

CONSTITUTION
of
AFRICAN DOMESTIC BOND FUND

A Public Company Limited by Shares

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AFRICAN DOMESTIC BOND FUND
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1 CONSTITUTION

There is established, to organise, regulate and govern the Company, this Constitution, which modifies, adapts and extends as herein provided the provisions of the Act in its application to the Company. This Constitution is made under and is governed by the laws of Mauritius.

2 DEFINITIONS AND INTERPRETATION

2.1 DEFINITIONS

In this Constitution the words in the first column of the following table shall bear the meanings set opposite them respectively in the second column, if not inconsistent with the subject or context:-

WORDS

MEANINGS

Act	The Companies Act 2001, as amended from time to time.
Anchor Investor	Means a Participating Shareholder subscribing for Participating Shares during the Initial Launch Period on such terms as may be specified in a side letter entered into by the Company, the Manager and that shareholder.
Annual Meeting	An annual meeting of the shareholders of the Company held pursuant to Article 23.
Application Form	The form approved by the Company for the subscription of Participating Shares, as may be amended from time to time.
Auditors	The auditors of the Company for the time being.
Authorised Participant	Any person who has entered into an authorised participant agreement for the purposes of directly subscribing and/or redeeming Participating Shares with the Fund.
Balance Sheet Date	The balance sheet date as the Board may determine from time to time.
Base Currency	United States Dollar.

Board	The board of directors of the Company, or as the case may be, Directors assembled as a committee of the Board.
Business Day	Any day (except Saturday and Sunday and such other day as the Board may determine) on which banks in Mauritius are open for business.
Category 1 Global Business Licence	Has the same meaning set forth to it under the Financial Services Act 2007, as amended from time to time.
CDS	The Central Depository & Settlement Co. Ltd.
CIS Regulations	The Securities (Collective Investment Schemes and Closed End Funds) Regulations 2008, as amended from time to time.
Company or Fund	African Domestic Bond Fund.
Constitution	The present constitution governing the Company, as may be from time to time amended.
Creation/Redemption Unit	Means, in relation to either an issue of Participating Shares or a redemption of Participating Shares (as applicable), the multiples in which Participating Shares may be issued or redeemed (as applicable), as specified in the Prospectus.
Custodian	Any person, duly licensed to act as custodian in any jurisdiction, appointed pursuant to Article 9 or for the time being acting as custodian of the assets of the Company.
Dealing Day	The day on which subscription and/or redemption requests in respect of Participating Shares will be accepted by the Fund, such day being every Business Day.
Directors	The persons appointed for the time being as directors of the Company.
Financial Services Commission (or FSC)	The commission which is in charge of regulating non-banking financial services in Mauritius and established under the Financial Services Act 2007.
Initial Launch Period	Shall be the dates determined by the Manager and specified in the Prospectus.

Initial Launch Price	The price at which Participating Shares are issued by the Fund during the Initial Launch Period.
Issue Price per Creation/Redemption Unit	The price at which a Creation/Redemption Unit is issued by the Company after the Initial Launch Period, such price being calculated in accordance with Article 14.6.
Issue Price per Share	The price at which a Participating Share is issued by the Company after the Initial Launch Period, such price being calculated in accordance with Article 14.5.
Investments	All the assets (actual and future) of the Company consisting inter alia of (i) all investments, reinvestments in Securities including proceeds thereof, (ii) all deposits, (iii) cash coming from redemption or disposal of Securities or otherwise and generally all assets the Company has an interest in or is entitled.
Management Share	A voting share in the capital of the Company designated as a management share and having the rights provided for herein.
Manager	Any person, firm or corporation appointed pursuant to Article 6 or for the time being acting as the manager of the Company.
Mauritius	The Republic of Mauritius.
Month	A calendar month.
Net Asset Value or NAV	In relation to the Company, the value calculated in accordance with the provisions of Article 16.1.
NAV per Share	The Net Asset Value divided by the number of Participating Shares in issue, and calculated as per Article 16.
Notice	Written notice unless otherwise specifically stated.
Office	The registered office of the Company.

Ordinary Resolution	A resolution proposed and passed as an ordinary resolution by a simple majority of the shareholders present and entitled to vote in person or by proxy at a duly convened shareholders meeting or a resolution in writing signed as an ordinary resolution in accordance with the Act.
Participating Shares or Non-Voting Participating Shares	A class of share designated as non-voting redeemable participating share issued by the Company under this Constitution and carrying such rights as are provided hereunder.
Prospectus	The Company's offering document, as may be amended from time to time, by virtue of which the Company would invite subscription for, or purchase of, its Participating Shares.
Qualified Investor	<p>Any applicant for Participating Shares of the Company approved by the Manager, other than:</p> <ul style="list-style-type: none"> (i) Persons which cannot acquire or hold Participating Shares in the Company without violating laws or regulations of the jurisdiction to which they are subject to or subject of, or otherwise applicable to them; (ii) Persons which by reason of acquiring or holding such shares, may expose the Company or any of its shareholders or Directors to adverse tax or other pecuniary consequences; and (iii) Persons/Entities which are custodians, nominees, or trustees for person described in (i) to (iii) above.
Redemption Price	The price at which Participating Shares are redeemed by the Company, such price being calculated in accordance with Article 16.
Redemption Price per Creation/Redemption Unit	The price at which a Creation/Redemption Unit is redeemed by the Company, such price being calculated in accordance with Article 17.10.
Redemption Proceeds	Equivalent to the number of Participating Shares being redeemed multiplied by the applicable Redemption Price.
Redemption Request	The meaning ascribed to it in Article 17.1.

Register	The share registers to be kept pursuant to the Act.
Seal	The common seal of the Company.
Secretary	Any person, firm or association appointed by the Board to perform any of the duties of the company secretary of the Company appointed under Article 28.
Securities	Has the meaning ascribed to it in the Securities Act 2005, as may be amended from time to time.
Securities Exchange	A recognised stock exchange on which the Participating Shares may be listed, including, without limitation, the SEM.
SEM	The Stock Exchange of Mauritius.
SEM Listing Rules	The rules issued by the Stock Exchange of Mauritius in relation to a listing on its official market.
Shares	Collectively the Management Share and the Participating Shares and such other shares, or classes of shares, as the Company may issue from time to time.
Special Meeting	A special meeting of shareholders of the Company held pursuant to Article 23.3.
Special Resolution	A resolution proposed and passed as a special resolution by a majority consisting of at least three-fourths of the total number of votes of those shareholders present and entitled to vote in person or by proxy at a duly convened meeting, or a resolution in writing signed as a special resolution in accordance with the Act.
Substantial Shareholder	Shall have the same definition ascribed to it the Act.
Transfree Fund	The meaning ascribed to it in Article 36.3.
U.S. or United States	The United States of America, its territories and possessions, any State of the United States, and the District of Columbia.

Valuation Day

Such Business Day which the Board may declare for the carrying out of the Net Asset Value calculation of the Fund, such Valuation Day being every Business Day (or such other day as the Board or Manager may from time to time decide).

2.2 INTERPRETATION

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

- (a) Words importing the singular number only shall include the plural number and vice versa;
- (b) Words importing the masculine gender only shall include the feminine gender;
- (c) Words importing persons only shall include companies or associations or bodies of persons, whether corporate or not;
- (d) The word "may" shall be construed as permissive and the word "shall" shall be construed as imperative;
- (e) Reference to US dollars (or US\$) and to US cents is reference to the currency of the United States of America;
- (f) Reference to an Article is to an Article of this Constitution;
- (g) Subject to the foregoing provisions, any words defined in the Act, shall, if not inconsistent with the subject or context, bear the same meaning in this Constitution.
- (h) References to enactments and to articles or sections of enactments shall be deemed to include references to any modifications or re-enactments thereof for the time being in force.

2.2.2 Where for the purposes of this Constitution or for any other purpose any amount in one currency is required to be translated into another currency the Board may effect such translation using such rate of exchange as in its absolute discretion it thinks appropriate except where otherwise specifically provided.

3 NAME AND OBJECTS

3.1 The name of the Company is **AFRICAN DOMESTIC BOND FUND**.

3.2 An application to change the name of the Company may be made by passing a Board resolution without the need for a resolution by the shareholders.

3.3 The objects for which the Company is established are:

- (a) to operate as collective investment scheme, which is authorised as a global scheme pursuant to the Securities Act 2005 and the regulations made thereunder; and

- (b) to carry out any business activities which are not prohibited under the laws of Mauritius and the laws of the countries where the Company is transacting business and to do all such things as are incidental or conducive to the attainment of the above objects, including without limitation to hold a Category 1 Global Business Licence issued by the FSC.

4 Nature and Duration of Company

4.1 Nature

The Company shall be a public company limited by shares and shall be treated as an investment company for the purposes of the Act.

4.2 Powers of Company

The Company shall have all such powers as are necessary or conducive to the conduct, promotion or attainment of the object of the Company as set out in this Constitution.

4.3 Duration of Company

The Company shall be of an unlimited duration.

4.4 Expenses

The expenses incurred in forming the Company or revising its structure or Constitution from time to time (including without limitation the obtaining of authorisations for the Company, the determination of its tax status and in the preparation of its initial agreements with (inter alia) any administrator, custodian, investment manager, registrar or secretary and in connection with the initial issue of shares) are, except and to the extent that it may be otherwise agreed by the Board, be paid by the Company and be recognised when incurred. Where the Manager pays or has paid the expenses on behalf of the Company, the Manager may charge the expenses incurred to the Company. For the purpose of Net Asset Value calculation, expenses will be allocated to the different shares or classes of shares and may be amortised or written off over a period of five years commencing on the first Business Day of the Month during which the Company commences investment activities or as the Board may determine from time to time. A note reconciling the Net Asset Value calculation at the year-end shall be included in the statutory accounts of the Company.

5 SITUATION OF OFFICES OF COMPANY

5.1 The Office shall be at c/o GFin Corporate Services Ltd, Level 6, GFin Tower, 42 Hotel Street, CyberCity, Ebène 72201, Mauritius, or at such other address in Mauritius as the Board shall from time to time determine.

5.2 The Company, in addition to the Office, may establish and maintain such other offices and places of business and agencies in Mauritius or elsewhere as the Board may from time to time determine.

6 MANAGER

6.1 The Board may appoint as Manager any person, firm or corporation, duly licensed by the FSC to, inter alia:-

- (a) manage collective investment schemes and closed end funds;
- (b) administer and manage the Investments;
- (c) provide portfolio management services; and
- (d) perform such other activity incidental to the above and as may be set out in the investment management agreement.

6.2 The Board may, subject to the Act, entrust to and confer upon the Manager so appointed any of the relevant functions, duties, powers and discretions exercisable by it as a Board.

6.3 The Manager shall charge fees and disbursements as may be agreed from time to time in writing with the Company in relation to the services mentioned above.

6.4 If within a period of three (3) Months from:

- (a) the date on which the Manager gives to the Fund a notice of resignation pursuant to the agreement between the Fund and the Manager; or
- (b) the date on which the Fund notifies the Manager of the termination of its appointment pursuant to the agreement between the Fund and the Manager; or
- (c) the date on which the Manager becomes disqualified to act as Manager of the Fund;

no new Manager has been appointed by the Fund, the Board shall convene a Special Meeting to consider for approval, by way of a Special Resolution of the holder of the Management Share, the winding up of the Fund.

6.5 For the avoidance of doubt, the prior consent of at least seventy five per cent (75%) of the holders of the Participating Shares is required when the Board wishes to proceed with a change of the Manager.

6.6 The removal of the Manager shall not be effective without the approval of the Participating Shareholders as set out in Article 6.5 which approval may be procured at any time between the date notice is given until the effective date of termination. If the consent from a shareholder has not been received within such aforementioned timeframe, it would be deemed that the shareholder is against the change of the Manager.

7 INVESTMENT ADVISER

The Board may appoint, or delegate authority to the Manager to appoint, as investment adviser any person, firm or corporation with functions and duties, including but not limited to provide non-binding advice to the Board or to the Manager on how to achieve the then prevailing investment objectives and policies, to identify, evaluate, monitor and provide non-binding advice with respect to investment opportunities, to assist in the structuring of

investments, to monitor the investments and advise the Company on strategy, structure and timing relating to the exit of investments, upon such terms and conditions, including the right to remuneration payable by the Company. In the event of investment adviser desiring to resign or being removed from office, the Board or the Manager, as the case may be, shall use its best efforts to find a person willing, and having the requisite qualifications as the applicable laws, to act as such and upon doing so the Board or the Manager, as the case may be, shall appoint such person in replacement of the resigning or removed investment adviser.

8 ADMINISTRATOR

The Board may appoint as administrator any one or more persons, firms or corporations to manage the Company's administrative affairs and may, subject to the Act, entrust to and confer upon the administrator so appointed any of the relevant functions, duties, powers and discretions exercisable by it as Board upon such terms and conditions, including the right to remuneration payable by the Company, and with such powers of delegation and sub-delegation and such restrictions as it thinks fit and either collaterally with or to the exclusion of its own powers. In the event of any administrator desiring to resign or being removed from office, the Board shall use its best efforts to find a person willing, and having the requisite qualifications as the applicable laws, to act as such and upon doing so the Board shall appoint such person in replacement of the resigning or removed administrator.

9 CUSTODIAN

- 9.1 The Board shall appoint one or more Custodians, in Mauritius or elsewhere, as the Board may from time to time determine, to be responsible for the safe custody of the Investments of the Company and perform such other duties upon such terms as laid down and agreed in writing. The remuneration of any Custodian shall be payable by the Company.
- 9.2 The written terms of appointment of a Custodian may authorise the Custodian to appoint (with powers of sub-delegation) sub-custodians, nominees, agents or delegates at the expense of the Custodian or otherwise.
- 9.3 The Company shall not give notice to the Custodian terminating its appointment, where such termination will cause the Fund to have no Custodian, unless a new Custodian is appointed in its place. In the event of the Custodian wishing to resign as custodian of the Fund, the Board shall, where such resignation will cause the Fund to have no Custodian, appoint a new Custodian prior to the effective date of the resignation.
- 9.4 Any change in the Custodian by the Board requires the prior consent of at least 50% of the holders of the Participating Shares.
- 9.5 For the avoidance of doubt, upon a request received by the Board to change the Custodian, the Board shall send a notice to all shareholders for them to consent to such change. The shareholders shall revert to the Board with their consent within seven (7) Business Days from the date of the receipt of the notice. If the consent from a shareholder has not been received within such timeframe, it would be deemed that the shareholder is against the change of the Custodian.

10 SHARE CAPITAL

- 10.1 The share capital of the Company is made up of no par value shares and is divided into:
- (a) Management Share; and
 - (b) Participating Shares.
- 10.2 The Board may, at any time, decide to create sub-classes of the existing classes of shares or create additional classes of shares of the Company subject to the provisions of the Act, the Securities Act 2005 and the CIS Regulations.
- 10.3 Subject to the other provisions of this Constitution, the Board may issue shares at any time, to any person (save for the Management Share which can be held only by the Manager) and in any number it thinks fit without the requirement of any prior approval of the shareholders.
- 10.4 For the avoidance of doubt, the Board may authorise the Company to issue such number of Participating Shares during a period of time as the Manager may determine. The Board will ratify any such issue of Participating Shares on a quarterly basis.
- 10.5 Participating Shares of the Company shall be issued fully paid-up.
- 10.6 The Company may issue the Management Share and Participating Shares having the rights set out hereinafter.
- 10.7 The share capital is denominated in the Base Currency.
- 10.8 The Board may in its absolute discretion refuse to accept any application for shares in the Company or accept any application in whole or in part.
- 10.9 The Company may on any issue of shares pay such brokerage fees as may be lawful.
- 10.10 The pre-emptive rights on the issue of shares contained in section 55 of the Act are hereby negated. No shareholder shall have any pre-emptive rights whatsoever to subscribe for any additional shares issued by the Company. The Board is expressly permitted to issue further Participating Shares at any time ranking as to voting or distribution rights or both equally with Participating Shares already issued by the Company without such issue qualifying as a variation of class rights of the existing Participating Shares.
- 10.11 For the purpose of the Act, the Company is expressly authorised to purchase, redeem shares which are designated as being redeemable or otherwise acquire shares issued by it provided that no purchase, redemption or other acquisition of shares shall be made except in accordance with the Act. Subject to any restrictions or conditions imposed by law, the Company shall be expressly authorised to hold as treasury shares, Shares acquired by it pursuant to Section 68 or 110 of the Act.
- 10.12 The Company may increase or reduce its stated capital, divide, all or any of its share capital into shares of a larger amount or combine all or any of its share capital into shares of a smaller amount.

11 NON-VOTING PARTICIPATING SHARES

The Participating Shares shall be no par value shares and shall confer upon the holders thereof the rights set out in this Article 11.

11.1 As regards voting rights

The holders of Participating Shares shall not have the right to receive notice of meeting of shareholders of the Company and shall have no right to vote at any such meetings and/or to approve any resolution of the Company on any matters requiring shareholders' approval under the Act, save where there is a variation of rights pursuant to the Act. For the avoidance of doubt, the holders of Participating Shares may give their consent on certain specific matters as specified in this Constitution and in the Prospectus.

11.2 As regards dividends

The holders of Participating Shares shall have the right to receive dividends declared by the Company pursuant to the Prospectus.

11.3 As regards distribution of surplus assets

Upon winding up of the Company, the holders of Participating Shares shall have the right to a pro-rata share of any surplus assets of the Company and shall rank in priority to the holder of Management Share in accordance with Article 36.

11.4 Subject to this Constitution, Participating Shares may be redeemed at the option of the holder thereof or compulsorily by the Company.

12 MANAGEMENT SHARE

The Management Share shall be no par value shares and shall confer on the holder thereof the rights set out in this Article 12. No Management Share shall at any time be held otherwise than by the Manager.

12.1 As regards voting rights

The holder of the Management Share shall have the right to receive notice of meeting and the right to vote at any meeting of the holder of Management Share and/or to approve any resolution of the Company requiring shareholders' approval under the Act.

12.2 As regards dividends

The holder of the Management Share shall not have any rights to dividends.

12.3 As regards distribution of surplus assets

Upon winding up of the Company, the holder of the Management Share shall have the right to receive an amount equal to the sums paid up on such Management Share but after payment to the holders of Participating Shares in accordance with Article 36.

12.4 The Management Share shall be non-redeemable.

13 SHARE REGISTER

13.1 The Company shall cause to be kept a Register (including a register of Substantial Shareholder) which shall state with respect to each class of shares:

- (a) (i) the names, in alphabetical order, and the last known address of each person who is, or has within the last 7 years been, a shareholder;
- (ii) where the shares are held by a nominee, the names in alphabetical order and the last known addresses of the persons giving to the shareholder instructions to exercise a right in relation to a share either directly or through the agency of one or more persons;
- (b) the number of shares of that class held by each shareholder within the last 7 years; and
- (c) the date of any:
 - (i) issue of shares to;
 - (ii) repurchase or redemption of shares from; or
 - (iii) transfer of shares by or to,

each shareholder within the last 7 years and in relation to the transfer, the name of the person to or from whom the shares were transferred.

13.2 The Register shall also state:

- (a) whether there are any restrictions or limitations on the transfer of the Participating Shares further to any pledge, charge or the like; and
- (b) the place where any document that contains the restrictions or limitations may be inspected (to the extent same is possible).

13.3 The Register may be in any form approved by the Board, including magnetic, electronic, or other data storage form, so long as legible evidence of its contents may be produced.

13.4 A copy of the Register, commencing from the date of the registration of the Company, shall be kept at the Office of the Company unless otherwise determined by the Board. In accordance with section 92 of the Act, the Register of the Company may be divided into 2 or more registers kept in different places.

13.5 The Company shall have no right to sell Participating Shares registered in the name of a shareholder who is untraceable.

14 ISSUE OF PARTICIPATING SHARES

14.1 The Board will issue shares to Authorised Participants or to such other persons as it deems fit and may accordingly set such subscription procedures as it may find appropriate for such issue. The Board may notify Authorised Participants of changes to the subscription procedures.

- 14.2 The Board may, when it deems it appropriate, issue Participating Shares in aggregation smaller than the applicable Creation/Redemption Unit.
- 14.3 The Board may determine such minimum amount of subscriptions to be raised during the Initial Launch Period.
- 14.4 The price per Participating Share during the Initial Launch Period (the “**Initial Launch Price**”) of Participating Shares shall be determined by the Board.
- 14.5 The price per Participating Share, in respect of Participating Shares at any subsequent issue, shall be made at a price corresponding to the NAV per Share (computed under Article 16) on the relevant Valuation Day (the “**Issue Price per Share**”).
- 14.6 The Issue Price per Creation/Redemption Unit shall be the NAV per Share multiplied by the number of Participating Shares aggregated within that Creation/Redemption Unit.
- 14.7 The Issue Price per Share and the Issue Price per Creation/Redemption Unit will be rounded to two (2) decimal places.
- 14.8 No Participating Shares shall be issued or redeemed during any period when the calculation of the Net Asset Value is suspended in accordance with Article 19.
- 14.9 Payment for Participating Shares shall be made at such time and place and to such person on behalf of the Company as the Board may from time to time determine.
- 14.10 The Board can offer for, or may entertain, subscription for Participating Shares for a non-cash consideration in the form of liquid securities that are eligible for purchase by the Company (consistent with the Company’s investment policies and restrictions) and that have a value that is readily ascertainable in accordance with the Company’s valuation policies. Such subscription of Participating Shares for non-cash consideration may be effected only if the Company intends to retain the securities in the Company as an investment. Those securities will be valued generally in the same manner as they would be valued for purposes of pricing the Company’s shares, if such assets were included in the Company’s assets at the time of purchase. The Board reserves its right to amend or terminate this practice at any time.
- 14.11 The Board shall have the power (but shall not be under any duty) to impose such restrictions (other than a restriction on transfer) as it may think necessary for the purpose of ensuring that no shares in the Company are acquired or held by any person in breach of the law or requirements of any country or governmental authority.

15 MINIMUM SUBSCRIPTION AND HOLDING

The Board may from time to time determine, at its discretion, a minimum subscription or holding amount in respect of Participating Shares.

16 NET ASSET VALUE

- 16.1 The net asset value of the Company (“**Net Asset Value**”) shall be the value of assets of the Company minus the value of its liabilities.

- 16.2 The NAV per Share in respect of Participating Shares shall be calculated by dividing the Net Asset Value of the Company by the total number of Participating Shares in issue on the Valuation Day. Any changes in assets and liabilities and in the number of Participating Shares will be recorded in the books not later than the first Valuation Day following the date of transaction.
- 16.3 The Issue Price per Share and Redemption Price per Share shall be the NAV per Share.
- 16.4 The Issue Price per Creation/Redemption Unit and Redemption Price per Creation/Redemption Unit shall be the NAV per Share multiplied by the number of Participating Shares aggregated within that Creation/Redemption Unit.
- 16.5 The NAV per Share in respect of Participating Shares will be available at the office of the Manager and published on the website of the Fund.
- 16.6 The NAV per Share, Issue Price per Share, Redemption Price per Share, Issue Price per Creation/Redemption Unit and Redemption Price per Creation/Redemption Unit will be rounded to an accuracy of two (2) decimal places.

17 REDEMPTIONS

- 17.1 An applicant for redemption of Participating Shares or for Creation/Redemption Units (as the case may be) (hereinafter referred to as the "Applicant") may by himself, or acting through an authorised agent, on any Dealing Day request the Company to redeem all or any portion of its shares held at the applicable Redemption Price per Share or the applicable Redemption Price per Creation/Redemption Unit (as the case may be). Any request for redemption (the "Redemption Request") made by the Applicant shall:
- (a) be in writing in such form and containing such information as may from time to time, or in particular cases, or for particular purposes, be prescribed by the Manager;
 - (b) be served and delivered at the registered office of the Manager or such other place as may from time to time be agreed upon by the Board or the Manager; and
 - (c) be made in accordance with such other procedures as the Board or the Manager may determine either generally or in any specific case or cases.
- 17.2 If, on any Dealing Day, the aggregate of all Redemption Requests (net of any valid subscription requests received on the same Dealing Day) represents more than ten per cent (10%) of the total value of all the Participating Shares in issue on that Dealing Day, the Board shall have the right to redeem the Participating Shares to which the Redemption Requests relate at a price determined by a successful sale of the requisite assets of the Company or by making an in-kind redemption to the holder thereof.
- 17.3 Where the Company elects to redeem the Participating Shares by a sale of assets as mentioned in Article 17.2, unless and until the sale is successfully effected, the Redemption Requests shall be deemed suspended in accordance with the Constitution. In selling the requisite assets, the Board shall give due consideration to the interests of the holders of Participating Shares of the Company as a whole.

- 17.4 The Board may from time to time determine a minimum redemption amount in respect of each class of shares which are capable of being redeemed.
- 17.5 The Board may, through the Manager, when it deems it appropriate, redeem Participating Shares in aggregation smaller than the applicable Creation/Redemption Unit.
- 17.6 Redemption Request forms received after the dealing deadline set by the Manager or on a day which is not a Dealing Day shall be treated as having been received on the next Dealing Day.
- 17.7 In the event of a suspension of dealing, Redemption Requests will be processed on the Dealing Day immediately following the cessation of such suspension. For the avoidance of doubt, a temporary suspension of redemption may be permitted by the Manager in exceptional circumstances where it is in the interest of the holders of the Participating Shares.
- 17.8 Subject to the Act and this Constitution, redemption proceeds (net of any bank charges) will be paid to the relevant account of the applicant for redemption within five (5) Business days of the applicable Dealing Day.
- 17.9 The Redemption Price of each Participating Share shall be at the NAV per Share.
- 17.10 The Redemption Price per Creation/Redemption Unit shall be the NAV per Share multiplied by the number of Participating Shares aggregated within that Creation/Redemption Unit.
- 17.11 If the determination of the Redemption Price is suspended by reason of a declaration by the Board, the right of an Applicant to have its/his shares redeemed pursuant to this Article shall be similarly suspended.
- 17.12 Upon the redemption of Participating Shares being effected pursuant to these presents, the Applicant shall cease to be entitled to any rights in respect thereof.
- 17.13 Payment of the Redemption Proceeds shall be made net of any fees or other applicable charges in the Base Currency or such other currency as the Board may from time to time otherwise determine.
- 17.14 The Board may, at its own discretion, pay out redemptions in-kind on a case-by-case basis in accordance with the terms of the Constitution. Where there is a request to make an in-kind redemption from an Authorised Participant, an agreement will have to be reached between the Manager and the Authorised Participant who will have to agree on the detailed procedures, including the basket of redemption securities, any cash redemption component and the number of Participating Shares to be redeemed subject to the Constitution.
- 17.15 The Fund shall not borrow money or provide for the creation of any encumbrance on its assets except in the two following situations:
- (a) the transaction is a temporary measure to accommodate requests for the redemption of securities of the Fund while the Fund effects an orderly liquidation of its assets, and, after giving effect to the transaction, the outstanding amount of all

borrowings of the Fund does not exceed five percent (5%) of its net assets taken at market value at the time of the borrowing; or

- (b) the encumbrance secures a claim for the fees and expenses of the custodian or a sub-custodian for services rendered in that capacity.

18 COMPULSORY REDEMPTION OR TRANSFER

18.1 No person other than a Qualified Investor shall be or remain registered as a holder of Participating Shares and the Board may upon an application for, or transfer of, Participating Shares or at any other time require such evidence to be furnished to it in this connection as it shall in its discretion deem sufficient.

18.2 Any holder of Participating Shares which is not, or ceases to be, a Qualified Investor, or which is in breach of any law or requirement of any country or governmental authority or by virtue of which such holder is not otherwise qualified to hold such shares, such holder of Participating Shares shall forthwith notify the Company of the fact that it is not, or has ceased to be, a Qualified Investor, or is in breach of any law or requirement of any country or governmental authority or by virtue of which such holder is not otherwise qualified to hold such Participating Shares.

18.3 If the Board in its absolute discretion consider that any Participating Shares have been acquired or are owned or held directly or indirectly by any person who is not a Qualified Investor the Company may, by notice served on the person, require such person to redeem the said shares, or transfer those shares to a person who is a Qualified Investor.

18.4 If any such person upon whom such a notice is served under Article 18.3 does not, within thirty (30) days after such notice is received, comply with the requirements thereof, the Board shall be entitled to compulsorily redeem the said Participating Shares on the Dealing Day immediately following the end of such notice. The proceeds of such compulsory acquisition will be paid back to such person without any interest and with bank charges to be borne by that person.

19 TEMPORARY SUSPENSION OF DEALINGS

19.1 The Board is empowered, subject to the CIS Regulations and prior approval of the applicable Securities Exchange, to suspend the calculation of all dealings and calculation of NAV pertaining to the Company or the Participating Shares and may do so in any of the following events:

- (a) when one or more stock exchanges or other markets which provide the basis for valuing any assets of the Participating Shares are closed other than for or during holidays, or if dealings therein are restricted or suspended or where trading is restricted or suspended in respect of securities forming a substantial part of the Company's assets;
- (b) when, as a result of political, economic, military or monetary events or any circumstances outside the control, responsibility and power of the Company, disposal of the assets of the Company is not reasonably practicable without this being

seriously detrimental to the interests of shareholders, or if, in the opinion of the Board, a fair price cannot be calculated for the assets of the Company;

- (c) in the case of a breakdown of the means of communication normally used for the valuing of any assets or if for any reason the value of any asset which is material in relation to the Net Asset Value (as to which the Board shall have sole discretion) may not be determined as rapidly and accurately as required;
- (d) if, as a result of exchange restrictions or other restrictions affecting the transfer of funds, transactions on behalf of the Company are rendered impracticable, or if purchases, sales, deposits and withdrawals of any assets of the Company cannot be effected at the normal rates of exchange, as determined by the Board; and
- (e) if, for reasons beyond the control of the Company, a fair price for the assets of the Company is not being bid by any party in spite of the fact that all reasonable efforts have been made to obtain such a bid.

19.2 The Board's power to suspend dealings and the calculation of the Net Asset Value in the circumstances described in paragraph 19.1(a) to (e) above shall apply as if references to "assets of the Company" shall be deemed to include references to any underlying investments or assets representing or attributable to the assets of the Company, whether directly or indirectly.

19.3 The Board shall, in addition to the subject of suspension, have the right to postpone any Valuation Day to the next Business Day if, in the opinion of the Board a significant proportion of the assets of the Company cannot be valued on an equitable basis and such difficulty is expected to be overcome within one Business Day.

19.4 Each declaration by the Board pursuant to this Article 19 shall be consistent with such official rules and regulations (if any) relating to the subject matter thereof as shall have been promulgated by any authority having jurisdiction over the Company as shall be in effect at the time.

19.5 To the extent not inconsistent with such official rules and regulations the determination of the Board shall be conclusive.

19.6 No issue or redemption of Participating Shares will take place during any period when the calculation of the Net Asset Value is suspended. The Company may withhold payment to persons whose shares have been redeemed prior to such suspension until after the suspension is lifted, such right to be exercised in circumstances where the Board believes that to make such payment during the period of suspension would materially and adversely affect and prejudice the interests of continuing shareholders.

19.7 The Company where possible shall take all reasonable steps to bring any period of suspension to an end as soon as possible in any event not later than thirty (30) days after the start of the suspension.

20 MODIFICATIONS OF RIGHTS

- 20.1 The rights attached to any class of shares may be varied with the consent in writing of the holders of three-quarters (3/4) of the issued shares of that class. The quorum for meeting (other than an adjourned meeting) of holders of any class of shares to consider a variation of the rights of such class shall be the holders of at least one third (1/3) of the issued shares of the class.
- 20.2 The special rights attached to any class of shares shall be deemed not to be varied by :-
- (a) the creation or issue of further shares ranking *pari passu* therewith;
 - (b) by the creation, issue or redemption of Participating Shares; or
 - (c) by the winding up of the Company and the exercise by the liquidator of his power under Article 36.3.

21 CERTIFICATES

Participating Shares and the Management Share shall, subject to the Act, be issued in inscribed form and no certificate shall be issued in respect of shares of the Company.

22 TRANSFER OF SHARES

The Participating Shares shall be admitted for listing on the Official Market of the SEM and such other Securities Exchanges as determined by the Board. Once listed, the Participating Shares shall be freely transferable with all records of transfers directed through the CDS and shall be free of all liens. Transfers and other documents relating to or affecting the title to any such Participating Shares shall be registered with the Company without payment of any fee.

23 MEETINGS OF SHAREHOLDERS

- 23.1 The Company shall in each year hold a meeting of shareholders as its Annual Meeting in addition to any other meeting in that year. Annual Meetings shall be held at such time and place in Mauritius or elsewhere as may be determined by the Board.
- 23.2 All meetings of shareholders of the Company or of any class of Shareholders (other than Annual Meetings and the first meeting of shareholders) shall be called Special Meetings.
- 23.3 The Board may call a Special Meeting whenever it thinks fit and Special Meetings shall be convened on such requisition, or in default may be convened by such requisitionists, and in such manner as provided by the Act.
- 23.4 A meeting of shareholder may be held either:-
- (a) by a number of shareholders who constitute a quorum, being assembled in person or by proxy, together at the place, date, and time appointed for the meeting; or
 - (b) by means of audio, or audio and visual, communication by which all shareholders participating and constituting a quorum, can simultaneously hear each other throughout the meeting.

- 23.5 All business shall be deemed special that is transacted at a Special Meeting, and also all business that is transacted at an Annual Meeting with the exception of the consideration of the accounts and balance sheet and the reports of the Board and Auditors, the election of Directors and Auditors in the place of those retiring and the appointment and the fixing of the remuneration of the Auditors.
- 23.6 No business shall be transacted at any Meeting of shareholders unless a quorum of shareholders is present at the time when the meeting proceeds to business and subject to Article 20.1, a quorum shall be deemed to be constituted by the presence of one (1) shareholder present in person or by proxy entitled to vote on resolutions of shareholders to be considered at the meeting.
- 23.7 A duly authorised representative of a corporation present at any meeting of the Company or at any meeting of any class of shareholders of the Company shall be deemed to be a shareholder for the purpose of counting towards a quorum.
- 23.8 The instrument appointing a proxy shall be in writing under the hand of the appointer or of his agent duly authorised in writing or in the case of a corporation under the hand of an officer or of an agent duly authorised.
- 23.9 The shareholders present in person and entitled to vote on resolutions of shareholders to be considered at the meeting may choose one of them to be the chairperson of the meeting.
- 23.10 Save as otherwise provided in this Constitution, the meeting of shareholders shall be governed by the Fifth Schedule to the Act.

24 BOARD OF DIRECTORS

- 24.1 The members of the Board shall be appointed by the holder of the Management Share.
- 24.2 The Board shall comprise of a minimum of two (2) Directors and shall at all times consist of at least two Mauritius resident directors. The number of Directors can be increased or decreased by an Ordinary Resolution of the holder of the Management Share.
- 24.3 A Director need not be a shareholder of the Company but shall be entitled to receive notice of and attend all meetings of shareholders of the Company.
- 24.4 The Board shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors. Any Director so appointed shall hold office only until the next following Annual Meeting and shall then be eligible for re-election.
- 24.5 The independent Directors shall be entitled to such remuneration as may be determined from time to time by the Board. Such remuneration shall be deemed to accrue from day to day. The other Directors shall not be entitled to any remuneration by the Company. The Directors and any alternate Directors shall be entitled to all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Board or any committee of the Board or meeting of shareholders of the Company or in connection with the business of the Company.

- 24.6 The Board may in addition to such remuneration as is referred to in Article 24.5 grant special remuneration to any independent Director who, being called upon, shall perform any special or extra services to or at the request of the Company.
- 24.7 Any Director may at any time by writing under his hand and deposited at the Office, or delivered at a meeting of the Board, appoint any person (including another Director) to be his alternate Director and may in like manner at any time terminate such appointment. Such appointment, unless previously approved by the Board, shall have effect only upon and subject to being so approved.
- 24.8 The appointment of an alternate Director shall determine on the happening of any event which if he was a Director would cause him to vacate such office or if his appointor ceases to be a Director.
- 24.9 An alternate Director shall be entitled to receive notices of meetings of the Board and shall be entitled to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to perform all functions of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these presents shall apply as if he (instead of his appointor) was a Director. If he shall be himself a Director or shall attend any such meeting as an alternate for more than one Director, his voting rights shall be cumulative. If his appointor is for the time being temporarily unable to act through ill-health or disability his signature to any resolution in writing of the Board shall be as effective as the signature of his appointor. To such extent as the Board may from time to time determine in relation to any committees of the Board, the foregoing provisions of this paragraph shall also apply *mutatis mutandis* to any meeting of any such committee of which his appointor is a shareholder. An alternate Director shall not (save as aforesaid) have power to act as a Director nor shall he be deemed to be a Director for the purposes of these presents.
- 24.10 An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent *mutatis mutandis* as if he was a Director but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.
- 24.11 The office of a Director shall be vacated in any of the following events namely:-
- (a) If he resigns his office by notice in writing signed by him and left at the Office;
 - (b) If he becomes insolvent or makes any arrangements or composition with his creditors generally;
 - (c) If he is absent from three consecutive meetings of the Board without leave expressed by a resolution of the Board, and the Board resolves that his office be vacated;
 - (d) If he ceases to be a Director by virtue of, or becomes prohibited from being a Director by reason of, an order made under the provisions of any law or enactment;
 - (e) Upon attaining the age of 70; and

- (f) If he is removed from office by an Ordinary Resolution of the Company before the expiry of his period of office subject, however, to the right of any such directors to claim damages under any contract.

24.12 The Company at any meeting of shareholders at which a Director retires or is removed shall fill up the vacated office by electing a Director unless the Company shall determine to reduce the number of Directors.

24.13 At a meeting of shareholders a motion for the appointment of two or more persons as Directors of the Company by a single resolution shall not be made unless a resolution that it shall be so made has been first agreed to by the meeting without any vote being given against it. The provisions of Section 137(1) of the Act shall not apply to the Company.

24.14 A Director shall be capable of being appointed or re-elected a Director until the next Annual Meeting, by way of an Ordinary Resolution, despite having attained the age of 70.

25 TRANSACTIONS WITH DIRECTORS

25.1 Subject to the Act and to this Constitution, no Director shall be disqualified from office when contracting with the Company. Any Director contracting or interested in any transaction to be entered into with the Company be liable to account to the Company for any profit realised, but the nature of his interest must be declared by it, at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration.

25.2 Any Director may act by himself or through his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, PROVIDED THAT nothing herein contained shall authorise a Director or his firm to act as Auditor to the Company.

25.3 Subject to any applicable provisions of Part XI Sub-Part E of the Act, any Director may continue to be or become a director, managing director, manager or other officer or shareholder 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 shareholder of any such other company.

25.4 Save as may otherwise be permitted under section 152 the Act, the SEM Listing Rules and any applicable rules governing listing on the Securities Exchange, a Director shall not be counted in the quorum and shall not be entitled to vote in respect of:

- (a) his appointment to hold any office or place of profit under the Company;
- (b) the arrangement of the terms of any such appointment; or
- (c) in respect of any contract or arrangement in which he is materially interested.

25.5 The Board may exercise the voting power conferred by the shares in any other company held or owned by the Company or exercisable by it as Board of such other company in such manner in all respects as it thinks fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors, managing directors, managers or other

officers of such company, or voting or providing for the payment of remuneration to the directors, managing directors, managers or other officers of such company).

26 POWERS OF THE BOARD

- 26.1 The business of the Company shall be managed by the Board, who may exercise all such powers of the Company as are not by the Act or by this Constitution required to be exercised by shareholders, subject nevertheless to any provision of this Constitution, to the provisions of the Act, and to such regulations, being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in a meeting of shareholders, but no resolution made by the Company in a meeting of shareholders shall invalidate any prior act of the Board which would have been valid if no regulations had been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Board by any other article.
- 26.2 The Board may from time to time and at any time by resolution, appoint any company, firm or person or any fluctuating body of persons resident outside Mauritius whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Board under this Constitution) and for such period and subject to such conditions as it may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorneys as the Board may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretion vested in him.
- 26.3 All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments drawn on the Company, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.
- 26.4 Subject to the applicable laws, the Company may from time to time lend money, securities or other assets, in such manner as the Board shall from time to time by resolution determine.

27 PROCEEDINGS AT BOARD MEETINGS

- 27.1 The provisions of the Eighth Schedule to the Act shall not apply to the Company and are replaced by this Article 27.
- 27.2 A meeting shall be deemed properly constituted by a number of the Directors who constitute a quorum, being assembled together at the place, date, and time appointed for the meeting, or if carried out by means of simultaneous telephonic, or audio and visual, communication by which all directors participating and constituting a quorum can simultaneously hear each other throughout the meeting.
- 27.3 The quorum for a Board meeting shall be two (2) Directors which shall include at least two (2) Mauritius resident Directors.
- 27.4 If the quorum is not so present at the start of and throughout a duly convened meeting:

- (a) the meeting shall be adjourned to the same day in the next week at the same time and place; and
- (b) where, at the adjourned meeting, a quorum is not present within 30 minutes after the time appointed for the meeting, the Directors present shall constitute a quorum.

27.5 Chairperson

- (a) The Directors may elect one of their number as chairperson of the Board and determine the period for which he is to hold office.
- (b) Where no chairperson is elected, or where at a meeting of the Board the chairperson is not present within 15 minutes after the time appointed for the commencement of the meeting, the Directors present may choose one of their number to be chairperson of the meeting.

27.6 Notice of meeting

- (a) A Director or, if requested by a Director to do so, an employee of the Company, may convene a meeting of the Board by giving notice in accordance with this Article 27.6.
- (b) The notice period to convene a meeting of the Board shall be one hundred and twenty (120) hours.
- (c) A notice of a meeting of the Board shall be sent to every Director who is in Mauritius, and the notice shall include the date, time, and place of the meeting and the matters to be discussed.
- (d) An irregularity in the notice of a meeting is waived where all Directors entitled to receive notice of the meeting attend the meeting without protest as to the irregularity or where all Directors entitled to receive notice of the meeting agree to the waiver.

27.7 Voting

- (a) Every Director shall have one vote.
- (b) The chairperson shall not have a casting vote.
- (c) A resolution of the Board is passed if it is agreed to by all Directors present without dissent or if a majority of the votes cast on it are in favour of it.
- (d) A Director present at a meeting of the Board is presumed to have agreed to, and to have voted in favour of, a resolution of the Board unless he expressly dissents from or votes against the resolution at the meeting.

27.8 The Board shall ensure that minutes are kept of all proceedings at meetings of the Board.

27.9 Resolution in writing

- (a) A resolution in writing, signed or assented to by all Directors then entitled to receive notice of a Board meeting, is as valid and effective as if it had been passed at a meeting of the Board duly convened and held.
- (b) Any such resolution may consist of several documents (including facsimile or other similar means of communication in like form each signed or assented to by one or more Directors.
- (c) A copy of any such resolution must be entered in the minute book of Board proceedings.

27.10 Save as otherwise provided in this Article 27, the Board may regulate its own procedure.

28 COMMITTEES

28.1 General

28.1.1 The Board shall be entitled to create such committees as it may deem fit.

28.1.2 The number of members, the duties and functions of such committees (unless already set out in this Constitution) will be set out in the relevant resolution of the Board creating the relevant committees.

28.2 Advisory Committee

28.2.1 The Company shall have an advisory committee ("**Advisory Committee**"), whereby the function of the Advisory Committee shall be as set forth in this Article 28.2.

28.2.2 To the extent not otherwise terminated pursuant to Article 28.2.10, the Advisory Committee shall comprise of such number of representatives as may be appointed by Anchor Investors and any other Participating Shareholder subscribing to Participating Shares with a value of at least Ten Million United States Dollars (USD 10,000,000). Such shareholder shall be entitled to appoint one representative on the Advisory Committee and may remove or replace such representative as the case may be.

28.2.3 The members of the Advisory Committee shall meet as and when required, but at least once annually.

28.2.4 Any decision of the Advisory Committee shall be approved by seventy five percent (75%) of the members thereof.

28.2.5 The members of the Advisory Committee shall be notified by the Company within five (5) Business Days from the date any new Participating Shareholder meeting the criteria in Article 28.2.2 above.

28.2.6 The matters which requires the consultation of the Advisory Committee by the Company or the Manager (as the case may be) shall include:

- (i) The replacement or removal of the Manager by the Board;
- (ii) Matters relating to the overall structure of the Company and strategic (but not day to day) issues related to the management and administration of the Company;
- (iii) The appointment or removal of any service provider/functionaries including but not limited to authorized participants, company secretary, Custodian, depository and auditors;
- (iv) Changes or amendments to the Manager's current and future marketing plan;
- (v) The Company or the Manager's proposal for the registration or authorization of the Company or the Participating Shares in any other jurisdiction;
- (vi) The Company and the Manager's proposals for additional listings of the Participating Shares on other recognised exchanges, having regard to such factors as commercial viability, legal and regulatory readiness of the market concerned, prevailing market environment, operational requirements and market development; and
- (vii) The Company or the Manager's proposal to amend, alter or modify the constitutive documents of the Company (to the extent that such amendments, alterations or modifications are not subject to Participating Shareholders' prior approval).

28.2.7 The Advisory Committee also has the power to recommend the removal of the Manager.

28.2.8 Notwithstanding anything to the contrary in this Article 28.2, the Advisory Committee shall only provide recommendations to the Company and/or the Manager (as applicable) and shall not give any directions or instructions that would result in the members of the Advisory Committee having fiduciary duties to the Company pursuant to the Act.

28.2.9 None of the members of the Advisory Committee shall be entitled to receive any remuneration from the Company in respect of their appointment as members of the Advisory Committee.

28.2.10 The members of the Advisory Committee may by unanimous decision dissolve the Advisory Committee permanently, in which event any matter requiring its recommendation or consent under the constitutive documents of the Company shall no longer require such recommendation or consent.

29 SECRETARY

- 29.1 The Secretary shall be appointed or removed by the Board.
- 29.2 Anything required or authorised to be done by or to the Secretary, may, if the office is vacant or there is for any other reason no Secretary capable of acting, be done by or to any assistant or deputy secretary or if there is no Assistant or Deputy Secretary capable of acting, by or to any officer of the Company authorised generally or specially in that behalf by the Board PROVIDED THAT any provisions of this Constitution requiring or authorising a thing to be done by or to any Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in the place of, the Secretary.
- 28.3 In the event of GFin Corporate Services Ltd or any subsequent Secretary desiring to resign or being removed from office, the Board shall use its best efforts to find a person willing, and having the requisite qualifications as the applicable laws, to act as such and upon doing so the Board shall appoint such person in replacement of the resigning or removed Secretary.

30 THE SEAL

- 30.1 The Board shall provide for the safe custody of the Seal and any duplicate seal for use outside Mauritius. The Board may from time to time as it sees fit determine the persons and the number of such persons in whose presence the Seal or duplicate seal shall be used, and until otherwise so determined the Seal or duplicate seal shall be affixed in the presence of two Directors or of one Director and the Secretary, or some other person duly authorised by the Board.
- 30.2 The Company may have one or more official seals to be used outside Mauritius to affix to any deed or document to which the Company is a party in the overseas country or region concerned. Such seal will be a facsimile of the common seal with the addition on its face of the name of the country or the region where it is to be used.

31 BALANCE SHEET DATE

The balance sheet date of the Fund shall be the 30th June.

32 ACCOUNTS

- 32.1 The Board shall cause proper books of account in the Base Currency to be kept with respect to all the transactions, assets and liabilities of the Company in accordance with the Act and so as to enable the accounts of the Company to be prepared.
- 32.2 The books of account shall be kept at the Office, or at such other place or places as the Board shall think fit, and shall at all times be open to the inspection of the Board, but no person, other than a Director or Auditor or an officer, clerk, accountant, or other person whose duty requires and entitles him to do so, shall be entitled to inspect the books, accounts, documents or writings of the Company, except as provided by the Act or authorised by the Board or by the Company in a meeting of shareholders.
- 32.3 A balance sheet shall be made out as at each Balance Sheet Date and laid before the Company at its Annual Meeting in each year, and such balance sheet shall contain a general summary

of the assets and liabilities of the Company. The balance sheet shall be accompanied by a report of the Board as to the state and condition of the Company, and the amount (if any) which it have carried or propose to carry to reserve. The report and balance sheet of the Company shall be signed on behalf of the Board by at least two of the Directors, and the Auditors' report shall be attached to the balance sheet, or there shall be inserted at the foot of the balance sheet a reference to the report.

- 32.4 A copy of the annual report (in electronic format or otherwise) of the Company (including the balance sheet and of all documents annexed thereto, and the reports of the Board and the Auditors) shall, at least fourteen (14) days before the meeting, be served on each of the registered holders of shares, in the manner in which notices are directed to be served and on all holders of shares and on the Auditors, including without limitation by email. If the meeting is not held within six Months of the relevant Balance Sheet Date the documents and reports shall upon the expiry of that period be served as aforesaid.

33 AUDIT

- 33.1 The Company shall at each Annual Meeting appoint an Auditor or Auditors to hold office until the next Annual Meeting.
- 33.2 If an appointment of Auditors is not made at an Annual Meeting, the Registrar of Companies may, on the application of any shareholder of the Company, appoint an Auditor of the Company for the current year and fix the remuneration to be paid to him by the Company for his service.
- 33.3 A Director or officer of the Company shall not be capable of being appointed as an Auditor of the Company.
- 33.4 The Board may fill any casual vacancy in the office of Auditor, but while any such vacancy continues the surviving or continuing Auditor or Auditors (if any) may act.
- 33.5 The remuneration of the Auditor shall be fixed by the Company in a meeting of shareholders or in such manner as the Company may determine except that the remuneration of any Auditors appointed by the Board shall be fixed by the Board or by the Registrar of Companies in the case of Auditors appointed by the latter.
- 33.6 Every Auditor shall have a right of access at all times to the books and accounts and vouchers of the Company and as regards books, accounts and vouchers of which the originals are not readily available shall be entitled to rely upon copies thereof or extracts therefrom certified by the Company's representatives, and shall be entitled to require from the Board and the officers of the Company such information and explanations as may be necessary for the performance of the duties of the Auditors, and the Auditors shall make a report to the shareholders on the accounts examined by them, and on every balance sheet laid before the Company in a meeting of shareholders during their tenure of office in accordance with the Act.
- 33.7 Any Auditor shall, on quitting office, be eligible for re-election.

34 NOTICES

- 34.1 Any notice or document may be served by the Company on any shareholder either personally, by sending it either by email or through the post in a prepaid letter addressed to such shareholder at his address as appearing in the Register. In the case of joint holders of a share, all notices shall be given to that one of the joint holders whose name stands first in the Register in respect of the joint holding, and notice so given shall be sufficient notice to all the joint holders.
- 34.2 Notices to be posted to addresses outside Mauritius shall so far as practicable be forwarded by email or by prepaid airmail.
- 34.3 Any shareholder present, either personally or by proxy, at any meeting of the Company shall for all purposes be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was convened.
- 34.4 Any summons, notice, order or other document required to be sent to or served upon the Company, or upon any officer of the Company may be sent or served by leaving the same or sending it through the post in a prepaid letter, envelope or wrapper, addressed to the Company or to such officer at the Office.
- 34.5 Unless otherwise specified elsewhere in this Constitution, any notice or other document:
- (a) if served by post, shall be deemed to have been served 72 hours after the time when the letter containing the same is posted and in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed and duly posted; and
 - (b) If sent by email during normal business hours, then at the time of transmission and, if sent outside normal business hours, then on the next following Business Day.

A notice may be given by advertisement and notice so given shall be published in at least two daily newspapers of wide circulation and one international newspaper and shall be deemed to have been served at noon on the day on which the advertisement appears.

- 34.6 Any notice or document delivered or sent by post to or left at the registered address of any shareholder in pursuance of this Constitution shall notwithstanding that such shareholder be then dead or bankrupt, and whether or not the Company has notice of his death or bankruptcy, be deemed to have been duly served in respect of any share registered in the name of such shareholder as sole or joint holder, unless his name shall at the time of the service of the notice or document have been removed from the register of shareholders as the holder of the share, and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.

35 AMENDMENT TO CONSTITUTION

- 35.1 The Company may by Special Resolution alter or modify this Constitution as originally drafted or as amended from time to time, subject to the prior written approval of the Stock Exchange of Mauritius and the Financial Services Commission (if applicable), for such alteration, modification or amendment.

36 WINDING UP

- 36.1 If the Company shall be wound up, the liquidator shall apply the assets of the Company in satisfaction of creditors' claims in accordance with the law.
- 36.2 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 Participating Shares of a sum in the currency in which those Participating Shares are designated (or in any other currency selected by the liquidator) as nearly as possible equal to the Net Asset Value of the Participating Shares held by such holders;
 - (b) Second, in the payment to the holder of the Management Share of the sums paid by such holder to acquire such Management Share;
 - (c) Third, in the payment of any balance remaining to the holders of Participating Shares, such payment being made in proportion to the number of Participating Shares actually held.

Distribution (whether of cash or of assets of the Company in specie) may be effected in such instalments and over such period or periods as the liquidator considers reasonable in the circumstances having regards to the time involved in and the manner of realisation of Investments.

- 36.3 If the Company shall be wound up (whether the liquidation is voluntary, under supervision or by the Court) the liquidator may divide among the holders Participating Shares 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 Participating Shares. The liquidator may vest any part of the assets in trustees upon such trusts for the benefit of the holders Participating Shares as the liquidator shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no the holders Participating Shares shall be compelled to accept any shares in respect of which there is liability. The liquidator may with the authority of a Special Resolution and any other sanction required by the laws transfer the whole or part of the assets of the Company to a company or other collective investment schemes (the "Transferee Fund") on terms that the holders Participating Shares shall receive from the Transferee Fund shares in the Transferee Fund of the equivalent value to their shareholding in the Company and the liquidator shall be entitled with such authority to enter into an arrangement with the Transferee Fund to give effect to such transfer.

37 INDEMNITY

- 37.1 Subject to the provisions of the Act, every director, officer or liquidator of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by the Court in respect of any negligence, default, or breach of duty.
- 37.2 Subject to the provisions of the Act, the Company may purchase and maintain insurance in relation to any person who is or was a director, an officer or a liquidator of the Company, or who at the request of the Company is or was serving as a director, an officer or a liquidator of, or in any other capacity is or was acting for, another company or a partnership, joint venture, trust or other enterprise, against all liability asserted against the person and incurred by the person in that capacity, whether or not the Company has or would have had the power to indemnify the person against the liability under this Article.
- 37.3 Subject to the provisions of the Act, any administrator, sub-administrator, Custodian, Manager, investment adviser and Registrar and Secretary appointed by the Company shall be entitled to such indemnity from the Company under such terms and subject to such conditions and exceptions and with such entitlement to have recourse to the assets of the Company with a view to meeting and discharging the cost thereof as shall be provided under the Agreements appointing them.

We, the undersigned, hereby certify that this document is the constitution of **African Domestic Bond Fund**.



For and on behalf of

GFin Corporate Services Ltd
Secretary

Date: May 14, 2020