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MCB Cash Management Fund

A Public Company Limited by Shares



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MCB Cash Management 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 No. 15 of 2001 as amended from time to time.
Annual Meeting	An annual meeting of the shareholders of the Company held pursuant to Article 22.
Applicant	An applicant for redemption of Participating Shares.
Auditors	The auditors for the time being of the Company.
Balance Sheet Date	The balance sheet date as the Board may determine from time to time.
Base Currency	The United States Dollar
Board	The board of directors of the Company.

Business Day	Any day (except Saturday and Sunday and such other day as the Board may determine) on which banks are open for business in Mauritius and the U.S.
Category 1 Global Business	Has the same meaning set forth to it under the Financial Services Act No. 14 of 2007 as amended from time to time.
CIS Regulations	The Securities (Collective Investment Schemes and Closed-end Funds) Regulations 2008 as amended.
Company or Fund	MCB Cash Management Fund.
Constitution	The present constitution governing the Company as may be from time to time amended.
Custodian	Any person, duly licensed to act as custodian in any jurisdiction, appointed pursuant to Article 8 or for the time being acting as custodian of the assets of the Company.
Dealing Day	The day on which Participating Shares are issued and/or redeemed by the Company, 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 established under the Financial Services Act No. 14 of 2007
Issue Price	The price at which Participating Shares are issued by the Company, such price being calculated in accordance with Article 13.

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 Shares	A class of share designated as management shares that shall not be redeemable and issued by the Company under this Constitution and carrying such rights as are provided hereunder.
Manager	Any person, firm or corporation appointed pursuant to Article 6 or for the time being acting as the fund 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 15
NAV per Share	The NAV in respect of each Participating Shares calculated as per Article 15.
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	A class of share designated as redeemable participating share issued by the Company under this Constitution and carrying such rights as are provided hereunder.
Prospectus	The Company's offering document by virtue of which the Company would invite subscription for, or purchase of, its securities.
Qualified Investor	<p>Any applicant for Shares of the Company but does not include:</p> <ul style="list-style-type: none"> (i) U.S. Persons; (ii) Persons which cannot acquire or hold 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; (iii) 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 (iv) Persons/Entities which are custodians, nominees, or trustees for person described in (i) and (ii) above.
Redemption Price	The price at which Participating Shares are redeemed by the Company, such price being calculated in accordance with Article 15.

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 16.1.
Register	The share register 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 27.
Securities	Has the meaning ascribed to it in the Securities Act 2005, as may be amended from time to time.
Shares	Collectively the Management Shares 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 22.3.
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.

Subscription Amount	In respect of subscription for Participating Shares, means the amount specified in the Subscription Form
Subscription Form	The form approved by the Company for the subscription of Participating Shares, as may be amended from time to time.
Transferee Fund	The meaning ascribed to it in Article 34.3.
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.

<p>U.S. Persons</p>	<p>(a) any natural person who is a citizen or resident of the United States;</p> <p>(b) any corporation, partnership, limited liability company or other entity organised or incorporated under the laws of the United States;</p> <p>(c) any estate of which any executor or administrator is a U.S. Person as defined in paragraphs (a) and (b) above;</p> <p>(d) any trust of which any trustee is a U.S. Person as defined in paragraphs (a) and (b) above;</p> <p>(e) any agency or branch of a foreign entity located in the United States;</p> <p>(f) 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;</p> <p>(g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident, in the United States; and</p> <p>(h) any corporation, partnership, limited liability company or other entity if (1) organised or incorporated under the laws of any non-U.S. jurisdiction and (2) formed by a U.S. Person principally for the purpose of investing in securities not registered under the U.S. Securities Act, unless it is organised or incorporated, and owned, by accredited investors (as defined in Rule 501(a) promulgated under the U.S. Securities Act) which are not natural persons, estates or trusts.</p> <p>Notwithstanding the foregoing, the following persons do not constitute "U.S. Persons" for purposes of this Constitution:</p> <p>(a) any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. Person by a dealer or other professional fiduciary organised, incorporated, or (if an individual) resident, in the United States;</p> <p>(b) any estate of which any professional fiduciary acting as executor or administrator is a U.S. Person if (1) an executor or administrator of the estate which is not a U.S. Person has sole or shared investment discretion with respect to the</p>
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	<p>assets of the estate and (2) the estate is governed by non-U.S. law;</p> <p>(c) any trust of which any professional fiduciary acting as trustee is a U.S. Person shall not be deemed a U.S. Person if a trustee who is not a U.S. Person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. Person;</p> <p>(d) an employee benefit plan established and administered in accordance with the laws of a country other than the United States and customary practices and documentation of such country;</p> <p>(e) any agency or branch of a U.S. Person located outside the United States if (1) the agency or branch operates for valid business reasons and (2) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and</p> <p>(f) the International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the African Development Bank, the Asian Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organisations, their agencies, affiliates and pension plans.</p>
<p>Valuation Day</p>	<p>Such a Business Day which the Board may declare for the carrying out of the Net Asset Value calculation of Participating Shares, such Valuation Day being every Business Day (or such other day as the Company or the Manager may from time to time decide).</p>
<p>Valuation Point</p>	<p>Such time of the Valuation Day as the Board may designate from time to time as a "Valuation Point".</p>

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 **MCB Cash Management 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 an expert fund in accordance with the conditions set forth in its Category 1 Global Business Licence and such other authorisations, guidelines, directives or other instructions as may be given by the FSC; 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

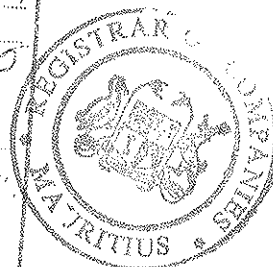
THIS IS TO CERTIFY THAT

MCB Cash Management Fund

is on and from the *9* day of *December 2015*
incorporated as a
Public Company Limited by shares

GIVEN under MY HAND in Port Louis Mauritius,
this *15* day of *December 2015*

for
Registrar of Companies
Mauritius



and to do all such things as are incidental or conducive to the attainment of the above objects.

4 Nature and Duration of Company

4.1 Nature

The Company shall be a public company with limited liability and shall be treated as an investment company for the purposes of the Act. The liability of each shareholder is limited to the amount for the time being unpaid on each share held by such shareholder.

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 recognized when incurred. Where the Manager pays or has paid the expenses on behalf of the Company, the Manager shall 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 amortized 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, 9th Floor, Orange Tower, Ebene, 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 manage collective investment schemes to:
- (a) administer and manage the Investments;
 - (b) provide portfolio management services;
 - (c) advise the Board on how to achieve the then prevailing investment objectives and policies;
 - (d) identify, evaluate, monitor and provide non-binding advice with respect to Investment opportunities;
 - (e) assist in the structuring of Investments;
 - (f) monitor the Investments and advise the Company on strategy, structure and timing relating to the exit of Investments, upon such terms and conditions; and
 - (g) perform such other activity incidental to the above

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.

7 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, 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.

8 CUSTODIAN

8.1 The Board shall appoint one or more Custodians to be responsible for the safe custody of the assets or of the cash 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.

8.2 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 Company or otherwise.

9 SHARE CAPITAL

- 9.1 The share capital of the Company is made up of no par value shares and is divided into:
- (a) Management Shares; and
 - (b) Participating Shares.
- 9.2 The Board may, at any time, decide to create additional classes of shares of the Company subject to the provisions of the Companies Act 2001, the Securities Act 2005 and the CIS Regulations.
- 9.3 Subject to the other provisions of this Constitution, the Board may issue shares at any time, to any person (save for the Management Shares 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. Shares of the Company shall be issued fully paid-up.
- 9.4 The Company may issue Management Shares and Participating Shares having the rights set out hereinafter.
- 9.5 The share capital is denominated in the Base Currency.
- 9.6 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.
- 9.7 The Company may on any issue of shares pay such brokerage fees as may be lawful.
- 9.8 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.
- 9.9 For the purpose of the Act, the Company is expressly authorized 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.
- 9.10 The Company may issue fractions of a Share and a fractional share shall have the same corresponding fractional liabilities, limitations, preferences, privileges, qualifications, restrictions, rights and other attributes of a whole share of the same class of Shares.

10 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 10.

10.1 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.

10.2 As regards dividends

The holders of Participating Shares shall not have any rights to dividends.

10.3 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 Shares in accordance with Article 34.

11 MANAGEMENT SHARES

Management Shares shall be no par value shares and shall confer on the holders thereof the rights set out in this Article 11. No Management Shares shall at any time be held otherwise than by the Manager.

11.1 As regards voting rights

The holder of the Management Shares shall have the right to receive notice of meeting and the right to vote at any meeting of the holders of Management Shares and/or to approve any resolution of the Company.

11.2 As regards dividends

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

11.3 As regards distribution of surplus assets

Upon winding up of the Company, the holder of the Management Shares shall have the right to receive an amount equal to the sums paid up on such Management Shares but after payment to the holders of Participating Shares in accordance with Article 34.

12 SHARE REGISTER

12.1 The Company shall cause to be kept a Register which shall state with respect to each class of shares:

- (a) 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;
- (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.

12.2 The Register shall also state:

- (a) whether, under the constitution of the Company or the terms of issue of the shares, there are any restrictions or limitations on their transfer; and
- (b) the place where any document that contains the restrictions or limitations may be inspected.

12.3 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.

12.4 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 ISSUE OF PARTICIPATING SHARES

13.1 The Board may procure the issue to an applicant of fully-paid Participating Shares and, in any such case, references in these presents to allotting Participating Shares shall, where the context so admits, be taken as references to procuring the issue of Participating Shares. In issuing Participating Shares, the Board may set such subscription procedures as it may find appropriate.

13.2 The price per share at the initial issue of Participating Shares shall be determined by the Board.

13.3 The price per 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 15 in respect of the relevant class on the relevant Valuation Day.

13.4 No Participating Shares shall be issued or redeemed during any period when the calculation of the Net Asset Value is suspended pursuant to this Constitution.

- 13.5 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.
- 13.6 The Board 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.
- 13.7 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.
- 13.8 The Board may in its absolute discretion decide to accept subscriptions in joint names on such terms as it deems appropriate.

14 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.

15 NET ASSET VALUE

- 15.1 The Net Asset Value of the Company and the price in respect of Participating Shares shall be determined by the Manager (or any person retained by the Manager to provide such services) based on latest available prices on each Valuation Day. Should the Manager be unable to carry out a valuation exercise as a result of any cause beyond its reasonable control ("Force Majeure Event"), the Net Asset Value of the Company shall be valued as soon as reasonably possible after the removal of the Force Majeure Event, it being understood that such valuation shall take place only on a Business Day.
- 15.2 The Net Asset Value of the Company is calculated by taking the total assets of the Company, including all cash, cash equivalents and other securities (each valued at fair market value according to such method as may be established by the Board (or the person appointed by it) from time to time) and subtracting the total liabilities of the Company (valued at fair market value) subject to the amortization of the organisational and initial offering fees and expenses of the Company.

- 15.3 The NAV per Share in respect of Participating Shares shall be calculated by dividing the NAV of the Company attributable to that class by the total number of shares of that class outstanding 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.
- 15.4 The Board (or the person appointed by it as aforesaid) may, at its discretion, establish such method of valuation for the purposes of this Article as it considers would reflect value generally or in particular markets or market conditions and is in accordance with good accounting practice.
- 15.5 Any calculations made pursuant to these presents shall be made by or on behalf of the Board and shall (except in the case of manifest error) be binding on all persons.

16 REDEMPTIONS

- 16.1 An 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. 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;
 - (c) relate to Participating Shares; and
 - (d) 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.
- 16.2 If, on any Dealing Day, the aggregate of all Redemption Requests represents more than twenty per cent (20%) of the total value of all the Participating Shares in issue on that Dealing Day, the Board shall have the right to redeem the shares to which the Redemption Requests relate at a price determined by a successful sale of the requisite assets of the Company and 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 shares of the Company as a whole.
- 16.3 The Board or the Manager may from time to time determine a minimum redemption amount in respect of each class of shares which are capable of being redeemed.
- 16.4 Redemption Request forms received after the dealing deadline or on a day which is not a Dealing Day shall be treated as having been received on the next Dealing Day.

- 16.5 In the event of a suspension of dealing, Redemption Requests will be processed on the Dealing Day immediately following the cessation of such suspension.
- 16.6 Where a Redemption Request relates to a portion only of shares held by an Applicant and if the redemption of such shares would have the effect of causing the Applicant to hold shares of the Company the value of which is less than a minimum holding (as may be determined by the Company from time to time), the Company shall have the right to acquire the total number of shares held by the Applicant as at the date of the Redemption Request.
- 16.7 Where the Company has elected to proceed with the redemption of Participating Shares, the Manager shall, save for the circumstances set forth in Article 16.2, direct the paying agent to cause to be paid to the Applicant the Redemption Proceeds and the Manager shall use its best endeavours to ensure that a sufficient amount of the assets of the Company are available in cash to enable such payment to be made.
- 16.8 The Redemption Price of each Participating Share shall be at the NAV per Share.
- 16.9 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.
- 16.10 Upon the redemption of shares being effected pursuant to these presents, the Applicant shall cease to be entitled to any rights in respect thereof.
- 16.11 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 COMPULSORY ACQUISITION OR TRANSFER

- 17.1 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.
- 17.2 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.

- 17.3 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.
- 17.4 If any such person upon whom such a notice is served under Article 17.3 does not, within thirty (30) days after such notice is received, comply with the requirements thereof, the Board shall be entitled to compulsorily acquire the said Participating Shares. 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.
- 17.5 Any Participating Shares acquired or transferred pursuant to this Article 17 shall be valued at the last Valuation Point.

18 TEMPORARY SUSPENSION OF DEALINGS

- 18.1 The Board is empowered to suspend the calculation of all dealings pertaining to 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.
- 18.2 The Board's power to suspend dealings and the calculation of the Net Asset Value in the circumstances described in paragraph (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.

- 18.3 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.
- 18.4 Each declaration by the Board pursuant to this Article 18 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.
- 18.5 To the extent not inconsistent with such official rules and regulations the determination of the Board shall be conclusive.
- 18.6 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.
- 18.7 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.

19 MODIFICATIONS OF RIGHTS

- 19.1 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.
- 19.2 The special rights attached to any class of shares shall be deemed not to be varied by :-
 - (a) the creation, allotment or issue of further shares ranking *pari passu* therewith;
 - (b) by the creation, allotment, 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 34.3.

20 CERTIFICATES

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

21 TRANSFER OF SHARES

- 21.1 All transfers of shares shall be effected by a transfer in writing in a form approved by the Board but need not be under seal, and every form of transfer shall state the full name and address of the transferor and transferee. No transfer of Management Share may be effected without the prior written consent of the Board.
- 21.2 The instrument of transfer of a Share shall be signed by or on behalf of the transferor. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof.
- 21.3 Without prejudice to the generality of the above Article 21.2, the Board shall refuse to register a transfer of shares where such transfer would lead to Participating Shares being held directly or indirectly by any person who is not a Qualified investor.
- 21.4 Where the Board refuses to register a transfer of any Participating Share, it shall, within 28 days of the date on which the form of transfer was delivered to it, send to the transferor and to the transferee notice of the refusal specifying therein the reasons for such refusal.
- 21.5 The registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine, PROVIDED ALWAYS THAT such registration of transfers shall not be suspended for more than sixty (60) days in any year.

22 MEETINGS OF SHAREHOLDERS

- 22.1 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.
- 22.2 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.
- 22.3 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.
- 22.4 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.
- 22.5 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.

- 22.6 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 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.
- 22.7 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.
- 22.8 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.
- 22.9 Save as otherwise provided in this Constitution, the meeting of shareholders shall be governed by the Fifth Schedule to the Act.

23 BOARD OF DIRECTORS

- 23.1 Unless otherwise determined by the Company by Ordinary Resolution, the number of the Directors shall not be less than two. The members of the Board shall be appointed by the holders of the Management Shares.
- 23.2 Notwithstanding article 23.1, the board of the Company shall at all times consist of two Mauritian resident directors.
- 23.3 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.
- 23.4 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.
- 23.5 The 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 Directors and any alternate Directors may also be paid 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.
- 23.6 The Board may in addition to such remuneration as is referred to in Article 23.5 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.
- 23.7 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.

- 23.8 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.
- 23.9 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.
- 23.10 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.
- 23.11 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; and
 - (e) If he is removed from office by an Ordinary Resolution of the Company.
- 23.12 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.

23.13 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.

23.14 A Director shall be capable of being appointed or re-elected a Director despite having attained the age of 70 and shall not be required to retire by reason of his having attained that age.

24 TRANSACTIONS WITH DIRECTORS

24.1 Subject to the disclosure requirements and formality requirements of the Act in relation to transactions with Directors and transactions in which Directors have an interest, a Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director on such terms as to tenure of office and otherwise as the Board may determine, and 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 in which any Director is in any way interested be liable to be avoided.

24.2 Subject to the disclosure requirements and formality requirements of the Act, a Director shall, for the purposes of Section 152 of the Act, be counted in the quorum and shall be entitled to vote in respect of his appointment to hold any office or place of profit under the Company or the arrangement of the terms of any such appointment or in respect of any contract or arrangement in which he is materially interested.

24.3 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.

24.4 Subject to any applicable provisions of Part IX 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.

24.5 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).

25 POWERS OF THE BOARD

- 25.1 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 regulation 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.
- 25.2 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.
- 25.3 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.
- 25.4 In accordance with the Fourteenth (14th) Schedule of the Act, the Board may enter into major transactions without having to obtain the approval of the shareholders of the Company.

26 PROCEEDINGS AT BOARD MEETINGS

- 26.1 The provisions of the Eighth Schedule to the Act shall not apply to the Company and are replaced by this Article 26.
- 26.2 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.
- 26.3 The quorum for a Board meeting shall be as follows:
- (a) with respect to meetings dealing exclusively with approving or authorising the issuance of Shares and matters ancillary or incidental to such issuance of Shares, two (2) Directors; and

- (b) with respect to meetings dealing with matters other than those stipulated in the preceding sub-paragraph a), three (3) Directors;

26.4 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.

26.5 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.

26.6 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 26.6.
- (b) The notice period to convene a meeting of the Board shall be as follows:
 - i. twenty-four (24) hours for meetings dealing exclusively and solely with approving or authorising the issuance of Shares and matters ancillary or incidental to such issuance of Shares; and
 - ii. one hundred and twenty (120) hours for meetings dealing with matters other than those stipulated in the preceding sub-paragraph (b) (i).;

provided always that where a meeting is held to approve or authorise the issuance of shares together with other matters, the notice period 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.

26.7 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.

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

26.9 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.

26.10 Save as otherwise provided in this Article 26, the Board may regulate its own procedure.

27 SECRETARY

27.1 The Secretary shall be appointed or removed by the Board. The first Secretary shall, until removed or replaced by the Board, be GFin Corporate Services Ltd.

27.2 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 THE SEAL

28.1 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.

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

29 FINANCIAL YEAR

The financial year shall be determined by the Board provided that the first financial year shall start as from the date of incorporation of the Company to last up to such time as fixed by the Board, but shall not exceed eighteen (18) months from the date of incorporation.

30 ACCOUNTS

- 30.1 The Board shall cause proper books of account 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.
- 30.2 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.
- 30.3 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.

30.4 A copy of every balance sheet and of all documents annexed thereto, including the reports of the Board and the Auditors, shall, at least twenty-one days before the meeting, be served on each of the registered holders of shares, in the manner in which notices are hereinafter directed to be served and on all holders of debentures and on the Auditors. 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.

31 AUDIT

31.1 The Company shall at each Annual Meeting appoint an Auditor or Auditors to hold office until the next Annual Meeting.

31.2 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.

31.3 A Director or officer of the Company shall not be capable of being appointed as an Auditor of the Company.

31.4 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.

31.5 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.

31.6 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.

31.7 Any Auditor shall, on quitting office, be eligible for re-election.

32 NOTICES

32.1 Any notice or document may be served by the Company on any shareholder either personally or by sending it 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.

- 32.2 Notices to be posted to addresses outside Mauritius shall so far as practicable be forwarded by prepaid airmail.
- 32.3 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.
- 32.4 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.
- 32.5 Unless otherwise specified elsewhere in this Constitution, any notice or other document, 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. A notice may be given by advertisement and notice so given shall be published in at least one international newspaper and shall be deemed to have been served at noon on the day on which the advertisement appears.
- 32.6 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.

33 AMENDMENT TO CONSTITUTION

- 33.1 The Company may by Special Resolution alter or modify this Constitution as originally drafted or as amended from time to time.

34 WINDING UP

- 34.1 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.
- 34.2 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 Shares of the sums paid by such holder to acquire such Management Shares;
- (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.

- 34.3 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.

35 INDEMNITY

- 35.1 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.
- 35.2 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.
- 35.3 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 **MCB Cash Management Fund**.



For and on behalf of

GFin Corporate Services Ltd

Secretary

MCB Cash Management Fund

Date: November 06, 2015