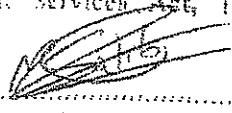


**A P P R O V E D** by the  
Malta Financial Services Authority  
in terms of section 11 of the  
Investment Services Act, 1994

Signature 

Name *Malcolm Saliba*

*27/3/2012*

## **OFFERING MEMORANDUM**

*relating to the offering of non-voting participating Shares in  
Funds, each being a segregated class of Shares, in*

### **RBAM I FUNDS SICAV PLC**

*("the Company")*

*(A company organised as a multi-fund investment company with variable share capital  
pursuant to the Companies Act, Cap 386 of the Laws of Malta,  
Registered on the 25<sup>th</sup> January 2008 and licensed by the Malta Financial Services  
Authority as a collective investment scheme under  
the Investment Services Act, Cap 370 of the Laws of Malta)*

The Company is licensed by the Malta Financial Services Authority ("MFSA") as a Professional Investor Fund which is available to Qualifying Investors. Professional Investor Funds are Non-Retail schemes. Therefore, the protection normally arising as a result of the imposition of the MFSA's investment and borrowing restrictions and other requirements for retail schemes do not apply. Investors in PIFs are not protected by any statutory compensation arrangements in the event of the fund's failure. The MFSA has made no assessment or value judgment on the soundness of the fund or for the accuracy or completeness of statements made or opinions expressed with regard to it.

**This Offering Memorandum should be read in conjunction with the  
Supplements issued by the Company in respect of the offer of shares in the  
Funds.**

**27 March 2012**

**This Offering Memorandum replaces the previous version  
dated 31 May 2011**

*This Offering Memorandum is prepared in accordance and complies with the Licence Conditions  
and other requirements established by the Malta Financial Services Authority under the  
Investment Services Act, Cap 370 of the Laws of Malta.*

## 1. IMPORTANT INFORMATION

**THIS DOCUMENT IS IMPORTANT. BEFORE YOU PURCHASE ANY OF THE SHARES REPRESENTING INTERESTS IN THE FUNDS YOU SHOULD REFER TO THE SUPPLEMENT RELATING TO THAT FUND. NON VOTING INVESTOR SHARES IN THE FUNDS MAY ONLY BE SUBSCRIBED BY QUALIFYING INVESTORS AS DEFINED HEREUNDER. YOU SHOULD ENSURE THAT YOU FULLY UNDERSTAND THE NATURE OF AN INVESTMENT IN THE FUNDS, THE RISKS INVOLVED AND YOUR OWN PERSONAL CIRCUMSTANCES. IF YOU ARE IN ANY DOUBT ABOUT THE CONTENTS OF THIS OFFERING MEMORANDUM YOU SHOULD TAKE ADVICE FROM AN APPROPRIATELY QUALIFIED ADVISOR.**

The Directors of the Company, whose names appear under the section headed 'Management and Administration', are the persons responsible for the information contained in this Offering Memorandum. To the best of the knowledge and belief of the Directors (who have all taken reasonable care to ensure such is the case) the information contained in this Offering Memorandum and any Supplement thereto is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly.

No broker, dealer, salesman or other person has been authorised by the Company, its Directors, JSC "RB Asset Management" IMF ("the Investment Manager") to issue any advertisement or to give any information or to make any representations in connection with the offering or sale of Shares (as defined herein) other than those contained in this Offering Memorandum and any Supplement thereto and in the documents referred to herein, in connection with the offer hereby made, and if given or made, such information or representations must not be relied upon as having been authorised by the Company, its Directors or the Investment Manager.

The Company is organised under the laws of Malta as a multi-fund investment company with variable Share capital (SICAV) pursuant to the Companies Act, *Cap 386 of the Laws of Malta*, with the Funds constituting a separate patrimony in terms of Legal Notice 241 of 2006. The Company is regulated as a collective investment scheme in Malta under the Act, is licensed by the Malta Financial Services Authority ("MFSA") and qualifies as a Professional Investor Fund. The licensing of the Company does not constitute a warranty by the MFSA as to the performance of any of the Funds (as defined herein) and the MFSA is not in any way liable for the performance or default of the Company or any Fund.

This Offering Memorandum and any Supplement thereto do not constitute, and may not be used for purposes of, an offer or invitation to subscribe for Shares by any person in any jurisdiction:

- (i) In which such offer or invitation is not authorised, or,
- (ii) In which the person making such offer or invitation is not qualified to do so, or,
- (iii) To any person to whom it is unlawful to make such offer or invitation.

It is the responsibility of any persons in possession of this Offering Memorandum and any Supplement thereto and any persons wishing to apply for Shares to inform themselves of, and to observe and comply with, all applicable laws and regulations of any relevant jurisdiction. Prospective applicants for Shares should inform themselves as to the legal requirements of so applying and any applicable exchange control requirements and taxes in the countries of their nationality, residence or domicile.

The Shares have not been nor will be registered under the United States Securities Act of 1933 (the "1933 Act"), as amended or under any State securities law and, except with the specific consent of the Directors, may not be offered or sold directly or indirectly, in the United States of America, its territories or possessions or any area subject to its jurisdiction (the "United States") or to any U.S. Person (as defined in Regulation S of such Act, as amended from time to time). In addition the Company will not be registered under the United States Investment Company Act of 1940 (the "1940 Act"), as amended and the investors will not be entitled to the benefits of the 1940 Act. Based on interpretations of the 1940 Act by the staff of the United States Securities and Exchange Commission relating to foreign investment companies, if the Company has more than 100 beneficial owners of its securities who are U.S. Persons, it may become subject to the 1940 Act. The Directors will not knowingly permit the number of holders of Shares who are U.S. Persons to exceed 70.

A copy of this Offering Memorandum and any Supplement thereto has been filed with the MFSA.

Applications for the purchase of Shares are accepted only on the basis of the current Offering Memorandum. Any person relying on the information contained in this Offering Memorandum, which was current at the date shown, should check with the Investment Manager that this document is the most current version and that no revisions have been made nor corrections published to the information contained in this Offering Memorandum since the date shown.

Statements made in this Offering Memorandum and any Supplement thereto relating to the Funds are, except where otherwise stated, based on the law and practice currently in force in Malta and are subject to changes therein.

Investment in any of the Funds should be regarded as a long-term investment. Your attention is drawn to the section headed "Risk Factors" of this Offering Memorandum.

**Copies of this Offering Memorandum may be obtained from the Investment Manager, the Administrator or the Custodian.**

**This Offering Memorandum is updated version of the Offering Memorandum dated 13 February 2008 updated to provide for a change in the way the Net Asset Value shall be expressed.**

## TABLE OF CONTENTS

<b>1. IMPORTANT INFORMATION.....</b>	<b>2</b>
<b>2. DEFINITIONS .....</b>	<b>5</b>
<b>3. DESCRIPTION OF THE COMPANY .....</b>	<b>9</b>
<b>4. INVESTMENT OBJECTIVES, POLICIES AND RESTRICTIONS.....</b>	<b>10</b>
<b>5. RISK FACTORS.....</b>	<b>11</b>
<b>6. BUYING, SELLING AND SWITCHING .....</b>	<b>15</b>
<b>7. MANAGEMENT AND ADMINISTRATION .....</b>	<b>23</b>
<b>8. CONFLICTS OF INTEREST .....</b>	<b>25</b>
<b>9. CHARGES AND EXPENSES .....</b>	<b>26</b>
<b>10. TAXATION .....</b>	<b>29</b>
<b>11. GENERAL INFORMATION .....</b>	<b>32</b>
<b>APPENDIX I .....</b>	<b>36</b>
<b>APPENDIX II.....</b>	<b>38</b>
<b>APPENDIX III .....</b>	<b>41</b>
<b>APPENDIX IV .....</b>	<b>43</b>
<b>DIRECTORY.....</b>	<b>45</b>

## 2. DEFINITIONS

"Accumulation Investor Share"	Non Voting Shares constituting a Class in respect of which the net income is to be accumulated and which represents an interest in such number (including fractions) of undivided parts in the net assets of the Fund to which it relates.
"Act"	The Investment Services Act, Cap 370 of the Laws of Malta.
"Administrator"	Valletta Fund Services Limited
"Application Form"	the Company's official document on which application for purchase of Shares in the Fund is made.
"Articles"	the Articles of Association of the Company.
"Auditors"	the auditors for the time being of the Company.
"Board" or "Directors"	the Board of Directors of the Company for the time being including any committee of the Board.
"Business Day"	unless otherwise determined by the Directors from time to time, any day of the week other than a Saturday, a Sunday or a public holiday in Malta or such other day as the Directors may determine from time to time.
"Closing Date"	The date on which the Initial Offering Period for a particular Fund ends. The Closing Date for each Fund will be set out in the Offering Supplement relating to such Fund.
"Company"	RBAM I FUNDS SICAV PLC registered in Malta as a multi-fund investment company with variable Share capital bearing registration number, SV 79.
"Custodian"	JSC "Rietumu Banka"
"Dealing Day"	any day which is a Business Day being a day on which the Net Asset Value of the Funds is determined as specified in the Supplement to the Offering Memorandum relating to that Fund.
"Distribution Investor Shares"	Non Voting Shares constituting a Class in respect of which net income is to be

	distributed and which represents an interest in such number (including fractions) of undivided parts in the net assets of the Fund to which it relates.
"Euro"	the lawful Unit of account of the Euro Zone.
"Founder Shares"	Voting Shares in the Company which do not constitute a Fund.
"Fund"	The class or classes of Non Voting Investor Shares in the Company which the Directors may from time to time declare to constitute a Fund of the Company. The assets and liabilities of a Fund shall be treated as a patrimony separate from the assets and liabilities of each other Fund of the Company.
"Initial Offer Period"	In relation to a particular Fund, the period from the date of the Offering Supplement relating to that Fund until the Closing Date specified therein.
"Investment Manager"	JSC "RB Asset Management" IMF
"Launch Date"	2nd May 2008
"Malta"	the Republic of Malta.
"Member State"	Any European Union Member State as the context may require and "Member States" shall be construed accordingly
"MFSA"	the Malta Financial Services Authority.
"Minimum Investment"/ "Minimum Holding"	The minimum amount by reference to the value of Shares that must be subscribed for or held by a Qualifying Investor as specified in the relevant Supplement relating to a Fund.
"Net Asset Value"	the net asset value of any Fund or per Share calculated in accordance with the Articles.
"Non Voting Investor Shares"	Non Voting Shares in the Company which qualify as Accumulation Investor Shares or Distribution Investor Shares and which constitute a Fund of the Company.
"Offering Memorandum"	this document in its entirety including any Supplements thereto relating to the Funds.
"Offering Supplement"	An offering document in relation only to Non Voting Investor Shares in a Fund.

"Performance Fee"	The performance fee which may be payable to the Investment Manager.
"Qualifying Investor"	<p>A person who meets one or more of the following criteria:</p> <ol style="list-style-type: none"> <li>1. a body corporate which has net assets in excess of EUR750,000 or which is part of a group which has net assets in excess of EUR750,000;</li> <li>2. an unincorporated body of persons or association which has net assets in excess of EUR750,000;</li> <li>3. a trust where the net value of the trust's assets is in excess of EUR750,000;</li> <li>4. an individual, or in the case of a body corporate, the majority of its Board of Directors or in the case of a partnership its General Partner who has reasonable experience in the acquisition and/or disposal of :- <ol style="list-style-type: none"> <li>4.1 funds of a similar nature or risk profile;</li> <li>4.2 property of the same kind as the property, or a substantial part of the property, to which the PIF in question relates;</li> </ol> </li> <li>5. an individual whose net worth or joint net worth with that person's spouse, exceeds EUR750,000;</li> <li>6. a senior employee or Director of service providers to the Company;</li> <li>7. a relation or close friend of the promoters limited to a total of 10 persons per Fund;</li> <li>8. an entity with (or which are part of a group with) EUR3.75 million or more under discretionary management, investing on its own account;</li> <li>9. the investor qualifies as a PIF promoted to Qualifying or Extraordinary Investors;</li> <li>10. an entity (body corporate or partnership) wholly owned by persons or entities satisfying any of the criteria listed above which is used as an investment vehicle by such persons or entities.</li> </ol>
"Redemption Form"	The Company's official document on which application for redemption of shares in the Funds is made.
"Redemption Price"	In relation to a particular Fund, the Net Asset Value of that Fund on any Dealing Day at which Non Voting Investor Shares in that Fund will be redeemed.

"Redemption Proceeds"	The Redemption Price multiplied by the number of Non Voting Investor Shares being redeemed, net of any applicable redemption charges.
"Register"	the register in which are listed the names of Shareholders of the Company from time to time.
"Regulated Market"	a multilateral system operated and/or managed by a market operator, which brings together or facilitates the bringing together of multiple third-party buying and selling interests in financial instruments in the system and in accordance with its nondiscretionary rules in a way that results in a contract, in respect of the financial instruments admitted to trading under its rules and/or systems, and which is authorised and functions regularly and in accordance with the provisions of Title III.
"Share"	a Voting or Non Voting Share with no nominal value issued in the capital of the Company, which may be designated in different classes with reference to one or more Funds.
"Shareholder"	a person who is registered as a holder of Shares in the Company.
"Supranational Body"	a body or organisation transcending or going beyond established national boundaries.
"VAT"	value added tax payable in Malta, a tax payable on the supply of goods and services at varying rates, or any other similar tax by whatever name called.

### 3. DESCRIPTION OF THE COMPANY

The Company is organised under the laws of Malta as a multi-fund investment company with variable share capital (SICAV) pursuant to the Companies Act, Cap 386 of the Laws of Malta. The Funds of the Company are licensed by the MFSA as collective investment schemes in Malta under the Act and qualify as Professional Investor Funds targeting Qualifying Investors.

The Company has appointed:

- A. JSC "RB Asset Management" IMF as the Investment Manager to provide management services to the Company and each of the Funds.
- B. JSC "Rietumu Banka" has been appointed as Custodian responsible for the custody of the assets of the Company and the Funds.
- C. Valletta Fund Services Limited has been appointed as Fund Administrator.

As the Company is a multi fund investment company, the Directors are empowered to create different Funds, with each Fund representing a separate portfolio of the Company with their own distinct investment objective and policies and constituting a separate patrimony in terms of Legal Notice 241 of 2006. Accordingly, the assets and liabilities of each Fund of the Company shall be treated, for all intents and purposes of law, as a patrimony separate from the assets and liabilities of each other Fund of the Company.

The rights of Shareholders in the Company's Funds will be represented by separate classes of Non Voting Investor Shares. One or more classes of Non Voting Investor Shares may be created representing different currencies and/or representing different charging structures or other rights in a Fund. Such Share classes will not be represented by separate portfolios of assets but will represent different interest in the portfolio of assets and liabilities represented by the Fund.

The net proceeds from the issue of Non-Voting Investor Shares in respect of each Fund will be invested in accordance with the investment objectives and policies of each Fund as outlined in the Supplement to the Offering Memorandum relating to that Fund.

In the case of Accumulation Investor Shares, the whole of each Fund's net income (if any), after expenses, will be accumulated within such Fund and reflected in the price of the shares of such Fund. In the case of Distribution Investor Shares, part or all of the net income (if any) attributable to Distribution Investor Shares may be distributed to Shareholders by way of dividends in accordance with the Dividend Policy as specified by the Directors of the Company from time to time and set out in the relevant Supplement relating to a Fund.

Detailed procedures of how to buy, sell and switch Non Voting Investor Shares are set out in the section entitled "Buying, Selling and Switching" in this Offering Memorandum. Particular attention is to be given to the section entitled "Investment Objectives, Investment Policies and Investment Restrictions of the Fund" in the Supplement to the Offering Memorandum relating to that Fund and to the section entitled "Risk Factors" in this Offering Memorandum. Further information about the Non Voting Investor Shares and the Company is also set out in the section entitled "General Information".

**The key features of the Funds are outlined in the Supplement to the Offering Memorandum relating to that Fund.**

#### **4. INVESTMENT OBJECTIVES, POLICIES AND RESTRICTIONS**

##### ***Investment Objectives, Policies and Restrictions***

The Investment Objectives, Policies and Restrictions of the Funds are set out in the respective Supplement to the Offering Memorandum relating to the relevant Fund.

Changes to the investment objectives of the Funds shall be notified to investors 30 business days in advance of the change. The change in the investment objectives should only become effective after all pending redemptions linked to the change in the investment objectives received during this 30 day period referred to above have been satisfied. Any applicable redemption fees will also be waived accordingly.

The Directors may, at their sole discretion, alter the Investment Policies and Restrictions of a Fund provided that any material change in Investment Policies and Restrictions shall be notified to the Shareholders of the Fund.

## 5. RISK FACTORS

The investment risks set out below do not purport to be exhaustive and shareholders of any relevant Fund should carefully review this Offering Memorandum and particularly the relevant Fund Supplement in their entirety and consult their own financial advisor regarding the risks associated with investment in the relevant Fund and the suitability thereof to their own personal circumstances.

### **Funds' Investment Objectives**

Investors should be aware that due to the risks inherent in all investments, there can be no guarantee that the investment objective of the Funds will be achieved.

### **Price Volatility and Market Risk**

Price volatility refers to the fact that the values of the underlying securities of the Funds will fluctuate in response to the activities of specific issuers and/or general market conditions referred to also as market risk. As a result of such market risk, the price of Shares of the Funds and the income from them (if any) can go down as well as up and investors may not realise the amount of their initial investment.

### **Interest Rate Risk**

Interest rate risk refers to fluctuations in the value of fixed income securities, including corporate and other debt instruments, resulting from changes in interest rates. In general, if interest rates rise, fixed income security prices fall. In addition, interest rate risk tends to increase as the duration of a fixed income security increases. Interest rates are determined by factors of supply and demand in the international money markets which are influenced by macro economic factors, speculation and central bank and government intervention. Fluctuations in short term and/or long term interest rates may affect the value of the Shares. Fluctuations in interest rates of the currency in which the Shares are denominated and/or fluctuations in interest rates of the currency or currencies in which the Fund Assets are denominated may affect the value of the Shares.

### **Credit Ratings**

Credit ratings are assigned by rating agencies such as Standard & Poor's (S&P). It is important to understand the nature of credit ratings in order to understand the nature of the Securities. The level of a credit rating is an indication of the probability that (in the opinion of the rating agency) payments will be made on the relevant bond(s) or other obligation(s) to which the credit rating relates. Bonds with a rating of AAA, AA, A or BBB by S&P are called "investment grade" bonds and this indicates that the risk of a failure to repay amounts is limited. While credit ratings can be a useful tool for financial analysis, they are not a guarantee of quality or a guarantee of future performance in relation to the relevant obligations. Ratings assigned to securities by rating agencies may not fully reflect the true risks of an investment. Ratings may also be withdrawn at any time.

### **Credit Risk**

Credit risk refers to the possibility that the issuer of a security will be unable, or is perceived to be unable, to make interest payments and/or repay the principal on its debt. Bonds or other debt securities involve credit risk to the issuer which may be evidenced by the issuer's credit rating. Securities which are subordinated and/or have a lower credit rating are generally considered to have a higher credit risk and a greater possibility of default than more highly rated securities. In the event that any issuer of bonds or other debt securities experiences financial or economic difficulties, this may affect the value of the relevant securities (which may be zero) and any amounts paid

on such securities (which may be zero). This may in turn affect the Net Asset Value per share.

### **Liquidity Risk**

Liquidity risk is the risk that a Fund will not be able to pay redemption proceeds within the normal time periods described in the Offering Memorandum because of unusual market conditions, an unusually high volume of redemption requests or other reasons. In such circumstances, the Manager may limit the total number of shares to be redeemed on any Dealing Day and may also temporarily suspend determination of the Fund's Net Asset Value together with the sale and repurchase of shares.

### **Exchange Rate Risk**

Currency fluctuations between the base currency of a fund, and,

- (i) the investor's currency of reference, and,
- (ii) the currency of the underlying investments of the Fund,

may adversely affect the value of investments and the income derived therefrom.

### **Specific risks in respect of funds of funds**

The risk factors associated in respect of funds investing in other funds, is implied in that their investment prospects and performance are closely linked to the prospects and performance of the underlying funds in which they invest. The risk factors associated with such underlying funds are more fully set out in the respective underlying funds' prospectuses, which are available upon request from the Manager.

### **Specific risks in respect of funds investing in emerging countries**

Some of the Funds may invest in emerging markets. Investments in emerging markets can be subject to risks not normally associated with more developed markets. These risks mainly relate to the instability of the economies of emerging markets, political uncertainties and, in some cases, the illiquidity of the market.

Investors should be aware that any downturn in the economies of emerging countries might adversely affect the servicing and ultimate repayment of the investments of the Fund. Additionally, market practices in relation to the settlement of securities transactions and the custody of assets in emerging markets can provide increased risk of loss to the Fund.

### **Investments in sub investment grade securities**

Some of the Funds may invest a substantial part of their assets in sub investment grade securities. Sub investment grade securities offer a very low level of protection towards the honouring of principal and interest payments by issuers. The lower the rating of a sub investment grade security, the lower the protection (if at all) afforded against credit defaults by the respective issuers.

Investment in sub investment grade securities may subject the Funds to higher credit risk and higher market risk than that normally associated with investment in investment grade securities. Under adverse economic and/or market conditions or specific issuer risk, there is also a risk that highly leveraged issuers may be unable to service their debt obligations or to repay their obligations upon maturity. In addition, such securities may be more illiquid (i.e., harder to value and sell) than higher-rated securities. Accordingly their buying and selling may be time consuming and may need to be effected at unfavourable prices. In addition, such illiquidity may require that such securities' valuation be dependent upon a valuer's opinion.

The trading volumes on emerging Stock Exchanges are substantially less than the world's leading stock markets. Accordingly the buying and selling of securities may be time consuming and may need to be effected at unfavourable prices. Although it is not envisaged that this should create any difficulty in valuing the Funds' investments, reduced secondary market liquidity may have an adverse effect on the market price of such securities and the Company's ability to dispose of particular securities to meet its liquidity requirements.

#### **Investments in smaller companies**

Insofar as Funds invest in the securities of smaller companies, may involve greater risk than is customarily associated with investment in larger, more established companies. In particular, smaller companies often have limited product lines, markets or financial resources and may be dependent for their management on one or two key individuals. This may result in investments in such markets being volatile.

#### **Investments in unquoted companies**

Funds investing in the securities of unquoted companies can be subject to risks not normally associated with quoted securities. These risks mainly relate to the illiquidity of the market.

#### **Exposure to sectors or markets**

Funds may be exposed to certain sector or market risk in view of the absence to any investment restrictions:

- between debt securities of issuers in different markets;
- between debt securities of issuers in any one market.

#### **Erosion of capital**

When an investor redeems part of his/her holding he/she should be aware that these redemptions will be made from the sale of Shares and may result in an erosion of capital.

In addition, deduction of the initial charge (where applicable) means that if an investor withdraws from the investment in the short-term he may not get back the amount he invested. Hence, investment in the Funds should be regarded as a long-term investment.

#### **Financial Derivative Instruments ("FDIs")**

Some of the Funds of the Company may transact in FDIs for both the purposes of efficient portfolio management and as part of the relevant Funds' Investment Policy. The term efficient portfolio management refers to transactions that are entered into with the aim of reducing risk, reducing cost or generating additional capital for the relevant Fund with an appropriate level of risk, taking into account the risk profile of the relevant Fund. The types of FDIs that the Funds may transact in include forward foreign exchange contracts, futures, purchased and/or written options (both listed and OTC), exchange rate swaps and interest rate swaps.

The Funds may, in due course, also transact in credit default swaps, total return swaps and contracts for differences. The intentions referred to in this paragraph may, at the discretion of the Manager, be changed at any time subject that such changes are duly reflected in an updated version of the Offering Memorandum, or via an addendum thereto.

Should the need arise, when transacting in FDIs, the relevant Fund may be required to collateralize the Fund's assets, whether by way of outright collateral transfers or by way of security interests thereon, in order to secure the obligations undertaken by the

Company. FDIs are highly specialised instruments that require investment techniques and risk analyses different from those associated with equity and debt securities.

**There can be no guarantee or assurance that the use of FDIs will meet or assist in meeting the investment objectives of a Fund.**

FDIs do not always perfectly or even highly correlate or track the value of the securities, rates or indices they are designed to track. Consequently, the Investment Manager's use of FDIs may not always be an effective means of, and sometimes could be counter-productive to, the relevant Fund's investment objective. The prices of FDIs, including futures and options, are highly volatile. Payments made pursuant to swap agreements may also be highly volatile.

## 6. BUYING, SELLING AND SWITCHING

### 1. *Dealing Prices*

Requests to buy, sell and switch Non Voting Investor Shares constituting a Fund, will be dealt at the appropriate dealing price based on the Net Asset Value per Share for each class of shares in each Fund calculated as at the dealing times specified in the Supplement relating the Fund.

The dealing price per Share for buying Non Voting Investor Shares (the Issue Price per Share) will be equivalent to the Net Asset Value per Share for each class of Non Voting Investor Shares of the relevant Fund. An initial charge, as specified in the Supplement to the Offering Memorandum relating to that Fund, is applicable for buying shares. This charge will be automatically deducted from the amount invested.

The dealing price per Share for selling shares (the Redemption Price per Share) will be equal to the Net Asset Value per Share for each class of shares in each Fund plus any applicable exit fee as may be specified in the Supplement to the Offering Memorandum relating to that Fund.

The dealing prices applicable for switching of Shares will be the issue and redemption prices per Share of the class of shares of the relevant Fund

### 2. *Dealing Times*

The Administrator shall calculate, as at 1.00 p.m. on each Dealing Day, the Net Asset Value per Share of the Funds for each class of Non Voting Investor Shares constituting these Funds.

Full details of the method of determination of the Net Asset Value per Share are set out in Appendix I and II of this Offering Memorandum.

### 3. *Procedure to buy Shares*

#### *a. Application Form*

Applications for Non Voting Investor Shares in a Fund from new investors must be made on the Application Form and applications from existing Shareholders may be made either on an Application Form or in writing (including facsimile communication or by any other electronic means acceptable to the Administrator subject that such requests are followed by the original signed instructions) directly to the Administrator. The application to purchase Shares in writing, if accepted by the Administrator, will constitute a legally binding contract. The Administrator reserves the right to reject any application in whole or in part.

**ALL APPLICATIONS FOR NON VOTING INVESTOR SHARES IN THE FUNDS OF THE COMPANY SHOULD BE ACCOMPANIED BY A DULY COMPLETED QUALIFYING INVESTOR DECLARATION FORM AS SET OUT IN THIS OFFERING MEMORANDUM.**

#### *b. Cut off times for receipt of applications*

Applications for the purchase of Shares received at the Administrator's Office up to 4.00p.m. three Business Days before a Dealing Day, if accepted by the Administrator, will be dealt at the prices calculated as at 1.00 p.m. on the following Dealing Day.

Applications received after this cut off date if accepted by the Administrator, will be dealt at the prices calculated as at 1.00 p.m. on the next following Dealing Day.

i. *Payment for investments*

Applications are to be accompanied by payment by means of a bank transfer as per the bank details appearing on the application form. When payment is received by the Administrator in a currency other than the base currency of the Fund, the Administrator will make the necessary arrangements to convert the investment monies in the base currency of the Fund at the prevailing exchange rate/s). Any applicable bank charges will be borne by the investor/s.

ii. *General*

Each Qualifying Investor must represent and warrant to the Investment Manager and/or Administrator that amongst other things he is able to buy Non Voting Investor Shares without violating applicable laws.

The Investment Manager and/or Administrator reserves the right to seek evidence of identity to comply with the Prevention of Money Laundering and Funding of Terrorism Regulations, 2003. In the case of failure to provide satisfactory information, the Company may take such action, as it thinks fit.

Shares may not be issued and may be subject to mandatory redemption or transfer by the Company, inter alia:

- In circumstances where the Company, Fund or any Shareholder may suffer a tax, pecuniary, administrative or other disadvantage; and
- Where Shares are or may be held by a U.S. Person without the consent of the Directors, or otherwise in breach of any laws or regulations. Further details are given in Appendix III.

Investments in a Fund may be made in the form of a lump sum investment. The minimum initial lump sum investment for a class of Non Voting Investor Shares of a Fund will be specified in the Supplement to the Offering Memorandum relating to that Fund. Additional investments in any Fund are not subject to a minimum.

c. ***Contract Notes, Statements, Valuations and Share Certificates***

Contract notes containing full details of the investment will be issued and normally dispatched within 48 hours of the Dealing Day on which the order to purchase shares is effected. In addition, investors will be sent, on a six monthly basis, a valuation of their holdings as at 30 September and 31 March.

Contract notes will be mailed to the registered address held at the Investment Manager's office, and in the case of joint holders, such delivery shall be deemed as sufficient delivery to all joint holders and shall discharge the Company of its obligation towards the other joint holder/s.

d. ***Registrations***

All Shares will be registered and an entry in the Register of Shareholders will be conclusive evidence of ownership. No share certificates will be issued, unless specifically requested by investors at the time of application. The uncertificated form allows the Administrator to effect redemption and switching instructions without delay and the Administrator therefore recommends that investors maintain their Shares in an uncertificated form.

If certificated Shares are requested, a Share certificate will be dispatched either to the investor or his nominated agent (at his risk) normally within 28 days of completion of the registration process.

Any change to a Shareholder's personal details, or loss of certificates must be notified to the Administrator immediately in writing. The Administrator reserves the right to request indemnity or verification before accepting such notification.

#### **4. Procedure to Sell Shares**

##### **a. Redemption instructions**

Shareholders may, at any time, irrevocably request via signed instructions to the Administrator, the redemption of their Non Voting Investor Shares in any Fund.

Redemption instructions may be made on a Redemption Form or in writing in a form acceptable to the Administrator (including facsimile instructions, subject that such requests are followed by the original signed instructions) directly to the Administrator.

Partial sales of Shareholdings are acceptable provided the resultant value of the Shareholding does not fall below the Minimum Holding established for each Fund as specified in Supplement to the Offering Memorandum relating to that Fund. The Administrator may, at its complete discretion, redeem a Shareholding with a value of less than such Minimum Holding.

Shareholders may not revoke or withdraw redemption instructions delivered to the Administrator, even if the Directors elect to exercise their power of deferral.

Depending on the amount/s redeemed, this may result in an overall erosion of the capital invested.

##### **b. Cut off times for receipt of redemption instructions**

Redemption instructions received at the Administrator's Office up to 4.00p.m. three Business Days before a Dealing Day, if accepted by the Administrator, will be dealt at the prices calculated as at 1.00 p.m. on the following Dealing Day. Redemption instructions received after this cut off date at the Administrator's Office if accepted by the Administrator, will be dealt at the prices calculated as at 1.00 p.m. on the next following Dealing Day.

##### **i. Payment of redemption proceeds**

Payment of the redemption proceeds will be made by the Administrator in the Base Currency of the Funds, (or other major currency equivalent) within a maximum of fourteen (14) Business Days of the relevant Dealing Day. Payment will be made by cheque payable to the registered holder or by bank transfer to an account held in the name of the registered holder as duly instructed in the redemption instructions. The Company or the Administrator shall not be responsible for any delay in transmission.

In the case of a share held jointly by two or more persons, the Administrator shall cause the redemption payment to be made to:

- in the case of payment by cheque, this will be made payable to any one or more of the joint holders as requested in the redemption instructions. Otherwise, the Administrator will make the cheque payable to all named holders up to a maximum of four such named holders;

– in the case of payment to an account, this will be made to the account held in the name of any one or more of the joint holders as requested in the redemption instructions.

Payment of the redemption proceeds as specified above shall be deemed as having been effected to all joint holder/s and shall discharge the Company of its obligation towards the other joint holder/s.

Any applicable bank charges will be borne by the registered holder/s.

**c. Contract Notes**

Contract notes containing full details of the redemption will be issued by the Administrator as soon as possible and in any case not later than fourteen (14) Business Days following the Dealing Day on which the order to sell is effected.

Contract notes will be mailed to the registered address held at the Administrator's office and, in the case of joint holders, such delivery shall be deemed as sufficient delivery to all joint holders and shall discharge the Company of its obligation towards the other joint holder/s.

**d. Deferral of Redemption of Shares**

The Directors may limit the total number of Non Voting Investor Shares that may be redeemed on any Dealing Day to 10% of the outstanding Non Voting Investor Shares in a Fund. In such an event, the Directors will reduce all valid redemption instructions pro rata to the number of Non Voting Investor Shares requested to be redeemed. The balance of such Non Voting Investor Shares will be redeemed on the next Dealing Day, subject to the Directors' same power of deferral until the original redemption instructions have been satisfied.

Shareholders may not revoke or withdraw redemption instructions delivered to the Administrator, even if the Directors elect to exercise their power of deferral.

**e. Temporary Suspension of Redemption of Shares**

The Directors shall have the power to suspend redemption of Non Voting Investor Shares for which redemption requests have been received if they should determine that the calculation of the Net Asset Value is not practicable or reasonable, or that redemption would involve the realisation of assets of the Fund which in the opinion of the Directors could, if realised at that particular moment in time, adversely affect and prejudice the interest of Shareholders in the Fund.

No issue of Non Voting Investor Shares will take place during any period when the redemption of Non Voting Investor Shares has been suspended.

Notice of the suspension of redemption will be given to any shareholder tendering his shares for redemption. The redemption will then take place on the first Dealing Day following the end of the suspension.

**f. Redemption in Specie**

The Company may, in circumstances where an investor has given instructions to redeem such number of Non Voting Investor Shares in any of the Funds as would on the relevant Dealing Day be equivalent to 5% or more of the Net Asset Value of that Fund, with the approval of the Custodian and the Qualifying Investor, satisfy any such redemption instructions by the transfer to that Qualifying Investor of assets of that Fund in specie.

In these circumstances the Company shall transfer to such Qualifying Investor that proportion of the assets of the Company which is then equivalent in value to the shareholding of the Qualifying Investor then requesting the redemption of shares, but adjusted as the Company may determine to reflect the liabilities of the Company.

The nature of the assets and the type of the assets to be transferred to a Qualifying Investor in the afore-mentioned circumstances shall be determined by the Company on such basis as the Company, with the consent of the Custodian shall deem equitable and not prejudicial to the interests of both the remaining and outgoing investors. For the foregoing purpose the value of assets shall be determined on the same basis as used in calculating the Net Asset Value.

**5. Procedure to Switch Shares**

Switching of Shares is available between all Funds. Shareholders may switch Non Voting Investor Shares in any one Fund (the "Original Shares") into Non Voting Investor Shares in any other Fund (the "New Shares"), and are entitled to do so on any Dealing Day provided that the resultant value of the Shareholding for each Fund does not fall below the Minimum Holding specified in the Supplement to the Offering Memorandum relating to that Fund.

Shareholders are required to note that switching of Non Voting Investor Shares from or to the Funds is also dependent on the terms applicable to the other Fund/s of the Company to be switched to or from.

Where applicable Shareholders may also switch Non Voting Investor Shares from one Share class (the "Original Shares") to another Share class (the "New Shares") within the same Fund.

Any switching request should specify the number of Non Voting Investor Shares to be switched.

On a switch between the Funds, where the initial fee applied on the New Shares is higher than that applied on the Original Shares, the Administrator will usually charge the New Shares the difference in initial fees between the Original Shares and the New Shares. The Investment Manager retains the right to apply up to the maximum initial fee on the New Shares.

Switching of the Original Shares comprised in a valid switching request shall be effected by the redemption of such Original Shares (save that the redemption monies shall not be released to the Shareholder) and the issue of New Shares, such redemption and issue taking place on the same Dealing Day at the dealing prices as described above.

**a. Cut off times for receipt of switching instructions**

Irrevocable switching instructions relating to the Non Voting Investor Shares in a Fund received at the Administrator's Office up to 4.00 p.m. three Business Days before a Dealing Day, if accepted by the Administrator, will be dealt at the prices calculated at 1.00 p.m. on the following Dealing Day. Irrevocable switching instructions received after this cut off date, if accepted by the Administrator, will be dealt at the prices calculated at 1.00 p.m. on the following Dealing Day.

**b. Contract Notes**

The Administrator will dispatch contract notes as soon as possible and in any case not later than 14 Business Days following the Dealing Day on which the order to switch is

fully effected. New Share certificates, if requested, will only be issued on receipt of any Share certificate in respect of the Original Shares.

Contract notes will be mailed to the registered address held at the Administrator's office and, in the case of joint holders, such delivery shall be deemed as sufficient delivery to all joint holders and shall discharge the Company of its obligation towards the other joint holder/s.

**c. Determination of the number of New Shares to be issued on switching**

The number of New Shares to be issued on switching shall be determined by the Administrator in accordance (or as nearly as may be in accordance) with the following formula: -

$$NS = \frac{[A \times B \times C]}{D}$$

where:

NS = the number of New Shares which will be issued;

A = the number of Original Shares to be switched;

B = the redemption price of such Original Shares on the relevant Dealing Day;

C = the rate of exchange determined by the Administrator for switching the Base Currency of the Original Shares into the Base Currency of the New Shares, if applicable; and

D = the issue price of the New Shares on the relevant Dealing Day (including any commissions payable);

Upon a switch, the Administrator shall cause assets or cash representing the value of NS as defined above to be allocated to the class of Shares comprising the New Shares.

**6. Dividend Distributions**

**a. Dividend Policy**

The Directors shall calculate, at each "ex div date" as may be specified in the Supplement to the Offering Memorandum relating to the Fund, the net income available for distribution, adjusted to reflect the re-allocation, if any, of part of the expenses against capital.

Any undistributed income will be reflected in the net asset value per share of the respective Fund.

**b. Dividend payment dates**

Where applicable, the Dividend Payment Dates will be specified in the Supplement to the Offering Memorandum relating to the Fund.

**c. Direct credits and ex div dates**

Dividend payments shall be effected by the Administrator by means of a direct credit into a bank account held in the name of the registered holder as duly notified by the said holder in the payment instructions. In the case of a share held jointly by two or more persons, the Directors shall cause the dividend payment to be made into a bank account held in the name of any one or more of the joint holders, as duly instructed by the said holder/s, and dispatch of the dividend to the account of such holder/s shall be deemed as sufficient delivery to all and shall discharge the Company of its obligation

towards the other joint holder/s. The Company shall not be responsible for any delay in transmission.

Any changes to the bank account details are to be notified to the Administrator by not later than the ex div dates mentioned below. If such changes are not notified to the Administrator by these dates or if it transpires to the Administrator that the bank account is not held in the name of the registered holder/s, the Administrator will reinvest such proceeds. Reinvestment will be made in accordance with the provisions specified below.

Only Qualifying Investors listed on the Register of Shareholders on the relevant "ex div date" in each year shall be entitled to receive dividend payments in respect of the Funds.

All payments are subject in all cases to any pledge (duly constituted) of the Non Voting Investor Shares and to any applicable fiscal or other laws and regulations. In particular, but without limitation, all payments in respect of the Non Voting Investor Shares shall be made net of any amount which the Company is compelled by law to deduct or withhold for or on account of any present or future taxes, duties, assessments or other government charges of whatsoever nature imposed or levied by or on behalf of the Government of Malta or authority thereof or therein having power to tax.

**d. Dividend Warrants**

A dividend warrant will be issued and will show all the payments effected during the year together with any final dividend which may be paid. The dividend warrant will bear a date falling after the end of the respective financial year to which the warrant relates.

**e. Reinvestment option**

Qualifying Investors may elect to reinvest the dividend payments back into the Fund subject that written notification of reinvestment instructions is, (unless prior advised), received at the Administrator's Office by not later than the ex div dates mentioned above.

**f. Dealing Days - Reinvestment Option**

Reinvestment will normally be effected by not later than the second Dealing Day following the dividend payment date at the price prevailing on the respective Dealing Day.

**g. Allocation of Income**

In terms of the Memorandum and Articles of Association of the Company, the amount available for allocation in respect of a Fund shall be a sum equal to the aggregate of the income received or receivable by the Company in respect of the Fund (whether in the form of dividends, interest or otherwise) during the Accounting Period.

**h. Equalisation**

The Company shall operate an equalisation account to ensure that the amount distributed in respect of each Share will be the same for all Shares notwithstanding different dates of issue of those Shares. Accordingly, a sum equal to that part of the issue/redemption price of a Share, which reflects income (if any) accrued up to the date of issue/redemption, will be deemed to be an equalisation payment/ charge and credited (in the case of Share Issues)/ debited (in the case of redemptions) by the Directors to the equalisation account. Part of the first dividend to holders of Shares in

respect of which equalisation payments are made, will be paid out of the equalisation account.

No equalisation in respect of a Fund's accumulated unrealised gains or losses will be effected.

**i. Suspension of Dealing (All Funds)**

The Directors have the power to suspend calculations of Net Asset Value in the circumstances set out in Appendix I. No issue, redemption or switching of Shares will take place during any period when the calculation of the Net Asset Value is suspended. The Directors reserve the right to delay payment of Redemption Proceeds to persons whose Non Voting Investor Shares have been redeemed prior to such suspension until after the suspension is lifted, such right to be exercised in circumstances when the Directors believe that to make such payment during the period of suspension would materially and adversely affect and prejudice the interest of continuing Shareholders. Notice of any suspension will be given to any Shareholder tendering his Shares for redemption. If the redemption instructions are not withdrawn the Shares will be redeemed on the first Dealing Day following termination of the suspension.

## 7. MANAGEMENT AND ADMINISTRATION

### The Board of Directors

Mr Dmitry Kroutick	Mr Dmitry Kroutick graduated in 1997 from the Social Technologies Institute, Latvia. In 1994, he was licensed for financial mediatory activities at the Ministry of Finance of Latvia. He also attained a license of the FCMC, a professional job linked to the securities market, as well as a license of the Latvia Trading activity (the RSE) in 1996. Mr Kroutick occupied between 1995 and 1996 the position of Funds Manager at JSC "Rietumu Banka". He currently holds the position of Vice President, Head of Securities and Financial Markets Department at the same bank. He is also a director on the board of RB Securities Limited, a company based in Cyprus.
JSC "Rietumu Banka"	JSC "Rietumu Banka" is a licenced financial institution regulated in Latvia by The Financial and Capital Market Commission, based in Riga, Latvia ( <a href="http://www.rietumu.com">www.rietumu.com</a> ).
Dr Frank Chetcuti Dimech	Frank Chetcuti Dimech co-founded CDF Advocates in Malta in 1993. He practices financial services, company, taxation and international law. He holds a Doctorate of Laws and a Masters in Financial Services from the University of Malta and an International Investment Advice Certificate from the Securities and Investment Institute, London. His experience includes financial product development, international financial transactions, financial regulation and tax planning and has worked on behalf of banks, fund managers, investment funds and insurance companies. Currently he focuses on governance of investment funds, especially in the field of compliance and anti-money laundering.

### The Investment Manager

By an agreement dated 5<sup>th</sup> February 2008 the Company has appointed JSC "RB Asset Management" IMF as the Scheme's Investment Manager.

JSC "RB Asset Management" IMF, established in August 2005, has its registered office at 7 Vesetas Street, 11th floor, Riga LV-1013, Latvia. It is being appointed as Investment Manager by the Scheme.

The Investment Manager is regulated by the Latvian Financial and Capital Market Commission and is authorised to provide investment management services to collective investment schemes.

The Investment Manager is a wholly owned subsidiary of JSC "Rietumu Banka".

### Custodian

By an agreement dated 5<sup>th</sup> February 2008 the Company has appointed JSC "Rietumu Banka" as the Custodian. JSC "Rietumu Banka", a regulated entity, has its registered office at 7 Vesetas Street, Riga LV-1013, Latvia. The Custodian is entitled to receive a fee from the Company, details of which are given in the section under the heading

"Charges and Expenses" and to receive reimbursement from the Company of all its out-of-pocket expenses, as more fully described in the Custodian Agreement.

The Custodian Agreement contains provisions whereby the Company agrees to indemnify the Custodian against actions and claims not arising from bad faith, fraud, and failure to perform its obligations or improper performance thereof on the part of the Custodian. In the absence of the foregoing, the Custodian will not be liable to the Company or any investor. The Custodian and the Company are entitled to terminate the agreement by giving six months notice to the other in writing to expire at any time. The Custodian Agreement may also terminate or be terminated, without notice, upon the occurrence of specified events, including the insolvency of the Custodian or the Company and the material breach of obligations under the Agreement.

The Custodian is regulated by the Latvian Financial and Capital Market Commission and is authorised to provide custody services to collective investment schemes.

The Custodian is a joint stock company having 40003074497 as its registration number at the Latvian Republic Enterprises Register.

### **The Administrator and Company Secretary**

By an Agreement dated 5<sup>th</sup> February 2008, the Scheme appointed Valletta Fund Services Limited (TG Complex, Suite 2, Level 3, Brewery Street, Mriehel BKR 3000) as Administrator to perform certain administrative functions and services in relation to the Funds. Valletta Fund Services Limited is a limited liability company, registered in Malta on the 27 September 2006 under Registration Number C39623, and having its registered office at TG Complex; Suite 2, Level 3, Brewery Street, Mriehel BKR 3000. The Administrator is recognised to provide fund administration services by the Malta Financial Services Authority.

The Administrator is a wholly owned subsidiary of Bank of Valletta p.l.c. The Administrator acts as administrator to various other collective investment schemes licensed in Malta.

The Administrator shall be entitled to terminate this Agreement by notice in writing to the Company. In consideration of the services to be performed by the Administrator, the Administrator shall be entitled to receive from the Company a fee based on the net asset value of the Fund

The Company also appointed Valletta Fund Services Limited as Company Secretary.

## 8. CONFLICTS OF INTEREST

The Directors, the Investment Manager, the Administrator, the Custodian, other companies within their respective groups and their officers and major Shareholders are or may be involved in other financial, broking, investment or other professional activities which, in the course of their business, will on occasion give rise to conflicts of interest with the Company. In such circumstances, such persons will have appropriate regard to their respective obligations under the agreements appointing them to act in the best interests of the Company, so far as practicable having regard to their obligations to other clients or schemes, when potential conflicts of interest may arise. Having regard to these obligations, the Company may buy investments from or sell investments to such persons, provided that such dealings are on an arm's length basis and on terms no less favourable to the Company than could reasonably have been obtained had the dealing been effected with an independent third party. Such persons may also hold Non Voting Investor Shares in the Company. Should a conflict of interest arise, the Directors will endeavour to ensure that it is resolved fairly and that the Company shall not be disadvantaged.

The following Directors of the Company and the Investment Manager have disclosed the following interests:

- JSC "Rietumu Banka" is the Custodian of the Company.
- Mr Dmitry Kroutick is the Vice President and Head of Securities and Financial Markets Department at JSC "Rietumu Banka", the Custodian bank.

## 9. CHARGES AND EXPENSES

### ***Remuneration of the Investment Manager***

The Investment Manager will receive a management fee equivalent to a percentage per annum of the Net Asset Value of each Fund (or the Net Asset Value attributable to each class of Shares, where applicable) as may specified in the Supplement to the Offering Memorandum relating to that Fund, payable quarterly in arrears on the last Business Day of the month. The management fee may be increased for any Fund with the agreement of the Company on giving notice to the Shareholders in that Fund. Any VAT, or other tax having a similar effect, which maybe or may become payable on the management fee shall be at the charge of the Company.

The Manager may also be entitled to a Maintenance Fee equivalent to a percentage per annum of the Net Asset Value of each Fund (or the Net Asset Value attributable to each class of Shares, where applicable) as may be specified in the Supplement to the Offering Memorandum relating to that Fund, payable quarterly in arrears on the last Business Day of the month.

The Manager may also be entitled to a Performance Fee as may be specified in the Supplement to the Offering Memorandum relating to that Fund calculated on an annual basis at the end of the accounting year of the Company. The Performance Fee is payable quarterly in arrears on the last Business Day of the month.

### ***Remuneration of the Administrator***

The Administrator will receive an administration fee equivalent to a percentage per annum of the Net Asset Value of each Fund (or the Net Asset Value attributable to each class of Shares, where applicable) as specified in the Supplement to the Offering Memorandum relating to that Fund, payable monthly in arrears on the last Dealing Day of the month. The administration fee may be increased for any Fund with the agreement of the Company on giving notice to the Shareholders in that Fund. Any VAT, or other tax having a similar effect, which maybe or may become payable on the administration fee shall be at the charge of the Company.

### ***Remuneration of the Custodian***

The Custodian will receive, for safe keeping of the assets of each Fund and other services, a custody fee at varying rates based on the value of the assets of each Fund as specified in the Supplement to the Offering Memorandum relating to that Fund. The custody fee may be increased or decreased for any Fund by written agreement between the Company and the Custodian on giving notice to shareholders in the relevant Fund. Currently the custody fee payable to the Custodian is equivalent to the percentage per annum of the Net Asset Value of each Fund, as specified in the table below (subject to a minimum, if any, as indicated) payable monthly in arrears on the last Dealing Day of the month. Any VAT, or other tax having a similar effect, which may be or may become payable on the custodian fees shall be at the charge of the Company.

### ***Remuneration of Directors***

The Directors of the Company shall receive for their services such remuneration as may be determined by the Company in General Meeting from time to time subject to a maximum of 3,500 Euros annum in aggregate.

### ***Audit and Legal Fees***

Audit fees shall be agreed between the Investment Manager and the Auditors. Legal fees shall be agreed between the Investment Manager and the legal advisors and will

be negotiated on a time-spent basis. Audit and legal fees will be paid out of the property of the Company. Any unrecoverable VAT, which may be incurred thereon, shall also be at the charge of the Company.

### ***Other Expenses***

The Investment Manager, the Administrator and the Custodian are entitled to recover reasonable out-of-pocket expenses, incurred in the performance of their duties, out of the assets of the Funds.

The Company shall bear the following expenses, save to the extent that such expenses may be waived or otherwise discharged by any other person and not recovered from the Company:

- All taxes and expenses which may be incurred in connection with the acquisition and disposal of the assets of the Company;
- All taxes which may be payable on the assets, income and expenses chargeable to the Company;
- All brokerage, bank and other charges incurred by the Company in relation to its business transactions (including charges in relation to any borrowing by the Company);
- All fees and expenses due to any valuer, dealer, distributor or other supplier of services to the Company;
- All expenses incurred in connection with the publication and supply of information to the Shareholders and, in particular, without prejudice to the generality of the foregoing, the cost of printing and distributing the annual reports, the interim reports, any report to the MFSA or any other regulatory authority, or any other reports, any prospectus, marketing or promotional materials, the costs of publishing quotations of prices and notices in the press and the costs of obtaining a rating for the Shares of the Company by a rating agency and all stationery, printing and postage costs in connection with the preparation and distribution of cheques, warrants, tax certificates and statements;
- All expenses incurred in the registration of the Company with any government agencies or regulatory authorities in any jurisdiction where registration is available or necessary and all expenses incurred in having the Shares of the Company listed or dealt on any stock exchange or any other regulated market;
- All expenses arising in respect of legal or administrative proceedings;
- All expenses incurred in connection with the operation, promotion and management of the Company, including, without limitation to the generality of the foregoing, all Directors' fees and costs, all costs incurred in organising Directors' and Shareholders' meetings and in obtaining proxies in relation to such meetings, costs incurred in keeping the register of Shareholders, costs of any translations, all insurance premiums and association membership dues and all non-recurring and extraordinary items of expenditure as may arise; and
- Any unrecoverable VAT which may be incurred on any of the above shall also be at the charge of the Company.

– All settlement, transaction fees and out-of-pocket expenses incurred by the Custodian in connection with global custody services provided in relation to the relevant Fund.

– All expenses relating to transaction and safe custody fees incurred by the Custodian in relation to global custody services.

Where such costs and expenses are attributable to a particular fund, they will be charged to that Fund. Where costs and expenses relate to matters common to more than one fund the Directors are entitled, under the Articles, to apportion these costs and expenses pro rata to the Net Asset Value of each relevant Fund at that time.

All expenses shall be charged either against income or against capital as the Directors shall determine.

The costs and expenses incurred in the issue of Shares of each Fund, including the costs incurred in connection with the preparation of the Offering Memorandum and the Supplements thereto relating to one or more Fund and all legal and printing costs, as well as the costs incurred in respect of all marketing material, are paid out of the assets of each respective Fund. These costs and expenses are charged to the respective Fund in accordance with the rules laid down by the Companies Act, Cap 386 of the Laws of Malta.

## 10. TAXATION

### **General**

Investors and prospective investors are urged to seek professional advice as regards both Maltese and any foreign tax legislation applicable to the acquisition, holding and disposal of Shares as well as distributions, if any, made by the Company.

The following is a summary of the anticipated tax treatment applicable to the Company and to its Shareholders in Malta. (This information, which does not constitute legal or tax advice, refers only to Shareholders who do not deal in securities in the course of their normal trading activity).

The information below is based on tax law and practice applicable at the date of this Offering Memorandum. Shareholders of the Company are reminded that tax law and practice and the levels of tax relating to the Company, its Funds and the Shareholders, may change from time to time.

### **The Company**

The tax regime for collective investment schemes is based on the classification of funds into prescribed or non-prescribed funds in terms of the conditions set out in the Collective Investment Schemes (Investment Income) Regulations, 2001 (relevant classification as at the date of this Offering Memorandum of each of the sub-funds of the Company is found below). In general, a prescribed fund is defined as a resident fund which has declared that the value of its assets situated in Malta amount to at least eighty-five percent of the value of the total assets of the fund.

In respect of funds which are classified as non-prescribed funds, a tax exemption at the fund level applies on all the income/capital gains (except for income from immovable property situated in Malta, if any).

Investment income (other than investment income paid by another licensed collective investment scheme) as defined in the Income Tax Act received by a prescribed fund is subject to a withholding tax and such income cannot be received by the fund gross of tax. The applicable rate of withholding tax is currently 15% on local bank interest and 10% on investment income other than local bank interest. The Company (whether in respect of prescribed or non-prescribed funds) is not entitled to a credit or to a refund of any tax at source deducted from income received by the Company. Other income and capital gains (except for income from immovable property situated in Malta, if any) are tax exempt in the hands of prescribed funds.

In respect of both prescribed and non-prescribed funds, capital gains, dividends, interest and any other income from foreign securities held by the Company may be subject to tax imposed by the country of origin concerned and such taxes may not be recoverable by the Company or its Shareholders.

### **The Shareholders**

Capital gains realised on transfers or redemptions by non-residents (covered by the relevant exemption) of Shares in the Company, are exempt from tax in Malta.

Capital gains realised by resident shareholders of the Company on the redemption, liquidation, or cancellation of units in resident non-prescribed funds may be subject to a 15% final withholding tax and the obligation to deduct such tax at source lies on the Company. However the resident shareholder has the option to request the Company not to effect the deduction of the said 15% withholding tax in which case the investor would be required to declare the gains in his income tax return and will be subject to tax at the normal rates.

Switching of units from a non-prescribed sub-fund to another sub-fund (whether prescribed or non-prescribed) of the same collective investment scheme constitutes a taxable transfer for income tax purposes. However no tax is chargeable at the point of the switch. When switched securities are eventually disposed of, the calculation of the taxable gains will take into account any chargeable gains or allowable losses arising from all intermediate switches as well as from the final transfer.

Capital gains realised on direct transfers (if any) to third parties of securities in non-prescribed funds must be declared by the transferor in his tax return and tax is charged thereon at normal rates, so however that on an eventual redemption, the gain on redemption is calculated without reference to the direct intermediate transfer.

Capital gains realised by resident investors by way of a transfer or redemption of shares in prescribed funds, would be exempt for as long as the Shares are listed on the Malta Stock Exchange.

In respect of the non-prescribed Funds that distribute an income, distributions of dividends from the Company's distributable profits, whether these are reinvested or otherwise, to Shareholders (both individual and corporate) who are both domiciled and ordinarily resident in Malta for tax purposes are chargeable to tax under Maltese law. Unless otherwise exempt, the same applies for persons having any one of these attributes missing, to the extent that dividends from the Company are received by them in Malta.

In terms of the Income Tax Act, distributions from the Company's foreign source profits allocated to the Company's Untaxed Account (that is, other than foreign source profits which may be allocated to the Maltese Taxed Account of the Company in terms of law) to a Maltese resident person (other than a company) or to a non-resident person who is owned and controlled by, directly or indirectly, or who acts on behalf of a person who is ordinarily resident and domiciled in Malta should, *inter alia*, be subject to a withholding tax of 15%. This withholding tax should be deducted by the Company and the dividend would be passed on to the Shareholders net of the tax. The Maltese resident individual investor may opt to declare such dividends paid from the Untaxed Account of the Company in his/her income tax return and in that case the 15% withholding tax would be available as a credit (or a refund, as the case may be) against the individual's tax liability.

Dividends from the Malta source taxed profits, Malta source profits which are exempt from tax up to the level of the ultimate shareholder, or profits received by the Company from the foreign income account of another Maltese company which are all allocated to the Maltese Taxed Account of the Company should, *inter alia*, not be subject to a withholding tax or to further tax in the hands of the Shareholders.

Distributions from the Company's equalisation reserve are treated as dividends for income tax purposes and are likely to be subject to a withholding tax of 15% when paid to a Maltese resident person (other than a company). The Maltese resident individual investor has the option to declare such a dividend in his/her income tax

return with the 15% withholding tax being available as a credit (or a refund, as the case may be) against the individual's tax liability.

**Classification of funds into prescribed and non-prescribed funds**

The Funds are classified as "Prescribed" or "Non Prescribed" funds in terms of the Collective Investment Schemes (Investment Income) Regulations, 2001 as specified in the relevant Supplements to the Offering Memorandum relating to the Funds.

## 11. GENERAL INFORMATION

### 1. *Share Capital*

The authorised Share capital of the Company is 500,000,000,000 Shares (five hundred billion Shares) with no nominal value, which may be issued as Shares of any class representing any Fund.

The paid up Share capital of the Company shall at all times be equal to the Net Asset Value of the Funds as determined in accordance with the Articles.

All Shares are in registered form and Share certificates will not be issued unless a Shareholder so requests.

The Directors shall be entitled to issue fractional shares to three decimal places. The Company may issue fractional shares in accordance with the articles and regulations prescribed from time to time. Fractional shares issued by the Company shall have no voting rights.

The Directors shall exercise all the powers of the Company to allot or issue Shares in the Company. The maximum number of Shares which may be allotted or issued by the Directors shall not exceed the amount of 500,000,000 Shares, provided, however, that any Shares which have been repurchased shall be deemed never to have been issued for the purpose of calculating the maximum number of Shares which may be issued.

The Directors have delegated to the Administrator the duties of accepting the subscription for, receiving payment for and allotting or issuing new Shares.

No person shall be recognised by the Company as holding any Shares on trust and the Company shall not be bound by or recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any Shares or (except only as otherwise provided herein or as may be required by law) any other right in respect of any Share, except an absolute right of title thereto in the registered holder. Nothing in the foregoing shall be construed as prohibiting the Company from recognising and/or acknowledging a pledge on its Shares.

The Directors shall not be bound to register more than four persons as joint holders of any Share or Shares. In the case of a Share or Shares held jointly by several persons, the Directors shall not be bound to issue more than one written confirmation of ownership or Share certificate (if requested) for a Share or Shares and the delivery thereof to the first named of several joint holders shall be sufficient delivery to all.

### 2. *Characteristics of the Shares*

#### a. *Classes*

The Company may issue Founder Shares which hold all voting rights or Non Voting Investor Shares. Only the Founder Shares of the Company hold voting rights.

The Company has issued 100 Founder Shares at an initial offer price of EUR1 per share which have been fully subscribed as follows:

JSC "RB Asset Management"IMF	-	100 Founder Shares
------------------------------	---	--------------------

With the prior approval of the MFSA, the Directors may, from time to time, establish further Funds by the issue of separate classes of Non Voting Investor Shares of the Company on such terms as the Directors may resolve. Details of these Funds will be included in the relevant Supplement to the Offering Memorandum relating to that Fund.

**b. Voting Rights and Class Meetings**

Rules for the calling and conduct of meetings of Shareholders are contained in the Articles. All voting shares in the Company shall entitle their holder to receive notice, to attend and vote at general meetings of the Company. At a meeting of Shareholders, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded by the Chairman or by any Shareholders present representing at least one tenth in number or value of the Shares in issue having the right to vote at the meeting. On a show of hands every holder of voting shares, whether present in person or by proxy, shall be entitled to one vote. On a poll every holder of voting shares, who is present in person or by proxy has one vote for every complete undivided Share in the Company. A holder entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way. Non Voting Investor Shares shall not carry any voting rights.

The voting rights described above apply to each Fund as well as to the Company as a whole. The rights attaching to any class or classes of Shares may only be varied with the consent in writing of the holders of three-fourths of the issued Shares of that class, or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the Shares of that class.

**c. Winding Up**

The Company may be wound up either voluntarily or under supervision or by the Court. On a winding-up a liquidator will be appointed firstly to pay the debts of each Fund and the Company and then to distribute the assets of each Fund amongst the holders of Non Voting Investor Shares in that Fund.

**d. Mandatory Redemption**

The Company may mandatorily redeem all outstanding Shares where the Net Asset Value of the Shares in the Company or any Fund falls below EUR2,000,000 (or its equivalent).

**e. Annual Reports**

Audited Annual Reports shall be published within four months following the end of the accounting year. Copies of the latest Annual Reports are available free of charge, on request, from the Investment Manager, The Administrator or the Custodian of the Scheme. In addition, Annual Reports will be sent to each shareholder at the address shown in the register of shareholders.

The Company's accounting year ends on the 31 December in each year. The first Audited Annual Report of the Company will be drawn as at 31 December, 2008.

The reference currency of the Company is the Euro. The aforesaid reports will comprise consolidated accounts of the Company expressed in Euro as well as individual information on each Fund expressed in the Base Currency of that Fund.

#### **f. Exchange Control**

There are no restrictions currently in force on external capital transactions involving the issue, sale or purchase of Shares in a collective investment scheme. However, applicants for Shares must ensure and take full responsibility to comply with any controls or restrictions, if any, including the submission of any relevant forms or other documents to the authorities concerned, as may be imposed from time to time.

No exchange control clearance is required for non-residents of Malta wishing to invest in the Company. For the purposes of compliance with exchange control requirements the Investment Manager shall require a declaration of non-residence with each application from such investors.

All non-resident Qualifying Investors wishing to invest in the Non Voting Investor Shares of the Company should be aware of any requirement to comply with exchange control regulations from time to time in force in their country of residence or domicile regulating investments in instruments denominated in a foreign currency. It is each Qualifying Investor's obligation, and neither the Company's nor the Investment Manager's, to ensure that all applicable exchange control requirements are duly complied with.

#### **g. Notices**

Any notice or other document to be served on any Shareholder, if served by post, shall be deemed to have been served 24 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, stamped and posted.

#### **h. General**

The Company has not since its incorporation been engaged in, or is currently engaged in, any legal or arbitration proceedings and no legal or arbitration proceedings are known to the Directors to be pending or threatened by or against the Company.

The Company does not have, nor has it had since incorporation, any employees.

Save as disclosed above, no commissions, discounts, brokerages or other special terms have been granted or are payable by the Company in connection with the issue or sale of any capital of the Company. The Directors are not required to hold any qualification Shares. There is no age limit at which the Directors are required to retire.

Details of the beneficial owners of JSC "RB Asset Management"IMF will be provided to prospective investors upon request.

At the date of this Offering Memorandum, the Company has no liabilities under acceptance credits, hire purchase or finance lease commitments, guarantees or other contingent liabilities.

**(H) Documents for inspection**

The following documents shall be available for inspection at the offices of the Investment Manager, during normal business hours:

- Memorandum and Articles of Association of the Company;
- A copy of the Custodian Agreement, the Administrator Agreement, the Management Agreement, and the relevant Supplementary Agreements.
- Copies of the most recently published Annual Financial Statements of the Company.

## APPENDIX I

### **Determination of the Net Asset Value**

The Net Asset Value of the Company shall be calculated in accordance with and on the basis of the principles referred to in the Offering Memorandum as at each Dealing Day and means the value of the assets less the liabilities of the Company attributable to such class divided by the number of shares in issue in such class. The Net Asset Value shall be expressed in the Base Currency of the Fund as a per share figure for each class of shares in issue (rounding down to the nearest third decimal figure of the relevant Base Currency).

Notwithstanding anything contained in the Offering Memorandum, the Directors may adjust the value of any Investment or other property or permit some other method of valuation to be used if they consider that in the circumstances (including without limitation a material volume of subscriptions or requests for redemption of shares in the Fund; or the marketability of the Investments or other property; or such other circumstances as the Directors deem appropriate) such adjustment or other method of valuation should be adopted to reflect more fairly the value of such Investment or other property or that such adjustment or other method of valuation is more desirable. Any valuations made pursuant to these Articles shall be binding on all persons.

The Directors shall not be under any liability by reason of the fact that a value reasonably believed by them to be the correct value of any Investment may subsequently be found not to be such.

Without prejudice to their general powers to delegate their functions herein contained, the Directors may delegate any of their functions in relation to the calculation of Net Asset Value to the Manager, to the Administrator, to a committee of the Directors or to any other duly authorised person. In the absence of wilful misconduct or manifest error, every decision taken by the Directors or any committee of the Directors or by the Manager or any duly authorised person on behalf of the Company in calculating the Net Asset Value shall be final and binding on the Company and on present, past or future Members. Furthermore, in circumstances identified in the Offering Memorandum, the Directors or the Manager or the Administrator or any other duly authorised person shall be authorised to rely fully on any valuations made by third parties if no reasonable or appropriate means exist in order for them to calculate the Net Asset Value themselves.

### **Suspension of the Determination of Net Asset Value**

The Company at any time may, but shall not be obliged to, suspend the determination of the Net Asset Value of the Fund and the right of any Shareholder to require redemption of any Share including the right to receive redemption proceeds and/or the issuance of additional Shares upon the occurrence of any of the following circumstances (and in each case for the whole or any part of a period):

- (a) when any stock exchange on which a significant proportion of the investments of the Fund is quoted is closed otherwise than for ordinary holidays or during which dealings thereon are restricted or suspended;

- (b) during the existence of any state of affairs as a result of which in the opinion of the Directors, the disposal of investments held by the Fund would not be reasonably practicable or might prejudice the interests of Shareholders;
- (c) during any breakdown in the means of communication normally employed in determining the price or value of any investments held by the Fund or of current prices in any stock market on which investments held by the Fund are quoted, or when for any other reason the prices or values of any investments held by the Fund cannot reasonably be promptly and accurately ascertained;
- (d) when the transfer of funds involved in the realisation or acquisition of any investments held by the Fund cannot, in the opinion of the Directors, be effected at normal rates of exchange; or
- (e) when the Directors determine in good faith that there exist any circumstances that render the calculation of the Net Asset Value, acceptance of subscriptions for the Shares, redemptions, re-purchases or payment of the Redemption Price, impracticable or undesirable.

The Company may elect to treat the first Dealing Day on which the conditions giving rise to the suspension have ceased as a substitute Dealing Day in which case the Net Asset Value calculations and all sales and redemptions of shares shall be effected on the substitute Dealing Day.

Any such suspension shall be appropriately notified to the Members in such manner as may be stated in the Offering Memorandum. The Company shall furthermore notify such suspension to all persons who in the opinion of the Company are likely to be affected thereby in such manner as it may deem appropriate.

## APPENDIX II

### Valuation of Assets

The value of the assets comprised in a Fund shall be ascertained on the following basis:

(A) The value of any investment quoted, listed or normally dealt in on or under the rules of any stock exchange or other regulated market considered by the Investment Manager to provide a satisfactory market for the securities in question (a "Regulated Market") shall be calculated by reference to the price appearing to the Directors to be the latest available dealing price or (if bid and offered quotations are made) the latest available middle market quotation on such Regulated Market provided that: -

(i) If an investment is quoted, listed or normally dealt in on or under the rules of more than one Regulated Market, the Directors shall adopt the price or, as the case may be, the middle quotation on the Regulated Market which, in their opinion, provides the principal market for such investment;

(ii) In the case of any investment which is quoted, listed or normally dealt in on or under the rules of a Regulated Market but in respect of which, for any reason, prices on that Regulated Market may not be available at any relevant time, the value thereof shall be determined by such professional person as may be appointed for such purpose by the Directors;

(iii) The Directors shall not be under any liability by reason of the fact that a value reasonably believed by them to be the latest available price or, as the case may be, middle quotation for the time being may be found not to be such; and,

(iv) There shall be taken into account interest accrued on interest-bearing investments up to the date at which the valuation is made unless such interest is included in the price or quotation referred to above.

(B) The value of any investment which is not quoted, listed or normally dealt in on or under the rules of a Regulated Market shall be the initial value thereof ascertained as hereinafter provided or the value thereof as assessed on the latest revaluation thereof made in accordance with the provisions hereinafter contained. For this purpose: -

(i) The initial value of such an Investment shall be the amount expended out of the Fund in the acquisition thereof (including in each case the amount of the stamp duties, commissions and other expenses incurred in the acquisition thereof and the vesting thereof in the Company for the account of a Fund); and

(ii) The Directors may at any time cause a revaluation to be made of any such investment by such professional person as may be appointed for such purpose by the Directors.

(C) The value of each unit or Share in any collective investment scheme which provides for the units or Shares therein to be realised at the option of the Shareholder out of the assets of that scheme shall be the last published net asset value per unit or Share or (if bid and offer prices are published) at a price midway between the last published bid and offer prices applicable to the scheme;

(D)The value of any futures contract shall be:-

(i) In the case of a futures contract for the sale of the subject matter thereof, the positive or negative amount produced by applying the following formula:

$$a - (b + c)$$

(ii) In the case of a futures contract for the purchase of the subject matter thereof, the positive or negative amount produced by applying the following formula:

$$b - (a + c)$$

where:

a = the contract value of the relevant futures contract (the "relevant contract");

b = the amount determined by the Directors to be the contract value of such futures contract as would be required to be entered into by the Company in order to close the relevant contract, such determinate to be based on the latest available price or (if bid and offered quotations are made) middle quotation on the Regulated Market in which the relevant contract was entered into by the Company; and

c = the amount expended out of the Company in entering into the relevant contract, including the amount of all stamp duties, commissions and other expenses but excluding any deposit or margin provided in connection therewith;

(E) Cash, deposits and similar property shall be valued at their face value (together with accrued interest) unless, in the opinion of the Directors, any adjustment should be made;

(F) Property other than investments and futures contracts shall be valued in such manner and at such time or times as the Directors shall from time to time determine;

(G)Notwithstanding any of the foregoing sub-paragraphs, the Directors may adjust the value of any investment or other property or permit some other method of valuation to be used if it considers that in the circumstances (including without limitation a material volume of subscription or redemptions of Shares in any Fund; or the marketability of the investments or other property; or such other circumstances as the Directors deem appropriate) such adjustment or other method of valuation should be adopted to reflect more fairly the value of such investment or other property;

(H)Every Share allotted by the Company shall be deemed to be in issue and the relevant Fund shall be deemed to include the net amount of any cash or other property to be received in respect of each such Share;

(I) Where, in consequence of any notice or redemption request duly given, a reduction of any Fund by the cancellation of Shares has been or is to be effected but payment in respect of such reduction has not been completed, the Shares in question shall be deemed not to be in issue and any amount payable in cash or investments out of the Fund in pursuance of such reduction shall be deducted;

(J) Where any investment or other property has been agreed to be acquired or realised but such acquisition or disposal has not been completed, such investment or other property shall be included or excluded, as the case may be, and the gross acquisition

or net disposal consideration excluded or included as the case may require as if such acquisition or disposal had been duly completed;

(K) There shall be included in the assets an amount equal to all such costs, charges, fees and expenses as the Directors may have determined to amortise less the amount thereof which has previously been or is then to be written off;

(L) Where an amount in one currency is required to be converted into another currency the Directors may effect such conversion using such rates as the Directors shall determine at the relevant time except where otherwise specifically provided therein;

(M) There shall be deducted from the assets such sum in respect of tax (if any) as in the estimate of the Directors will become payable in respect of the current accounting period;

(N) There shall be deducted from the value of any investment in respect of which a call option has been written the value of such option calculated by reference to the latest available dealing price on a Regulated Market or (if bid and offered quotations are made) middle quotation on such Regulated Market or if no such price is available the value thereof shall be determined by such professional person as may be appointed for such purpose by the Directors;

(O) Where the current price of an investment is quoted, ex dividend or interest, there shall be added to the assets a sum representing the amount of such dividend or interest receivable by the Company but not yet received;

(P) There shall be added to the assets the amount (if any) available for allocation in respect of the last preceding accounting period of the Company but in respect of which no allocation has been made;

(Q) There shall be deducted from the assets the total amount (whether actual or estimated by the Directors) of any other liabilities properly payable including outstanding borrowings and accrued interest on borrowings (if any) but excluding liabilities taken into account in sub-paragraph (J) above.

Notwithstanding the foregoing the Directors shall be entitled to value the Shares of any company using the amortised cost method of valuation, whereby the investments of the Company are valued at their cost of acquisition, adjusted for amortisation of premium or accretion of discount on the investments, rather than at the current market value of the investments.

Pursuant to the Management Agreement the Directors have delegated their function in connection with the calculation of the Net Asset Value to the Investment Manager.

## APPENDIX III

### Qualifying Shareholders

The Articles provide that:

Shares in the Company may only be allotted, issued to, transferred to or be beneficially held by Qualifying Investors. In addition to the provisions of this Article, if it shall come to the notice of the Directors, or if the Directors shall have reason to believe that any Shares are owned directly, indirectly or beneficially by:

- (a) any person in breach of any law or requirement of any country or government authority or by virtue of which such person is not qualified to hold such shares or by any person who is not a Qualifying Investor; or
- (b) any person in respect of whom the representations and warranties provided pursuant to Article 6.2 hereof, cease to be true; or
- (c) any person who is, or has acquired such shares on behalf of or for the benefit of, such a person without the consent of the Directors; or
- (d) any person who does not supply any of the information or declarations required hereunder within seven (7) days of a request to do so being sent by the Directors; or
- (e) any person or persons in circumstances which (whether directly or indirectly affecting such person or persons and whether taken alone or in conjunction with any other person or persons whether connected or not, or any other circumstances appearing to the Directors to be relevant) in the opinion of the Directors might result in the Company or any Member incurring any liability to taxation or suffering pecuniary or administrative disadvantages which the Company or such shareholder might not otherwise have incurred or suffered;

the Directors shall be entitled to give notice in writing (in such form as the Directors deem appropriate) to such person or persons requiring him or them to transfer such shares to a person who is qualified or entitled to own the same or to request in writing the redemption of such shares in accordance with the Articles.

If any person, upon whom such a notice is served as aforesaid does not within thirty (30) days of the date of such notice transfer such shares or request in writing the Company to redeem the shares, he shall be deemed forthwith upon the expiration of thirty (30) days to have so requested the redemption of all of his shares which are the subject of such notice, whereupon the Directors shall be entitled to appoint any person to execute such documents as may be required for the purpose of the redemption. The deemed request to redeem may not be withdrawn, notwithstanding that the determination of the Net Asset Value for such shares may have been suspended.

Subject to any requisite official consents first having been obtained, settlement shall be effected by depositing the redemption monies or proceeds of sale in a bank or in Court for payment to the person entitled upon such consents being obtained and, if relevant, against production of such evidence of ownership as the Directors may require representing the shares previously held by such person, together with the redemption request duly signed. Upon deposit of such redemption monies as aforesaid, such person shall have no further interest in such shares or any of them, or any claim in respect thereof, except the right to claim without recourse to the Company, the

purchase monies so deposited (without interest) upon such consents being obtained and against the production of the said evidence of ownership with the redemption request duly signed.

The Directors shall have power (but shall not be under any duty) to impose such restrictions (other than a restriction on transfer which is not expressly referred to in the Articles) as they may think necessary for the purpose of ensuring that no shares are acquired or held by any person as described in Article 30.1. Any such restrictions shall be stated in the Offering Memorandum and other offering materials issued by the Company from time to time.

The Directors may, upon an application for shares or on a transfer or transmission of shares or at any other time, and from time to time, require such evidence or declaration or other form to be furnished to them in connection with the matters stated in Article 30.1 as they shall in their discretion deem fit, and may also require that any such declaration be renewed or updated.

If a person becomes aware that he is holding or owning shares in contravention of the Articles, he shall forthwith in writing request the Company to redeem such shares in accordance with the Articles or shall transfer such shares to a person duly qualified to hold the same unless he has already received a notice under Article 30.1.

The Directors may resolve that the provisions of the foregoing Article 30 shall not be applied, in whole or in part, for a defined period or otherwise.

## APPENDIX IV

**Scheme:** *[insert name of the Scheme]*

**This section should be completed by the Qualifying Investor or his/ her duly authorised agent**

*[tick as appropriate]*

**Name of Investor/ duly authorised agent:** *[insert name of the Scheme Investor/ duly authorised agent]*

***The investment is being made directly by the investor (not through a duly authorised agent)***

- I hereby confirm that I am eligible to be treated as a "Qualifying Investor", since I satisfy the definition thereof in light of the positive response(s) that I have given to the question(s) below. I certify that I have read and understood the Offering Document including the mandatory risk warnings.

***The investment is not being made directly by the investor but through a duly authorised agent***

- I hereby confirm that I have been properly appointed as a duly authorised agent of a prospective investor in the Scheme described above. I certify that my principal is eligible to be treated as a "Qualifying Investor" since my principal satisfies the definition thereof in light of the positive response(s) that I have given to the question(s) below in respect of my principal. I certify that my principal has read and understood the Offering Document including the mandatory risk warnings.

I qualify / My Principal qualifies *[delete as applicable]* as a "Qualifying Investor", as I am/ he/ she/ it is:

	<u>Yes</u>	<u>No</u>
i. a body corporate which has net assets in excess of EUR750,000 or which is part of a group which has net assets in excess of EUR750,000;	<input type="checkbox"/>	<input type="checkbox"/>
ii. an unincorporated body of persons or association which has net assets in excess of EUR750,000;	<input type="checkbox"/>	<input type="checkbox"/>
iii. a trust where the net value of the trust's assets is in excess of EUR750,000;	<input type="checkbox"/>	<input type="checkbox"/>
iv. an individual, or in the case of a body corporate, the majority of its Board of Directors or in the case of a partnership its General Partner, who has reasonable experience in the acquisition and/or disposal of funds of a similar nature or risk profile; or property of the same kind as the property, or a substantial part of the property, to which the Scheme in question relates;	<input type="checkbox"/>	<input type="checkbox"/>
v. an individual whose net worth or joint net worth with that person's spouse, exceeds EUR750,000;	<input type="checkbox"/>	<input type="checkbox"/>

	<u>Yes</u>	<u>No</u>
vi. a senior employee or director of service providers to the Scheme;	<input type="checkbox"/>	<input type="checkbox"/>
vii. a relation or a close friend of the promoters;	<input type="checkbox"/>	<input type="checkbox"/>
viii. an entity with (or which are part of a group with) EUR3.75 million or more under discretionary management investing on its own account;	<input type="checkbox"/>	<input type="checkbox"/>
ix. a PIF promoted to Qualifying or Extraordinary Investors; or	<input type="checkbox"/>	<input type="checkbox"/>
x. an entity (body corporate or partnership) wholly owned by persons or entities satisfying any of the criteria listed above which is used as an investment vehicle by such persons or entities.	<input type="checkbox"/>	<input type="checkbox"/>

<b>Name of investor/ duly authorised agent</b>	
<b>Signature</b>	
<b>Title/ Capacity in which signed</b>	
<b>Date</b>	

## **DIRECTORY**

### **RBAM I FUNDS SICAV P.L.C.**

#### **Registered Office and Business Address**

TG Complex, Suite 2, Level 3, Brewery Street, Mriehel BKR 3000, Malta

#### **Investment Manager**

JSC "RB Asset Management" IMF  
7 Vesetas Street, 11th floor, Riga LV-1013, Latvia

#### **Administrator & Company Secretary**

Valletta Fund Services Limited  
TG Complex, Suite 2, Level 3, Brewery Street, Mriehel BKR 3000, Malta

#### **Custodian & Banker**

JSC "Rietumu Banka"  
7 Vesetas Street, Riga LV-1013, Latvia

#### **Auditors and Reporting Accountants**

**KPMG, Malta**

