shenzhen Stock Exchange
 - India - Mumbai Stock Exchange and National Stock Exchange of India
 - Indonesia - Jakarta Stock Exchange and Surabaya Stock Exchange
 - Israel - Tel-Aviv Stock Exchange
 - Korea - Korea Exchange
 - Malaysia - Bursa Malaysia
 - Mexico - Bolsa Mexicana de Valores
 - Philippines - Philippine Stock Exchange
 - Singapore - Singapore Stock Exchange
 - South Africa - JSE Securities Exchange
 - Taiwan - Taiwan Stock Exchange
 - Thailand - Stock Exchange of Thailand
 - Turkey - Istanbul Stock Exchange
 - Vietnam - Vietnam Stock Exchange, Hanoi Stock Exchange and Ho Chi Minh City Securities Trading Center
- (d) the market organised by the members of the International Securities Market Association;
- (e) the market conducted by the "listed money market institutions" as described in the Financial Services Authority publication "The Regulation of Wholesale Cash and OTC Derivatives Markets": (The Grey Paper);
- (f) AIM - the Alternative Investment Market in the UK, currently regulated and operated by the London Stock Exchange;
- (g) the over-the-counter market in Japan regulated by the Securities Dealers Association of Japan;
- (h) NASDAQ in the US;
- (i) the market in US government securities conducted by primary dealers regulated by the Federal Reserve Bank of New York;
- (j) the over the counter market in the US regulated by the National Association of Securities Dealers Inc.;
- (k) the French market for "Titres de Créance Negotiable (over-the-counter market in negotiable debt instruments);

- (l) NASDAQ Europe is a recently formed market and the general level of liquidity may not compare favourable to that found on more established exchanges; and
- (m) the over-the-counter market in Canadian Government Bonds, regulated by the Investment Dealers Association of Canada.

These exchanges and markets are listed in the Articles of Association and in accordance with the requirements of the Central Bank, which does not issue a list of approved markets.

APPENDIX III

LIST OF SUB-CUSTODIANS

Country	Sub-Custodian
Argentina	CITIBANK NA Bartolome Mitre 530 1036 Buenos Aires SWIFT: CITIUS33ARR
Australia	HSBC Bank Australia Limited HSBC Centre, 580 George Street Sydney NSW 2000 SWIFT: HKBAAU2SSYD
Austria	BNP PARIBAS Securities Services Grueenburgweg 14 60322 Frankfurt am Main Germany SWIFT: PARBDEFFXXX
Bahrain	HSBC Bank Middle East, 1st Floor, Building No 2505, Road No 2832 Al Seef 428 Kingdom of Bahrain SWIFT: BBMEBHBX
Bangladesh	HSBC Bank Middle East, Anchor Tower, Floor 5: 1, Sonargaon Road, Dhaka SWIFT: HSBCBDDHXXX
Belgium	BP2S PARIS 9 rue du Débarcadère 93761 Pantin Cedex SWIFT: PARBFRPPXXX
Benin	BICI Bourse Tour BICICI 01 B.P 1298 Abidjan 01 Ivory Coast
Bermuda	BANK OF BERMUDA 6 Front Street Hamilton Bermuda HM11 SWIFT: BBDABMHMXXX
Bosnia Herzegovina	BANK AUSTRIA CREDITANSTALT AG Julius Tadler Platz 3 A1090 Vienna SWIFT: BKAUATWWXXX
Botswana	Standard Chartered Bank P.O. Box 496 Gaborone Botswana. SWIFT: SCHBBWGX
Brazil	Citibank DTVM SA Av.Paulista, 1111-12Floor Cerqueira Cesar Sao Paulo, SP – Brazil CEP: 01311-920 SWIFT: CITIUS33BRR
Bulgaria	BANK AUSTRIA CREDITANSTALT AG Julius Tadler Platz 3 A1090 Vienna SWIFT: BKAUATWWXXX

Country	Sub-Custodian
Burkin Faso	BICI Bourse Tour BICICI 01 B.P 1298 Abidjan 01 Ivory Coast
Canada	RBC Dexia Investor Services Royal Trust Tower 77 King St W, 12th Floor Toronto, Ontario M5W 1P9 SWIFT: ROYCCAT2XXX
Chile	BANCO DE CHILE Avenida Andres Bello 2687 Santiago SWIFT: CITIUS33SAN
China	HSBC SHANGHAI 34F/ HSBC TOWER 101 Yinchengearr road Pudong Shanghai 200120 SWIFT: HSBCCNSHXXX
China	HSBC SHENZHEN PO BOX 498 Shenzen 518002 SWIFT: HSBCCNSHSZN
Colombia	CITITRUST COLOMBIA SA Carrera 9-A N°99-02 Bogota SWIFT: CITIUS33COR
Costa Rica	BANCO BCT Edificio 55, Calle Central Avenidas Central y Primera Apartado 7698-1000 San José, Costa Rica CCIOCRSJXXX
Croatia	BANK AUSTRIA CREDITANSTALT AG Julius Tadler Platz 3 A1090 Vienna SWIFT: BKAUATWWXXX
Cyprus	BP2S ATHENS 94 Avenue Vassillis Sofias A&1 Kerasountos 11528 Athens SWIFT: PARBGRAXXXX
Czech Republic	UniCredit Bank Czech Republic a.s. Republic Revolucni 7 100 05 Praha SWIFT: BACXCZPPXXX
Denmark	NORDEA Helgeshoj Allé 33 DK-2630 Taastrup DENMARK SWIFT: NDEADKKKXXX
Ecuador	BANCO DE LA PRODUCCION (PRODUBANCO) Division Internacional Av. Amazonas N35-211 y Japon Quito - Ecuador
Egypt	Citibank, N.A. Egypt 4 Ahmed Pasha Street, Garden City, Cairo P.O Box 188 - Post Code 11511 SWIFT: CITIEGCM
Estonia	SEB Bank Tornimäe 2 - 15010 Tallinn - Estonia SWIFT: EEUHHE2XXX
Finland	SVENSKA HANDELSBANKEN, Institutional Custody Services, Aleksanterinkatu 11, FI-00100 Helsinki SWIFT: HANDFIHHCUS
France	BP2S PARIS 9 rue du Débarcadère 93761 Pantin Cedex SWIFT: PARBFRPPXXX
Germany	BP2S FRANKFURT Grüneburgweg 14 60322 Frankfurt am main SWIFT: PARBDEFFXXX
Ghana	Standard Chartered Bank P.O Box 768, 1st Floor, High Street Building, Accra.Ghana SWIFT: SCBLGHAC
Greece	BP2S ATHENS 94 Avenue Vassillis Sofias A&1 Kerasountos 11528 Athens SWIFT: PARBGRAXXXX

Country	Sub-Custodian
Guinea Bissau	BICI Bourse Tour BICICI 01 B.P 1298 Abidjan 01 Ivory Coast
Hong Kong	BP2S Hong Kong 23/F, PCCW Tower, Taikoo Place 979 King's Road Quarry Bay, Hong Kong SWIFT: PARBHKHXXX
Hungary	BP2S Hungary 20 Honved str. H-1055 Budapest SWIFT: PARBUHX
Iceland	GLINTIR Kirkjusundur 2 155 Reykjavik, ICELAND SWIFT: GLTISREXXX
India	HSBC Limited 18, Sudam Kalu Ahire Marg Worli, Mumbai 400 030 SWIFT: HSBCINBBXXX
India	BNP Paribas Mumbai French Bank Building, 62, Homji Street, Fort Mumbai 400 001 SWIFT: BNPAINBBBPS
Indonesia	HSBC JAKARTA World Trade Center JI Jendral Sudirman Kav 29-31 Jakarta SWIFT: HSBCIDJAXXX
Ireland	BP2S LONDON 55 Moorgate London EC2R 6PA SWIFT: PARBGB2LXXX
Israel	BANK HAPOALIM TEL AVIV BM 62 Yehuda Halevi Street Tel Aviv 65227 SWIFT: POALILTCBS
Italy	BP2S MILAN Via Ansperto 5 20123 Milano SWIFT: PARBITMMXXX
Ivory Coast	BICI Bourse Tour BICICI 01 B.P 1298 Abidjan 01 Ivory Coast
Japan	HSBC, 7th floor, HSBC building 11-1 Nihonbashi 3-chome Chuo-Ku Tokyo 103-0027 SWIFT: HSBCJPJTXXX
Jordan	HSBC AMMAN, Khaledi Bin Walid Street Jabel al Hussein PO BOX 925286 Amman 11110 SWIFT: BBMEJOAXXXX
Kazakhstan	HSBC KAZAKHSTAN 43 Dostyk Avenue, Almaty, 480050, Republic of Kazakhstan SWIFT: HSBCZKAXXX
Kenya	Standard Chartered Bank Mezzanine 3, Barclays Plaza, Loita Street, Po Box 40984 00100 GPO, Nairobi, SWIFT: SCBLKENX
Korea	HSBC SEOUL 25 1KA Bongrae Dong, Chung-Ku PO BOX 6910 Seoul SWIFT: HSBCRSEXXX
Kuwait	HSBC Bank Middle East Limited Kharafi Tower, Qibla Area Osama Bin Munkez Street P.O. Box 1683, Safat 13017 Kuwait SWIFT: HBMEKWKW
Latvia	SEB Banka Meistaru 1, SEB Finansu centrs, Valdlauči, Kekavas pag. Kekavas nov., LV-1076 Latvia SWIFT: UNLALV2XXXX
Lebanon	HSBC BANK MIDDLE EAST - BEIRUT Custody and Clearing Riad El Solh BEIRUT 1107 2080 SWIFT: BBMELBXXXX
Lithuania	SEB Bankas Gedimino av. 12 LT 01103 Vilnius Lithuania

Country	Sub-Custodian
	<i>SWIFT: CBVILT2XXXX</i>
Luxembourg	BP2S LUXEMBURG 10a Bd Royal BP51 Luxembourg SWIFT: PARBLULLXXX
Malaysia	HSBC Bank Malaysia Berhad Custody and Clearing No. 2, Leboh Ampang 50100 Kuala Lumpur SWIFT: HBMBMYKLXXX
Mali	BICI Bourse Tour BICICI 01 B.P 1298 Abidjan 01 Ivory Coast
Malta	HSBC BANK MALTA PLC 233, Republic Street, Valletta VLT 05 SWIFT: MMEBMTMTXXX
Mauritius	HSBC MAURITIUS 5th floor Cascades Build Edith Cavell Street Port Louis SWIFT: HSBCMUMUOBU
Mexico	BANCO SANTANDER SERFIN SA Prol. Paseo de la Reforma No. 500 Módulo 102 Col. Lomas de Sta. Fé México, D.F. 01210 SWIFT: BMSXMXMSSS
Morocco	BANQUE MAROCAINE POUR LE COMMERCE ET L'INDUSTRIE 26 Place des Nations Unies 20000 Casablanca MAROC SWIFT: BMCIMAMCXXX
Namibia	STANDARD BANK OF SOUTH AFRICA 5 Simmons Street Johannesburg 2001 PO BOX 61344 Marshall Town 2107 SWIFT: SBZAZAJJXXX
Netherlands	BP2S PARIS 9 rue du Débarcadère 93761 Pantin Cedex SWIFT: PARBFRPPXXX
New Zealand	HSBC Limited HSBC House, Level 9, 1 Queen Street, Auckland SWIFT: HSBCNZ2A
Niger	BICI Bourse Tour BICICI 01 B.P 1298 Abidjan 01 Ivory Coast
Nigeria	Standard Chartered Bank Units 6A and 6B, 6th Floor Raffles Tower, Lot 19, Cybercity Ebene, Mauritius SWIFT: SCBLMUMU
Norway	NORDEA Postboks 1166 Sentrum NO-0107 OSLO NORWAY SWIFT: NDEANOKKXXX
Oman	HSBC Bank Middle East Limited Muscat Sultanate of Oman SWIFT: HBMEKWKW
Pakistan	CITIBANK N.A. Ground Floor, AWT Plaza, I.I. Chundrigar Road Karachi 74200 Pakistan SWIFT address: CITIPKXX
Peru	Citibank NA AV Camino Real, 456 Torre Real San Isidro Lima 27 SWIFT: CITIUS33LIM
Philippines	HSBC MANILA PO BOX 1299 Makati Central Post Office Metro Manila SWIFT: HSBCPHMMXXX
Poland	BP2S Poland PL. Pilsudskiego 1 00-078 Warsaw Poland SWIFT: PARBPLP
Portugal	BP2S PARIS 9 rue du Débarcadère 93761 Pantin Cedex SWIFT: PARBFRPPPTC

Country	Sub-Custodian
Qatar	HSBC Bank Middle East Limited Doha Main branch P O Box 57, 810, Abdulla bin Jassim Street, Doha SWIFT: BBMEQAQX
Romania	BANK AUSTRIA CREDITANSTALT AG Julius Tadler Platz 3 A1090 Vienna SWIFT: BKAUATWWXXX
Russia	ZAO Citibank 8-10 Gasheka st., Moscow 125047 Russia SWIFT: CITIRUMXXX
Saudi Arabia	Saudi Arabia British Bank P.O.BOX 9084 RIYADH 11413 BIC Code: SABBSARI
Senegal	BICI Bourse Tour BICICI 01 B.P 1298 Abidjan 01 Ivory Coast
Serbia	BANK AUSTRIA CREDITANSTALT AG Julius Tadler Platz 3 A1090 Vienna SWIFT: BKAUATWWXXX
Singapore	BNP PARIBAS Securities Services 20 Collyer Quay, Tung Centre #11-01 Singapore 049319 SWIFT: PARBSGSGXXX
Slovakia	UNICREDIT BANK AUSTRIA Julius Tadler Platz 3 A1090 Vienna SWIFT: BKAUATWWXXX
Slovenia	UNICREDIT BANK AUSTRIA Julius Tadler Platz 3 A1090 Vienna SWIFT: BKAUATWWXXX
South Africa	STANDARD BANK OF SOUTH AFRICA 5 Simmons Street Johannesburg 2001 PO BOX 61344 Marshall Town 2107 SWIFT: SBZAJJXXX
Spain	BP2S MADRID Edificio AGF - Paseo Castellana 33 28046 Madrid SWIFT: PARBESMXXX
Sri Lanka	HSBC COLOMBO 24 Sir Baron Jayatilaka Mawatha Colombo Swift: HSBCLKLXXX
Swaziland	STANDARD BANK OF SOUTH AFRICA 5 Simmons Street Johannesburg 2001 PO BOX 61344 Marshall Town 2107 SWIFT: SBZAJJXXX
Sweden	Danske Bank Norrmalmstorg 1 Box 7523 SE-103 92 Stockholm SWIFT: DABADKKKUS
Switzerland	BP2S ZURICH Selnaustrasse 16 P.O. Box 2119 CH-8022 Zurich SWIFT: PARBCHZZXXX
Taiwan	HSBC Limited 17th Floor No.3-1 Yuan Qu Street 115 Taipei SWIFT: HSBCTWTPXXX
Thailand	HSBC BANGKOK 3/F Silom Road Bangkok 10500 SWIFT: HSBCTHBKXXX
Togo	BICI Bourse Tour BICICI 01 B.P 1298 Abidjan 01 Ivory Coast
Tunisia	BANQUE INTERNATIONALE ARABE DE TUNISIE 70-72 Avenue Habib Bourguiba 1080 Tunis cedex SWIFT: BIATNTTXXX
Turkey	TEB Securities Services Meclis-iMebusan Cad N°47 CBS Is Han Findikli

Country	Sub-Custodian
	Beyoglu-Istanbul 34427 SWIFT: TEBUTRIS930
Uganda	BARCLAYS SECURITIES SERVICES 3 rd Floor, Altima Building, 56 Ebene City, Ebene Mauritius SWIFT: BARCMUMUOBU
Ukraine	UniCredit Bank Ltd Julius Tadler Platz 3 A1090 Vienna SWIFT: BKAUATWWXXX
United Arab Emirates	HSBC Bank Middle East Ltd Level 4 - precinct building 4 Gate distric PO Box 506553 Dubai SWIFT: BBMEAEAD
United Kingdom	BP2S LONDON 55 Moorgate London EC2R 6PA SWIFT PARBGB2LXXX
United States	BROWN BROTHERS HARRIMAN & CO (BBH) 140 Broadway New York, NY 10005-1101, USA SWIFT: BBHCUS33XXX
Uruguay	Banco Itaù Zabala 1463 Casilla de Correo 90 Montevideo Uruguay SWIFT: ITAUUYMMXXX
Venezuela	CITIBANK NA Carmelitas a Altigracia PO BOX 1289 Caracas 1010 SWIFT: CITIUS33VEC
Vietnam	HSBC The Metropolitan: 235, Dong Khoi Street District 1, Ho Chi Minh City SWIFT: HSBCVNXXXX
Zambia	Standard Chartered Bank Plc 1st Floor, Standard House , Cairo Road , Lusaka , Zambia SWIFT: SCBLZMLX
Zimbabwe	Standard Chartered Bank Plc Anchor House Jason Moyo Avenue Harare SWIFT: SCBLZWHX

**IMPAX FUNDS (IRELAND) PLC
(the "Company")**

An open-ended investment company with variable capital authorised pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011, as amended

ADDENDUM TO THE PROSPECTUS

4 January 2018

This addendum to the prospectus (the "Addendum") forms part of the prospectus for the Company dated 3 October 2016 (the "Prospectus"). The Company is an umbrella fund with segregated liability between sub-funds authorised pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011, as amended, as an open-ended investment company with variable capital by the Central Bank of Ireland.

The information contained in this Addendum should be read in the context of, and together with, the information contained in the Prospectus.

Words and expressions defined in the Prospectus shall, unless the context otherwise requires, have the same meaning when used in this Addendum.

The Directors of the Company whose names appear under the section of the Prospectus entitled "Management and Administration", accept responsibility for the information contained in this Addendum. The Directors of the Company have taken all reasonable care to ensure that the information contained in this Addendum is in accordance with the facts, is true and accurate in all material respects and that there are no other material facts the omission of which would make misleading any statement herein, whether of fact or of opinion.

DIRECTORY

The address for the Investment Manager and UK Facilities Agent, Impax Asset Management Limited shall be deleted and replaced with the following:

Impax Asset Management Limited
7th floor,
30 Panton Street,
London SW1Y 4AJ
United Kingdom

MANAGEMENT AND ADMINISTRATION

With effect from the date of this Addendum under the Section of the Prospectus entitled "Management and Administration" the sections entitled "Commission Sharing Arrangements" and "Cash Commission/ Rebates and Fee Sharing" shall be deleted.

FEES AND EXPENSES

With effect from the date of this Addendum, under the Section of the Prospectus entitled "Fees and Expenses - Other Expenses" the following language shall be included:

“(xvi) All properly vouched expenses incurred relating to research provided to any Investment Manager in relation to the services provided in respect of the Company or a Fund.”

Impax Funds (Ireland) plc

(the “Company”)

An open-ended investment company with variable capital incorporated in Ireland with registered number 393658 established as an umbrella fund with segregated liability between sub-funds.

Impax Environmental Markets (Ireland) Fund

(the “Fund”)

SUPPLEMENT TO PROSPECTUS

25 April 2018

This Supplement supersedes the Supplement dated 3 October 2016. Impax Environmental Markets (Ireland) Fund is a Fund of Impax Funds (Ireland) plc, an investment company with variable capital established pursuant to the UCITS Regulations as an umbrella fund with segregated liability between sub-funds in which different Funds may be created from time to time. Nine classes of Shares in the Fund are offered through this Supplement, the Sterling 'A' Shares, the Euro 'A' Shares, the US Dollar 'A' Shares, the Sterling 'B' Shares, the Euro 'B' Shares, the US Dollar 'B' Shares, the Sterling "M" Shares, the Sterling 'X' Shares and the Sterling 'X' Distribution Shares.

The Sterling 'A' Shares and the Sterling 'B' Shares were admitted to listing on the Official List and trading on the Main Securities Market of Euronext Dublin on 9 December 2004. The Euro 'A' Shares were admitted to listing on the Official List and trading on the Main Securities Market of Euronext Dublin on 16 December 2004. The Euro 'B' Shares were admitted to listing on the Official List and trading on the Main Securities Market of Euronext Dublin on 7 December 2005. The US Dollar 'A' Shares were admitted to listing on the Official List and trading on the Main Securities Market of Euronext Dublin on 7 January 2005. The US Dollar 'B' Shares were admitted to listing on the Official List and trading on the Main Securities Market of Euronext Dublin on 30 November 2005. The Sterling 'X' Shares were admitted to listing on the Official List and trading on the Main Securities Market of Euronext Dublin on 6 September 2016. The Directors do not anticipate that an active secondary market will develop in these Shares. No application has been made for the Shares to be listed on any other stock exchange.

Neither the admission of the Shares to the Official List and trading on the Main Securities Market of Euronext Dublin nor the approval of the Listing Particulars pursuant to the listing requirements of Euronext Dublin shall constitute a warranty or representation by Euronext Dublin as to the competence of service providers to or any other party connected with the Company, the adequacy of information contained in the Prospectus or the suitability of the Company for investment purposes.

A description of Impax Funds (Ireland) plc, its management and administration, taxation and risk factors is contained in the Prospectus.

This Supplement relates to Impax Environmental Markets (Ireland) Fund.

This Supplement forms part of the Prospectus and the information contained in this Supplement should be read in the context of, and together with, the information contained in the Prospectus, and distribution of this Supplement is not authorised unless accompanied by or supplied in conjunction with a copy of the Prospectus.

The Directors of the Company, whose names appear on page (iii) of the Prospectus, accept responsibility for the information contained in this Supplement. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Company currently has four other sub-funds, namely, Impax Asian Environmental Markets (Ireland) Fund, Impax Food and Agriculture Fund, Impax Global Equity Opportunities Fund and Impax Environmental Leaders (Ireland) Fund.

Unless otherwise stated, all capitalised terms shall have the same meaning herein as in the Prospectus.

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SECTION 1: GENERAL

DEFINITIONS

The following definitions apply throughout this Supplement unless the context requires otherwise:

“Accumulation Share Classes”	means the Sterling ‘A’ Shares, the Euro ‘A’ Shares, the U.S. Dollar ‘A’ Shares, the Sterling ‘B’ Shares, the Euro ‘B’ Shares, the U.S. Dollar ‘B’ Shares, the Sterling ‘M’ Shares and the Sterling ‘X’ Shares, in respect of which it is proposed not to pay dividends;
“Distribution Share Classes”	means the Sterling ‘X’ Distribution Shares, in respect of which it is proposed to pay dividends;
“Euro ‘A’ Shares”	means the class of Shares in the Fund, which are denominated in Euro and which are intended for purchase primarily by institutions or individuals who can invest at least the Euro equivalent of £500,000 in the Fund (or such other amount as the Directors may in their absolute discretion determine);
“Euro ‘B’ Shares”	means the class of Shares in the Fund, which are denominated in Euro and which are intended for purchase by investors who can invest at least the Euro equivalent of £1,000 in the Fund (or such other amount as the Directors may in their absolute discretion determine);
“Euronext Dublin”	means the Irish Stock Exchange plc trading as Euronext Dublin;
“Fund”	means Impax Environmental Markets (Ireland) Fund comprising nine classes of Shares, the Sterling ‘A’ Shares, the Euro ‘A’ Shares, the US Dollar ‘A’ Shares, the Sterling ‘B’ Shares, the Euro ‘B’ Shares, the US Dollar ‘B’ Shares, the Sterling ‘M’ Shares, the Sterling ‘X’ Shares and the Sterling ‘X’ Distribution Shares;
“Prospectus”	means the prospectus of the Company dated 3 October 2016 and all relevant supplements and revisions thereto;
“Redemption Date”	means every Business Day;
“Shares”	means the Sterling ‘A’ Shares, the Euro ‘A’ Shares, the US Dollar ‘A’ Shares, the Sterling ‘B’ Shares, the Euro ‘B’ Shares, the US Dollar ‘B’ Shares, the Sterling ‘M’ Shares, the Sterling ‘X’ Shares and the Sterling ‘X’ Distribution Shares;
“Sterling ‘A’ Shares”	means the class of Shares in the Fund, which are denominated in Sterling and which are intended for purchase primarily by institutions or individuals who can invest at least £500,000 in

	the Fund (or such other amount as the Directors may in their absolute discretion determine);
“Sterling ‘B’ Shares”	means the class of Shares in the Fund, which are denominated in Sterling and which are intended for purchase by investors who can invest at least £1,000 in the Fund (or such other amount as the Directors may in their absolute discretion determine);
“Sterling ‘M’ Shares”	means the Sterling ‘M’ Shares in the Fund, which are denominated in Sterling and which are available for purchase by the Investment Manager, its affiliates and employees of the Investment Manager or its affiliates only;
“Sterling ‘X’ Shares”	means the class of Shares in the Fund, which are denominated in Sterling and which are intended for purchase primarily by institutions or individuals who can invest at least £1,000,000 in the Fund (or such other amount as the Directors may in their absolute discretion determine), and in respect of which it is proposed not to pay dividends;
“Sterling ‘X’ Distribution Shares”	means the class of Shares in the Fund, which are denominated in Sterling and which are intended for purchase primarily by institutions or individuals who can invest at least £1,000,000 in the Fund (or such other amount as the Directors may in their absolute discretion determine), and in respect of which it is proposed to pay dividends;
“Subscription Date”	means every Business Day;
“Supplement”	means this supplement;
“US Dollar ‘A’ Shares”	means the class of Shares in the Fund, which are denominated in US Dollar and which are intended for purchase primarily by institutions or individuals who can invest at least the US Dollar equivalent of £500,000 in the Fund (or such other amount as the Directors may in their absolute discretion determine);
“US Dollar ‘B’ Shares”	means the class of Shares in the Fund, which are denominated in US Dollar and which are intended for purchase by investors who can invest at least the US Dollar equivalent of £1,000 in the Fund (or such other amount as the Directors may in their absolute discretion determine);
“Valuation Date”	means every Business Day; and
“Valuation Point”	means 11.59 p.m. Irish time on the relevant Valuation Date.

The Fund

This Supplement is issued in connection with the offer of the Impax Environmental Markets (Ireland) Fund which has nine classes of Shares, namely the Sterling 'A' Shares, the Euro 'A' Shares, the US Dollar 'A' Shares, the Sterling 'B' Shares, the Euro 'B' Shares, the US Dollar 'B' Shares, the Sterling 'M' Shares, the Sterling 'X' Shares and the Sterling 'X' Distribution Shares. The Directors of the Company may create new classes of Shares in the Fund from time to time, provided that the creation of any such new class of Shares is notified in advance to the Central Bank. A separate pool of assets will not be maintained for each class of Shares.

The Fund is denominated in Sterling.

Investment Objective

The Fund aims to enable investors to benefit from the growth anticipated in resource efficiency and environmental markets.

Investment Policy

The Investment Manager will pursue the Investment Objective by ensuring that investments will be made predominantly in quoted companies which provide, utilise, implement or advise upon technology-based systems, products or services in environmental markets, particularly those of alternative energy and energy efficiency, water infrastructure & technologies, pollution control, waste management & technology, environmental support services and food, agriculture and forestry. ("Environmental Markets Companies").

Environmental Markets Portfolio

The Investment Manager will invest the assets of the Fund in accordance with the Investment Objective and subject to the investment restrictions described in Appendix I of the Prospectus. The portfolio will predominantly comprise companies in environmental markets the shares of which are quoted on Recognised Markets. The Fund may also invest from time to time in such companies which are not quoted but which are regarded as candidates for flotation, provided such investments do not exceed ten per cent. of the Fund's Net Asset Value (excluding borrowings). As part of any investment in pre-IPO companies, the Fund may be issued with warrants. The Fund may not invest more than 5% of its Net Asset Value in warrants.

Environmental markets have developed as a result of three principal factors: governmental policies to liberalise basic service industries; legislation designed to reduce or reverse environmental damage; and falling costs of technology. These three factors have created demand from global utilities, multinationals, government agencies and individuals for new technologies and infrastructure solutions. In addition, there has been considerable corporate activity in the sector which has created shareholder value either through consolidation of companies emerging in the new sectors or acquisitions by large multinationals that have identified environmental markets as an important strategic sector.

Investment and Borrowing Restrictions

The Fund is subject to the investment and borrowing restrictions as set out in Appendix I of the Prospectus. It is not the current intention of the Fund to invest in Collective Investment Schemes or Financial Derivative Instruments (for either investment purposes or for the purposes of efficient portfolio management) or that forward foreign exchange contracts will be used for any reason.

In the event that the Fund decides to invest in Financial Derivative Instruments (for either investment purposes or for the purposes of efficient portfolio management), Shareholder approval will first be sought. In addition, as the Fund may hold warrants from time to time as part of its investment in pre-IPO companies, the Investment Manager will employ a risk management process which will enable it to monitor and measure the risks attached to warrants, and details of this process will be provided to the Financial Regulator. The Investment Manager will not utilise derivative positions which have not been included in the risk management process until such time as a revised risk management process has been submitted and approved by the Central Bank. The Investment Manager will provide on request to

Shareholders supplementary information relating to the risk management methods employed by the Investment Manager including the quantitative limits that are applied and any recent developments in the risk and yield characteristics of the main categories of investments of a Fund.

Dividend Policy

Accumulation Shares

The Directors do not anticipate paying a dividend in respect of the Shares of the Accumulation Share Classes. All income and profits earned by the Fund attributable to the Accumulation Share Classes will accrue to the benefit of those classes of Shares and will be reflected in the Net Asset Value attributable to the relevant classes of Shares.

Distribution Shares

The Directors intend to make a semi-annual distribution to Shareholders in the Distribution Share Classes of the income of the Fund attributable to such Distribution Share Classes. Income for these purposes shall consist of net income (income less expenses) attributable to the Distribution Share Classes of the Fund.

In any such event, the Distribution Share Classes will go "ex-dividend" on the first Business Day following the year end and half-year end in respect of which a dividend is being declared. Accordingly, any investment in a Distribution Share Class following this date will not obtain the benefit of the dividend payment in respect of the previous period. The final dividend will be payable to Shareholders in the Distribution Share Classes as recorded on the share register at the close of business on 31 December of that year, and will be paid on or before 30 April of the following year. The interim dividend will be payable to Shareholders in the Distribution Share Classes on 30 June each year, and will be paid on or before 31 October in that year. In the event that any of the above dates is not a Business Day, the relevant date will be the next immediately following Business Day.

Unless a Shareholder in the Distribution Share Classes elects otherwise, any distributions will be paid in cash to the account specified by Shareholders on the application form. Shareholders may write to the Administrator to elect for their distribution to be applied in the purchase of further Shares of the relevant Distribution Share Classes (or fractions thereof) as applicable. Shareholders must submit such an election in original form signed by an appropriate authorised signatory of the Shareholder account.

Any dividend unclaimed after 12 years from the date it first becomes payable shall be forfeited automatically and will revert to the Fund without the necessity for any declaration or other action by the Directors, the Fund or the Investment Manager

Risk Factors

Investors' attention is drawn to the risk factors set out in the Prospectus and to the following additional risk factors.

- Governmental liberalisation of basic services and increased environmental legislation may not occur at the anticipated rate.
- The costs of technology in environmental markets may not continue to fall or may not maintain price competitiveness.
- The Fund's portfolio will include a number of relatively newly established companies and companies whose future is dependent on widespread adoption of their products and services.
- Many of the Fund's investments will be denominated in currencies other than the currency of the Share class purchased by the investor and, therefore, the Net Asset Value of the Fund may be affected by currency movements.
- The valuations of companies in environmental markets may remain at current levels or may fall.

Taxation

Any change in the Fund's tax status or in taxation legislation could affect the value of the investments held by the Fund and could affect the return to investors. Potential investors and Shareholders should note that the statements on taxation, which are set out herein are based on advice which has been received by the Directors regarding the law and practice in force in the relevant jurisdiction as at the date of this Supplement. As is the case with any investment, there can be no guarantee that the tax position or proposed tax position prevailing at the time an investment is made in the Fund will endure indefinitely. The attention of potential investors is drawn to the tax risk associated with investing in the Fund. See sections headed 'Taxation – United Kingdom' and 'Taxation- Ireland' in the Prospectus.

Subscriptions

Monies subscribed for each class should be in the denominated currency of the relevant share class. Foreign currency subscribed will be converted to the denominated currency of the relevant share class at the rate (whether official or otherwise) which the Administrator deems appropriate in the circumstances.

Shares will be available for subscription at the Net Asset Value on each Subscription Date. Applicants must subscribe the relevant Minimum Subscription (in the case of an applicant's first subscription into the Fund) or in the case of a Shareholder applying for further Shares, the Minimum Subsequent Subscription as set out herein.

The completed application form must be received by the Administrator no later than 5.00pm (Dublin time) on the relevant Subscription Date. The application form should be sent to the Administrator by post, delivery or fax or other electronic means as provided by the Administrator, (with the original form and supporting documentation in relation to anti-money laundering checks to follow soon after). Subscription monies must be received within three Business Days immediately following the relevant Subscription Date.

Application forms not received by 5.00pm (Dublin time) on the relevant Subscription Date or incorrectly completed application forms shall, subject to the discretion of the Directors, be held over and applied on the next following Subscription Date or until such time as a properly completed application form is received by the Administrator on the date on which it is processed. The Directors may, in their discretion, waive this deadline either generally or in relation to any specific subscription in exceptional circumstances only, provided that applications are received prior to the Valuation Point for that particular day.

Redemptions

Shares will be redeemable at the option of the Shareholder on each Redemption Date except in the circumstances described herein and in the Prospectus. Following the relevant Closing Date, Shares may be redeemed at the Net Asset Value on each Redemption Date. Requests for redemption may be made by post, delivery, fax or other electronic means as provided by the Administrator, to the Administrator on a completed redemption request (which is available on request from the Administrator or the UK Facilities Agent) so as to be received by no later than 5.00pm (Dublin time) on the relevant Redemption Date on which the Shares are to be redeemed. Shares will be redeemed at the Net Asset Value as calculated on the relevant Redemption Date. The Directors may, in their discretion, waive this deadline either generally or in relation to any specific redemption in exceptional circumstances only, provided that applications are received prior to the Valuation Point for that particular day.

Redemption request forms not received by this time shall be held over and applied on the next following Redemption Date. Subject to the discretion of the Directors, a request for a partial redemption of Shares will be refused, or the holding may be redeemed in its entirety, if, as a result of such partial redemption, the aggregate Net Asset Value of the Shares maintained by the Shareholder would be less than the Minimum Holding specified in the relevant section herein.

Settlement for redemptions will normally be made by telegraphic transfer or other form of bank transfer to the bank account of the Shareholder specified in the application form (at the Shareholder's

risk) within three Business Days of the Redemption Date on which the redemption request has been processed. No payments to third parties will be effected.

Redemption proceeds will not be paid where an original application form has not been previously received from the investor. No redemption payment may be made from that holding until the original application form has been received from the Shareholder and all documentation required by the Administrator including any documents in connection with anti-money laundering procedures have been received. Any amendments to an investor's registration details and payment instructions can only be effected upon receipt of original documentation. Redemption requests will only be processed on receipt of faxed instructions where payment is made to a bank account of record.

As set out in the Prospectus, the Directors also reserve the right to the compulsory redemption of all Shares held by Shareholder if the aggregate Net Asset Value of the Shares held by the Shareholder is less than the Minimum Holding specified herein. Prior to any compulsory redemption of Shares, the Administrator will notify the Shareholders in writing and allow such Shareholder thirty days to purchase additional Shares to meet this minimum requirement.

Establishment Expenses

The fees and expenses incurred in connection with the establishment of the Fund, the costs incurred in connection with obtaining a listing for the Shares of the Fund on Euronext Dublin, the preparation and publication of the Prospectus and all legal costs and out-of-pocket expenses related thereto did not exceed €120,000. Such expenses were amortised on a straight-line basis in the accounts of the Company over the first 60 months of the Fund's operations. While this is not in accordance with applicable accounting standards generally accepted in Ireland and the United Kingdom, and may result in the audit opinion on the annual report being qualified in this regard, the Directors believe that such amortisation would be fair and equitable to investors.

The expenses incurred in connection with the establishment of the Company are as set out in the section headed Fees and Expenses in the Prospectus. As the Fund is the initial fund established by the Company, all of these fees and expenses are initially being borne by the Fund. Any Funds of the Company which may be established at a later date may, at the absolute discretion of the Directors, be allocated such portion of the formation expenses of the Company as the Directors consider to be fair in the circumstances.

Administration Fee

The Administrator will be entitled to an annual fee payable by the Fund of an amount not exceeding 0.04% of the Net Asset Value of the Fund (plus VAT, if any). The Administrator is entitled to receive a minimum annual fee of £24,000. Such fees will be accrued daily and are payable monthly in arrears. The Administrator will also be entitled to the payment of fees for acting as Registrar and Transfer Agent and transaction charges (which are charged at normal commercial rates), which are based on transactions undertaken by the Fund, the number of subscriptions, redemptions, exchanges and transfer of Shares processed by the Administrator and time spent on company shareholder servicing duties and to the reimbursement of operating expenses. The Administrator shall also be entitled to be repaid for all its out-of-pocket expenses incurred on behalf of the Fund, which shall include reasonable legal fees (agreed by the Investment Manager), courier fees, telecommunications and expenses.

Depositary Fee

The Depositary shall be entitled to receive out of the net assets of the Fund an annual fee accrued and calculated on each Dealing Day and payable monthly in arrears at an annual rate of 0.0175% of the Net Asset Value of the Fund (plus VAT thereon, if any) subject to an annual minimum fee of €20,000. The Depositary is also entitled to safekeeping fees, including sub-custodian's fees (which will be charged at normal commercial rates) as well as agreed upon transaction charges (which will be at normal commercial rates) and other out-of-pocket expenses out of the assets of the Fund (plus VAT thereon, if any).

Further charges and expenses of the Fund are set out in the "Fees and Expenses" section of the Prospectus on page 16. The charges and expenses apply to the Fund, save as set out herein.

SECTION 2: STERLING ‘A’ SHARES

Definitions

The following definitions apply throughout this section of the Supplement unless the context requires otherwise:

“Minimum Holding”	means, in relation to the Sterling ‘A’ Shares, a minimum holding of £50,000 or such lesser amount as may be agreed by the Directors;
“Minimum Subscription”	means, in relation to the Sterling ‘A’ Shares, a minimum subscription of £500,000 or such lesser amount as may be agreed by the Directors; and
“Minimum Subsequent Subscription”	means, in relation to Sterling ‘A’ Shares, the Minimum Subsequent Subscription of £50,000 or such lesser amount as may be agreed by the Directors.

Offer

Shares may be subscribed for in the manner set out in Section I herein. Investors, in the case of an initial subscription into the Fund, must subscribe for at least the Minimum Subscription amount and existing Shareholders will be required to subscribe for at least the Minimum Subsequent Subscription amount.

Where the amount subscribed for Sterling ‘A’ Shares is not equivalent to an exact number of Sterling ‘A’ Shares, fractions of Sterling ‘A’ Shares may be issued rounded to the third decimal place.

Except in the event of unusual trading activity (i.e. in the case of continuous net subscriptions or net redemptions), it is not the intention of the Directors to levy a charge on subscriptions or redemptions to cover charges, duties and other costs involved in buying or selling investments in the underlying investments of the Fund.

Investment Management Fee

Under the provisions of the Investment Management Agreement, the Fund will pay the Investment Manager a fee of one per cent. per annum of the Net Asset Value of the Sterling ‘A’ Shares as of the relevant Valuation Date. The investment management fee will accrue daily and will be payable monthly in arrears (and pro rata for lesser periods). The Company will pay all out-of-pocket expenses incurred by the Investment Manager (including VAT thereon). Such out-of-pocket expenses may include transaction charges provided that they are charged at normal commercial rates and incurred by the Investment Manager in the performance of its duties under the Investment Management Agreement.

SECTION 3: EURO 'A' SHARES

Definitions

The following definitions apply throughout this section of the Supplement unless the context requires otherwise:

“Minimum Holding”	means, in relation to the Euro ‘A’ Shares, a minimum holding of the Euro equivalent of £50,000 or such lesser amount as may be agreed by the Directors;
“Minimum Subscription”	means, in relation to the Euro ‘A’ Shares, a minimum subscription of the Euro equivalent of £500,000 or such lesser amount as may be agreed by the Directors; and
“Minimum Subsequent Subscription”	means, in relation to the Euro ‘A’ Shares, the Minimum Subsequent Subscription of the Euro equivalent of £50,000 or such lesser amount as may be agreed by the Directors.

Offer

Shares may be subscribed for in the manner set out in Section I herein. Investors, in the case of an initial subscription into the Fund, must subscribe for at least the Minimum Subscription amount and existing Shareholders will be required to subscribe for at least the Minimum Subsequent Subscription amount.

Where the amount subscribed for Euro ‘A’ Shares is not equivalent to an exact number of Euro ‘A’ Shares, fractions of Euro ‘A’ Shares may be issued rounded to the third decimal place.

Except in the event of unusual trading activity (i.e. in the case of continuous net subscriptions or net redemptions), it is not the intention of the Directors to levy a charge on subscriptions or redemptions to cover charges, duties and other costs involved in buying or selling investments in the underlying investments of the Fund.

Investment Management Fee

Under the provisions of the Investment Management Agreement, the Fund will pay the Investment Manager a fee of one per cent. per annum of the Net Asset Value of the Euro ‘A’ Shares as of the relevant Valuation Date. The investment management fee will accrue daily and will be payable monthly in arrears (and pro rata for lesser periods). The Company will pay all out-of-pocket expenses incurred by the Investment Manager (including VAT thereon). Such out-of-pocket expenses may include transaction charges provided that they are charged at normal commercial rates and incurred by the Investment Manager in the performance of its duties under the Investment Management Agreement.

SECTION 4: US DOLLAR ‘A’ SHARES

Definitions

The following definitions apply throughout this section of the Supplement unless the context requires otherwise:

“Minimum Holding”	means, in relation to the US Dollar ‘A’ Shares, a minimum holding of the US Dollar equivalent of £50,000 or such lesser amount as may be agreed by the Directors;
“Minimum Subscription”	means, in relation to the US Dollar ‘A’ Shares, a minimum subscription of the US Dollar equivalent of £500,000 or such lesser amount as may be agreed by the Directors; and
“Minimum Subsequent Subscription”	means, in relation to the US Dollar ‘A’ Shares, the Minimum Subsequent Subscription of the US Dollar equivalent of £50,000 or such lesser amount as may be agreed by the Directors.

Offer

Shares may be subscribed for in the manner set out in Section I herein. Investors, in the case of an initial subscription into the Fund, must subscribe for at least the Minimum Subscription amount and existing Shareholders will be required to subscribe for at least the Minimum Subsequent Subscription amount.

Where the amount subscribed for US Dollar ‘A’ Shares is not equivalent to an exact number of US Dollar ‘A’ Shares, fractions of US Dollar ‘A’ Shares may be issued rounded to the third decimal place.

Except in the event of unusual trading activity (i.e. in the case of continuous net subscriptions or net redemptions), it is not the intention of the Directors to levy a charge on subscriptions or redemptions to cover charges, duties and other costs involved in buying or selling investments in the underlying investments of the Fund.

Investment Management Fee

Under the provisions of the Investment Management Agreement, the Fund will pay the Investment Manager a fee of one per cent. per annum of the Net Asset Value of the US Dollar ‘A’ Shares as of the relevant Valuation Date. The investment management fee will accrue daily and will be payable monthly in arrears (and pro rata for lesser periods). The Company will pay all out-of-pocket expenses incurred by the Investment Manager (including VAT thereon). Such out-of-pocket expenses may include transaction charges provided that they are charged at normal commercial rates and incurred by the Investment Manager in the performance of its duties under the Investment Management Agreement.

SECTION 5: STERLING ‘B’ SHARES

Definitions

The following definitions apply throughout this section of the Supplement unless the context requires otherwise:

“Minimum Holding”	means, in relation to the Sterling ‘B’ Shares, a minimum holding of £1,000 or such lesser amount as may be agreed by the Directors;
“Minimum Subscription”	means, in relation to the Sterling ‘B’ Shares, a minimum subscription of £1,000 or such lesser amount as may be agreed by the Directors; and
“Minimum Subsequent Subscription”	means, in relation to Sterling ‘B’ Shares, the Minimum Subsequent Subscription of £1,000 or such lesser amount as may be agreed by the Directors.

Offer

Investors, in the case of an initial subscription into the Fund, must subscribe for at least the Minimum Subscription amount and existing Shareholders will be required to subscribe for at least the Minimum Subsequent Subscription amount.

Where the amount subscribed for Sterling ‘B’ Shares is not equivalent to an exact number of Sterling ‘B’ Shares, fractions of Sterling ‘B’ Shares may be issued rounded to the third decimal place.

Except in the event of unusual trading activity (i.e. in the case of continuous net subscriptions or net redemptions), it is not the intention of the Directors to levy a charge on subscriptions or redemptions to cover charges, duties and other costs involved in buying or selling investments in the underlying investments of the Fund.

Investment Management Fee

Under the provisions of the Investment Management Agreement, the Fund will pay the Investment Manager a fee of 1.5 per cent. per annum of the Net Asset Value of the Sterling ‘B’ Shares as of the relevant Valuation Date. The investment management fee will accrue daily and will be payable monthly in arrears (and pro rata for lesser periods). The Company will pay all out-of-pocket expenses incurred by the Investment Manager (including VAT thereon). Such out-of-pocket expenses may include transaction charges provided that they are charged at normal commercial rates and incurred by the Investment Manager in the performance of its duties under the Investment Management Agreement.

SECTION 6: EURO ‘B’ SHARES

Definitions

The following definitions apply throughout this section of the Supplement unless the context requires otherwise:

“Minimum Holding”	means, in relation to the Euro ‘B’ Shares, a minimum holding of the Euro equivalent of £1,000 or such lesser amount as may be agreed by the Directors;
“Minimum Subscription”	means, in relation to the Euro ‘B’ Shares, a minimum subscription of the Euro equivalent of £1,000 or such lesser amount as may be agreed by the Directors; and
“Minimum Subsequent Subscription”	means, in relation to the Euro ‘B’ Shares, the Minimum Subsequent Subscription of the Euro equivalent of £1,000 or such lesser amount as may be agreed by the Directors.

Offer

Shares may be subscribed for in the manner set out in Section I herein. Investors, in the case of an initial subscription into the Fund, must subscribe for at least the Minimum Subscription amount and existing Shareholders will be required to subscribe for at least the Minimum Subsequent Subscription amount.

Where the amount subscribed for Euro ‘B’ Shares is not equivalent to an exact number of Euro ‘B’ Shares, fractions of Euro ‘B’ Shares may be issued rounded to the third decimal place.

Except in the event of unusual trading activity (i.e. in the case of continuous net subscriptions or net redemptions), it is not the intention of the Directors to levy a charge on subscriptions or redemptions to cover charges, duties and other costs involved in buying or selling investments in the underlying investments of the Fund.

Investment Management Fee

Under the provisions of the Investment Management Agreement, the Fund will pay the Investment Manager a fee of 1.5 per cent. per annum of the Net Asset Value of the Euro ‘B’ Shares as of the relevant Valuation Date. The investment management fee will accrue daily and will be payable monthly in arrears (and pro rata for lesser periods). The Company will pay all out-of-pocket expenses incurred by the Investment Manager (including VAT thereon). Such out-of-pocket expenses may include transaction charges provided that they are charged at normal commercial rates and incurred by the Investment Manager in the performance of its duties under the Investment Management Agreement.

SECTION 7: US DOLLAR ‘B’ SHARES

Definitions

The following definitions apply throughout this section of the Supplement unless the context requires otherwise:

“Minimum Holding”	means, in relation to the US Dollar ‘B’ Shares, a minimum holding of the US Dollar equivalent of £1,000 or such lesser amount as may be agreed by the Directors;
“Minimum Subscription”	means, in relation to the US Dollar ‘B’ Shares, a minimum subscription of the US Dollar equivalent of £1,000 or such lesser amount as may be agreed by the Directors; and
“Minimum Subsequent Subscription”	means, in relation to the US Dollar ‘B’ Shares, the Minimum Subsequent Subscription of the US Dollar equivalent of £1,000 or such lesser amount as may be agreed by the Directors.

Offer

Shares may be subscribed for in the manner set out in Section 1 herein. Investors, in the case of an initial subscription into the Fund, must subscribe for at least the Minimum Subscription amount and existing Shareholders will be required to subscribe for at least the Minimum Subsequent Subscription amount.

Where the amount subscribed for US Dollar ‘B’ Shares is not equivalent to an exact number of US Dollar ‘B’ Shares, fractions of US Dollar ‘B’ Shares may be issued rounded to the third decimal place.

Except in the event of unusual trading activity (i.e. in the case of continuous net subscriptions or net redemptions), it is not the intention of the Directors to levy a charge on subscriptions or redemptions to cover charges, duties and other costs involved in buying or selling investments in the underlying investments of the Fund.

Investment Management Fee

Under the provisions of the Investment Management Agreement, the Fund will pay the Investment Manager a fee of 1.5 per cent. per annum of the Net Asset Value of the US Dollar ‘B’ Shares as of the relevant Valuation Date. The investment management fee will accrue daily and will be payable monthly in arrears (and pro rata for lesser periods). The Company will pay all out-of-pocket expenses incurred by the Investment Manager (including VAT thereon). Such out-of-pocket expenses may include transaction charges provided that they are charged at normal commercial rates and incurred by the Investment Manager in the performance of its duties under the Investment Management Agreement.

SECTION 8: STERLING ‘M’ SHARES

Offer

Shares may be subscribed for in the manner set out in section 1 herein. Sterling ‘M’ Shares are available for subscription by the Investment Manager, its affiliates and employees of the Investment Manager or its affiliates only.

Where the amount subscribed for Sterling ‘M’ Shares is not equivalent to an exact number of Sterling ‘M’ Shares, fractions of Sterling ‘M’ Shares may be issued rounded to the third decimal place.

In the event of unusual trading activity (i.e. in the case of continuous net subscriptions or net redemptions), the Directors may levy a charge on subscriptions or redemptions to cover charges, duties and other costs involved in buying or selling investments in the underlying investments of the Fund. Please see the section entitled “Subscriptions, Transfers and Redemptions” in the Prospectus.

Investment Management Fee

No investment management fee will be payable in respect of the Sterling ‘M’ Shares. The Company will pay all out-of-pocket expenses incurred by the Investment Manager (including VAT thereon). Such out-of-pocket expenses may include transaction charges provided that they are charged at normal commercial rates and incurred by the Investment Manager in the performance of its duties under the Investment Management Agreement.

SECTION 9: STERLING 'X' SHARES

Definitions

The following definitions apply throughout this section of the Supplement unless the context requires otherwise:

“Minimum Holding”	means, in relation to the Sterling ‘X’ Shares, a minimum holding of £50,000 or such lesser amount as may be agreed by the Directors;
“Minimum Subscription”	means, in relation to the Sterling ‘X’ Shares, a minimum subscription of £1,000,000 or such lesser amount as may be agreed by the Directors; and
“Minimum Subsequent Subscription”	means, in relation to Sterling ‘X’ Shares, the Minimum Subsequent Subscription of £50,000 or such lesser amount as may be agreed by the Directors.

Offer

Shares may be subscribed for in the manner set out in section I herein. Investors, in the case of an initial subscription into the Fund, must subscribe for at least the Minimum Subscription amount and existing Shareholders will be required to subscribe for at least the Minimum Subsequent Subscription amount.

Where the amount subscribed for Sterling ‘X’ Shares is not equivalent to an exact number of Sterling ‘X’ Shares, fractions of Sterling ‘X’ Shares may be issued rounded to the third decimal place.

In the event of unusual trading activity (i.e. in the case of continuous net subscriptions or net redemptions), the Directors may levy a charge on subscriptions or redemptions to cover charges, duties and other costs involved in buying or selling investments in the underlying investments of the Fund. Please see the section entitled “Subscriptions, Transfers and Redemptions” in the Prospectus.

Investment Management Fee

Under the provisions of the Investment Management Agreement, the Fund will pay the Investment Manager a fee of 0.80 per cent. per annum of the Net Asset Value of the Sterling ‘X’ Shares as of the relevant Valuation Date. The investment management fee will accrue daily and will be payable monthly in arrears (and pro rata for lesser periods). The Company will pay all out-of-pocket expenses incurred by the Investment Manager (including VAT thereon). Such out-of-pocket expenses may include transaction charges provided that they are charged at normal commercial rates and incurred by the Investment Manager in the performance of its duties under the Investment Management Agreement.

SECTION 10: STERLING 'X' DISTRIBUTION SHARES

Definitions

The following definitions apply throughout this section of the Supplement unless the context requires otherwise:

“Closing Date”	means 27 April 2018 or such earlier or later date as the Directors may in their absolute discretion determine having notified the Central Bank;
“Initial Offer”	means the initial offer of Sterling ‘X’ Distribution Shares in the Fund which will commence on 26 April 2018 and close on the Closing Date;
“Minimum Holding”	means, in relation to the Sterling ‘X’ Distribution Shares, a minimum holding of £50,000 or such lesser amount as may be agreed by the Directors;
“Minimum Subscription”	means, in relation to the Sterling ‘X’ Distribution Shares, a minimum subscription of £1,000,000 or such lesser amount as may be agreed by the Directors; and
“Minimum Subsequent Subscription”	means, in relation to Sterling ‘X’ Distribution Shares, the Minimum Subsequent Subscription of £50,000 or such lesser amount as may be agreed by the Directors.

Offer

Shares may be subscribed for initially during the Initial Offer Period by completing and submitting a completed application in accordance with the documentation requirements set out in section 1 to be received by the Administrator by 5pm (Dublin time) on the Closing Date and, thereafter, in the manner set out in section 1 herein. The initial offer price for Sterling ‘X’ Distribution Shares is £1. Investors, in the case of an initial subscription into the Fund, must subscribe for at least the Minimum Subscription amount and existing shareholders will be required to subscribe for at least the Minimum Subsequent Subscription amount.

Where the amount subscribed for Sterling ‘X’ Distribution Shares is not equivalent to an exact number of Sterling ‘X’ Distribution Shares, fractions of Sterling ‘X’ Distribution Shares may be issued rounded to the third decimal place.

In the event of unusual trading activity (i.e. in the case of continuous net subscriptions or net redemptions), the Directors may levy a charge on subscriptions or redemptions to cover charges, duties and other costs involved in buying or selling investments in the underlying investments of the Fund. Please see the section entitled “Subscriptions, Transfers and Redemptions” in the Prospectus.

Investment Management Fee

Under the provisions of the Investment Management Agreement, the Fund will pay the Investment Manager a fee of 0.80 per cent. per annum of the Net Asset Value of the Sterling ‘X’ Distribution Shares as of the relevant Valuation Date. The investment management fee will accrue daily and will be payable monthly in arrears (and pro rata for lesser periods). The Company will pay all out-of-pocket expenses incurred by the Investment Manager (including VAT thereon). Such out-of-pocket expenses may include transaction charges provided that they are charged at normal commercial rates and incurred by the Investment Manager in the performance of its duties under the Investment Management Agreement.