

Boubyan Multi Asset Holding Fund

Articles of Association

The Fund Manager: Boubyan Capital Investment Company K.S.C.C.

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Preamble Chapter

This Fund has been incorporated under the provisions of Law no. (7) of 2010, as amended by Law no. 22 of 2015, Concerning the Establishment of the Capital Markets Authority & Regulating Securities Activity, and its Executive Bylaws, as amended, in line with the principles of the Noble Islamic Sharia by the investment unitholders whose provisions are provided hereunder. The Fund was registered with the Funds' Register with the Capital Markets Authority (the "CMA"), and is governed by Law no. 7 of 2010 as amended by Law no. 22 of 2015 Concerning the Establishment of the Capital Markets Authority & Regulating Securities Activity, and its Executive Bylaws, as amended, as well as the resolutions and instructions issued by the CMA.

Article (1) Preamble

The above preamble is considered an integral part of these Articles of Association and complementary to the articles thereof.

Article (2) Definitions

The following terms and expressions shall have the following meanings set forth below:

The Fund	Boubyan Multi Asset Holding Fund
Fund Form	Open-ended, variable capital investment fund. The Fund capital may increase by issuing new investment units and may decrease by redemption of some of its units during the period provided under its Articles of Association.
Fund Type	A holding fund whose main objective is to invest in other funds licensed by foreign regulatory authorities as per regulatory standards and conditions which are, at least, similar to the ones applied by the Authority.
Fund Manager	Boubyan Capital Investment Fund (K.S.C.C.) is a licensed entity by the Capital Markets Authority (the "CMA") to establish and manage collective investment schemes.
Custodian	The custodian is a legal personality licensed by the CMA to safeguard clients' funds and assets including such funds and assets which form the basis for the collective investment scheme as per the provisions of the Law and the Executive Bylaws.

Investment Controller	The Investment Controller is a legal personality licensed by the CMA to practice the business of monitoring and supervising collective investment schemes.
External Auditors	It is the natural personality, registered with the CMA's List of Auditors, who expresses a technical neutral and independent opinion about the extent of fairness and clarity of the company's financial statements prepared in accordance with the International Accounting Standards approved by the CMA.
Sharia External Auditors	It refers to an independent institution (individual or corporate license) specialized in supervising all the commercial and financial transactions of the licensed person to ensure their compliance with the Sharia standards as well as the relevant resolutions of the CMA. The Sharia external auditors submit their reports in that regard to the general assembly of the licensed person and the Sharia External Auditors submit their annual report to the Fund's general assembly of unitholders.
Sale and Subscription Agent	It is the person that offers or sells a security for its issuer or the issuer's affiliate. This person shall obtain the securities either from the issuer or its affiliate in order to remarket or manage the securities issuance process.
The Supervisory/Regulatory Authority	The Capital Markets Authority (the "CMA"), Kuwait
The CMA/Authority	The Capital Markets Authority , Kuwait
Law	The provisions of Decree Law No. (7) of 2010, as amended by Law no. 22 of 2015, Concerning the Establishment of the Capital Markets Authority & Regulating Securities Activity, and any amendments thereto.
Executive Bylaws	The Executive Bylaws of Law No. (7) of 2010, as amended by Law no. 22 of 2015, Concerning The Establishment of the Capital Markets Authority & Regulating Securities Activity, and any amendments thereto.
Date of Incorporation	The date of registration with the CMA's Investment Funds Register, which is the date mentioned in the license issued by the CMA.
The AOA/the Articles	The Fund's Articles of Association and any amendments thereto which may be incorporated from time to time.
The Fund's Currency	The US Dollar
The Market/the Stock Exchange	Boursa Kuwait

Other Markets	All global and regional markets including the markets of the GCC.
The Capital	The Fund's capital is variable, ranging from USD 18,000,000 (Only Eighteen Million US Dollars) to USD 1,000,000,000 (One billion US Dollars).
The Financial Year	The financial year of the Fund commences at the beginning of January each year and ends by the end of December of each year except for the first financial year of the Fund which commences from the date of establishment/incorporation and ends by the end of December of the following year.
Business Day	The official business day at banks and investment companies in the state of Kuwait, otherwise, it shall be the immediate next business day.
Unit (s)	The investment unit is an indivisible security (ies), which stands for a share in the fund's assets entitling its holder to exercise its rights by virtue of the same. Should the unit (s) be a common ownership, the unitholders shall choose one person to represent them before the fund. Non-Kuwaitis may subscribe to or own investment units.
Unit's Nominal Value	The nominal value of the unit is (USD 10/--) ten US Dollars.
Valuation Day	The net asset value of the fund (NAV) is evaluated by the last day of each month throughout the fund's period. Should the last day of the month coincide a public holiday in the state of Kuwait, an evaluation shall be made and issued upon the first business day following this public holiday, considering that the actual evaluation is made for the last day of the month.
Valuation Period	The net asset value of the fund (NAV) is evaluated on a monthly basis (the last day of each month).
Dealing Days	The deadline for the last day to accept subscription/redemption requests is one business day before the valuation day by the end of each month before 3:00 pm.
Net Value of the Fund's Investments	It is the net gross value of the fund's assets less all due liabilities of the Fund as determined by the Fund Manager and as approved by the external auditors.
Valuation Price	It is the unit's valuation price determined by the investment controller as per the CMA's approved International Accounting Standards and systems for each period of evaluation based on which the net value of the fund's investments is determined in addition to the cash, receivables, etc., divided by the number of

	units after deducting all the expenses and obligations of the fund towards third parties and liabilities on the same date, provided that the valuation price shall be rounded to the nearest 4 decimals.
Initial Subscription Period	It is the period of subscription in units by those willing to subscribe, determined by the Fund Manager after the approval of the supervisory authority.
Initial Subscription Request	It is the request which shall be submitted, by anyone willing to subscribe or redeem, to the Sale and Subscription Agent in order to purchase or sell a certain number of units offered for subscription or redemption as per the designated form prepared by the Fund Manager.
Subscription Value	It is the cash amount paid in consideration of the units subscribed in by the subscribers.
Unitholder	It is any natural or legal personality whose name is registered with the unitholders' register.
Subscription/Redemption Request	It is the request which shall be filled out by the subscribers/redeemers and submitted to the Sale and Subscription Agent as a condition to completing the subscription/redemption process, as per the designated form prepared for this purpose and in line with the terms of the Fund's Articles of Association.
Redemption	This is a liquidation process of the units belonging to the redeemer in the Fund as per the valuation price.

Article (3) : The Fund's Name

Boubyan Multi Asset Holding Fund.

Article (4): The Fund's Headquarters & Domicile of Choice

The Fund's Headquarters shall be at the Head Office of **the Fund Manager** "Boubyan Capital Investment Company (K.S.C.C.)", whose legal domicile is: State of Kuwait, Sharq Area, Al-Shuhadaa Street, KIPCO Tower, 32nd Floor, P.O. Box. 28950, Postal Code: Safat 13150. **The Fund Manager** may change the Fund's Headquarters to another place inside Kuwait, subject to the approval of **the Supervisory Authority**.

Article (5): Units' Offering Type

Units shall be offered for public subscription.

Article (6): The Fund's Objective

The Fund seeks to realize return on the invested amounts in a Sharia-compliant manner by raising funds from the investors in order to invest the same on their behalf in other licensed Islamic funds, which are supervised by the official regulatory authorities in their country of incorporation. This shall be made in accordance with the investment policies and restrictions of such a scheme as well as other schemes and resolutions in effect in that regard.

Article (7): The Fund's Term

The Fund's Term is ten calendar years starting from **the date of incorporation** and renewable for similar term (s), after obtaining the approval of the supervisory authority.

Article (8): General Obligations

All the Fund's service providers shall abide by the following:

- 1- The service provider shall be a licensed person or shall be registered with the CMA for the provision of this service. He shall have the abilities and human, technical and financial resources sufficiently needed to fulfill his obligations.
- 2- The contract concluded with the service provider shall include a statement of the rights and obligations of the parties thereto, especially the fees of the service provider, the basis of the calculation of the same, and the payment times as well as the procedures to be followed upon the expiry or termination of the contract in addition to the arrangements & procedures that arise from the termination of the relationship with the service provider.
- 3- The service provider shall duly perform the assigned tasks and shall cooperate with all other service providers of the Fund, and should compensate any person for any damage that afflicted such a person due to any mistake committed by the service provider.
- 4- The service provider shall not deal, in his own favor or on behalf of a third party, on the Fund's units, except for the Fund Manager.

Article (9): The Fund Manager

First: Name and Address of the Fund Manager

The Fund Manager is Boubyan Capital Investment Company (K.S.C.C.), a Kuwaiti shareholding company established on October 2nd 2007 and licensed to conduct the operations of investing funds for its account and for the account of third parties. It shall manage the Fund pursuant to the **Articles of Association, the Law, and Executive Bylaws** in accordance with the principles of the Islamic Sharia. The Company was incorporated as a closed Kuwaiti shareholding company in the State of Kuwait pursuant to the Commercial Companies Law No. (15) of 1960, and the capital thereof amounts to KD 15 million. The company is registered with the Commercial Register in the State of Kuwait under no. 324889, and the Investment Companies Register with the CMA. The Company is licensed to conduct all investment operations in all economic sectors for its account and for the account of third parties, including incorporation and management of investment funds in compliance with the Islamic Sharia, and it conducts its business in the State of Kuwait.

The Fund Manager shall undertake management and investment of **the Fund's** money through its representatives possessing technical abilities and qualified to undertake such a role. **The Fund Manager** may seek the opinions of technical and legal experts who are licensed by the CMA (the Fund Manager shall bear the fees thereof) in order to be fully aware of all the circumstances surrounding **the Fund's** investments.

Second: Authorities & Obligations of the Fund Manager

- 1- **The Fund Manager** is the legal representative of **the Fund** in its relationships with third parties, and is entitled to sign on its behalf insofar as permitted by **the Law, its Executive Bylaws, these Articles of Association,** and the instructions communicated to the Fund Manager by the **Supervisory Authority**.
- 2- The Fund Manager shall undertake the following:
 - a. Managing the Fund in a way that realizes its investment objectives set in these Articles.
 - b. Taking all investment and other decisions in a way that serves the interest of the Fund and the unitholders, and guarantees fair treatment of unitholders.
 - c. Applying proper policies and procedures to prevent or limit malpractices which are expected to affect the stability and integrity of the market.
 - d. Ensuring that fair, correct and transparent pricing models and valuation schemes are used for each fund managed by the company.

- e. Taking the necessary arrangements to protect and safeguard the Fund's assets.
 - f. Registering all selling and buying transactions made for the account of the Fund in an accurate manner and chronological order as well as the time thereof.
 - g. Representing the Fund in its relationships with third parties and before the courts, and having the power to sign on its behalf.
 - h. Providing an accounting system to record all the financial transactions of the Fund.
 - i. Ensuring to have an adequate system for settlement of transactions entered into the accounting system with cash accounts and securities opened in the Fund's name with the Custodian.
 - j. Providing adequate liquidity for the Fund to meet any incurred obligations.
 - k. Not exposing the Fund to any unnecessary investment risks as per the Fund's objectives and its investment policy.
 - l. Providing all required information about the Fund to the Investment Controller insomuch as to enable him to perform his duties efficiently.
 - m. Notifying the CMA immediately upon the occurrence of material events that may compromise unitholders' interests.
 - n. The Fund Manager may not participate in the vote on the unitholders' assembly resolutions associated with any interest of his or in case there is a conflict of his interest with the Fund's interests.
 - o. If the Fund Manager is managing more than one fund, he shall segregate the operations related to such funds.
 - p. The CMA may replace the Fund Manager should it see that he made a material breach of his obligations as provided under the Executive Bylaws.
- 3- The Fund Manager may appoint managers outside the State of Kuwait, provided that such managers shall be licensed and subject to the supervision of the regulatory authorities at their home country, and assign them with the said responsibilities in these Articles wholly or partially in order to undertake all the necessary operations to buy and sell the securities and the funds located outside the State of Kuwait in the best interest of the Fund and the unitholders. The Fund Manager shall remain the Fund's legal representative in its relationship with third parties.

Article (10): The Custodian

First: Introduction to the Custodian

The Fund's Custodian shall be responsible for keeping the documents evidencing the Fund's investments, monies, financial instruments and other assets of the Fund.

Second: The Custodian's Authorities and Obligations:

The assets of the Fund incorporated in the State of Kuwait shall be maintained with a licensed custodian to be appointed by the Fund Manager after the approval of the CMA. The Custodian may appoint a sub-custodian to keep the assets outside the State of Kuwait, who shall be licensed by or registered with a foreign regulatory authority. Contracting with a sub-custodian shall not relieve the principal Custodian of his responsibilities.

The Custodian shall undertake the following:

1. Without prejudice to the provisions of the Seventh Module "Clients' Funds and Clients' Assets" of the Executive Bylaws, the Custodian shall keep the fund's assets in independent accounts to be opened and managed by him, provided that they shall be independent from his accounts or third party accounts. The Custodian shall further provide the care of a prudent person in doing the same.
2. To receive, keep and deposit cash dividends or any other dividends arising from the Fund's business.
3. To notify the Fund Manager with any liabilities arising on the Fund's assets and to send any notifications the Custodian receives within the timeframe set for the same.
4. To perform the Fund Manager's instructions within the scope of the Custodian's job.
5. To prepare and maintain the unitholders' register unless a clearing agency undertakes this role.

A written consent shall be obtained from the Fund Manager for all contracts concluded between the primary custodian and the sub-custodian, provided that all such contracts, whether with the main custodian or the sub-custodian, shall organize the below issues:

1. Requirements needed to enable the Fund Manager to exercise the rights related to assets kept with the custodian.
2. Requirements related to the place of keeping the Fund's assets.
3. The manner adopted to keep and safeguard the Fund's assets.
4. The level of due professional care and responsibilities for the damage and destruction.
5. Fees and the method of their calculation.

Article (11): The Investment Controller

First: Introduction to the Investment Controller

The Investment Controller shall ensure that the Fund Manager manages the Fund in accordance with the provisions of the Law, its Executive Bylaws, these Articles and the instructions of the Supervisory Authority.

Second: Authorities and Obligations of Investment Controller

The Fund shall have an investment controller appointed by the Fund Manager after obtaining the approval of the CMA, provided that the investment controller shall particularly abide by the following:

- 1- To ensure the Fund Manager's compliance with the Law, the Executive Bylaws, as well as the resolutions, and instructions of the CMA, these Articles of Association, the Prospectus and any other documents issued by the Fund Manager.
- 2- To fix the valuation for the units or investment units as per the manner and times determined for the same under the Articles of Association.
- 3- To ensure that the Fund Manager undertakes its responsibilities in a manner that achieves the unitholders' interest as per these Articles and the provisions of the Executive Bylaws and that the funds are invested within the methods and policies determined in these Articles.
- 4- Approving any transactions involving conflict of interest.
- 5- Meeting twice a year, at least, with the management body of the Fund in order to review the Fund's compliance with the Law, the Executive Bylaws, the CMA resolutions & instructions, the Articles of Association, the Prospectus and any other documents to be issued by the Fund Manager.
- 6- Notifying the CMA of any violations made by the Fund Manager.

Article (12): External Auditor

The Fund Manager shall appoint an external auditor registered with the CMA to review and audit the Fund's accounts as per the International Accounting Standards approved by the CMA. The Fund's external auditor shall be appointed for one financial year, renewable on annual basis, and its term shall not exceed 4 consecutive years. The external auditor may perform his job for this fund after a minimum cessation period of two consecutive years. The external auditor of the Fund may not be the same external auditor of the Fund Manager.

Article (13): Sharia Auditing Scheme

The Fund shall have a Sharia auditing scheme comprising of an internal Sharia Auditing Unit in addition to an external sharia auditing firm to undertake the task

of auditing all the securities' transactions of the Fund in order to ensure their compliance with the Sharia principles as well as the relevant CMA resolutions. The external sharia auditing firm shall be registered with the CMA, and shall commit to submitting its reports to the Fund's general assembly of unitholders.

The Fund Manager may assign its own Sharia Auditing Officer to undertake the responsibilities of the Internal Sharia Auditing Unit of the Fund. The Internal Sharia Auditing Unit shall verify compliance with Sharia in application by reviewing selective samples of various daily transactions of the Fund in order to ensure the compliance of the Fund's transactions with Sharia principles and the relevant CMA resolutions.

The Fund Manager of a Fund working as per the principles of the Noble Islamic Sharia shall be vested with the right to appoint an external Sharia auditing firm. The Fund's external Sharia auditing firm shall be appointed for one financial year, renewable on annual basis, and its term shall not exceed 4 consecutive years. The external Sharia audit firm may be reappointed for this fund after a minimum cessation period of two consecutive years.

The report of the External Sharia Auditing Firm shall cover the following:

1. A proof of its review of the Internal Sharia Auditing Unit's report.
2. The number and dates of the field visits to the Fund Manager and the findings thereof.
3. A statement about the contracts and transactions reviewed and checked without breaching the confidentiality of transactions.
4. Reference rules for such contracts and transactions.
5. Sharia violations, if any, whether with regard to contracts or transactions, and the manner of remedying them as well as the proposed timeframes for the same.
6. The inspected competent bodies of the licensed person to conduct transactions and the phases of completing the same.
7. The final Sharia opinion.
8. The signature of the Sharia Auditor and the legal representative of the firm.

Article (14): The Investment Advisor

Any person to be appointed as an advisor to a collective investment scheme shall satisfy the below conditions:

- 1- To be licensed by the CMA to work as an investment advisor or a representative of the same.
- 2- To work as per the regulations and procedures organizing collective investment schemes to fulfill the interest of unitholders.
- 3- To provide the care of a prudent person upon providing investment consultations.
- 4- To maintain regular books and registers as per the accounting standards, with regard to the collective investment schemes, and to provide the CMA with regular reports as required from him as per the Bylaws issued by the CMA.

Article (15): Subscription Agent (Sales)

It is the person which offers or sells a security for its issuer or the issuer's affiliate. This person shall obtain the securities either from the issuer or its affiliate in order to remarket or manage the securities issuance process.

Article (16): The Management Body

The Fund management shall be handled by a management body comprising of two or more employees of the Fund Manager who satisfy the conditions set for acting as representatives of the collective investment scheme manager, provided that one of them shall be a senior executive working for the Fund Manager.

The members of the Fund's Management Body shall be registered persons with the CMA who represent the Fund Manager in his responsibilities and powers provided under the CMA laws and regulations. The signature of the members of the Management Body, or whomever they authorize, shall stand similarly as the signature of the Fund Manager. Those members shall be jointly responsible with the manager for any mistake, negligence or fraud committed upon managing the Fund.

Article (17): Vacancy of Any Management Body or Service Provider's Position

If any post is vacant among the members of the Fund's management body or any service provider, the Fund Manager shall notify the CMA with the same within 5 business days at most. He shall further submit a request to occupy such posts within a maximum period of 15 business days from the expiry of the notice period provided under this article. The Fund's information shall be amended under the CMA's Fund's Register upon any change to the Articles of Association or the service providers. In all cases, the Fund Manager shall inform the unitholders within 5 business days at most from any vacancy or occupation of any of the said posts.

Article (18): Posts Limitations

Without prejudice to the obligations of the Fund Manager under Chapter 3 (Conflict of Interests) of the Eighth Module (Business Ethics) of the Executive Bylaws, the employees of the Fund Manager, not registered as representatives of the collective investment scheme manager, may occupy the post of a board member in a company whose securities form a part of the assets of a fund managed by the Fund Manager. The employees of the Fund Manager registered as representatives of the collective investment scheme manager may not occupy the post of a board member in the companies referred to above. Should the Fund Manager hire a person as a representative for the collective investment scheme manager, to whom the above prohibition applies, this person shall resign from the membership of the company's board whose securities form a part of the assets of the Fund managed by the Fund Manager.

Article (19): The Fund's Capital & the Mechanism of Payment

The Fund's capital is variable and it ranges from USD 18,000,000 (Only US Dollar Eighteen Million) as a minimum to a maximum of USD 1,000,000,000 (Only US Dollar One Billion). It is divided into units of equal value. **The Fund** unitholders' liability is limited to the value of their share in the Capital, and unit values are paid upon subscription. The Fund's capital shall not be less than 5 million Kuwaiti Dinars (or the equivalent thereof in USD). If the Fund's capital decreases below the minimum, the Fund Manager shall inform the CMA within 5 business days from such the reduction of the capital. The CMA may take the necessary action, as the case may be, to fulfill the unitholders' interests. The Fund Manager's subscription in the Fund's units shall not be less than KD 250,000 or the equivalent thereof in USD, and he may not dispose of or redeem such units throughout the tenure of his management of the Fund.

The Fund shall have a legal personality and an independent financial standing from the unitholders or any entity managing it. The Fund's legal personality shall be effective from the time of registration with the CMA's Funds Register.

Article (20): Number of Investment Units and the Nominal Value Thereof

1. The Fund's units are nominal, each valuing US Dollar ten (USD 10) upon incorporation, and their number varies from 1,800,000 (Only One Million Eight Hundred Thousand Units) as a minimum and 100,000,000 (Only One Hundred Million Units).
2. The Fund Manager shall announce the Unit Value for every Valuation Period at the Valuation Day as per the result of the Valuation conducted by the Investment Controller, or any other specialized entity selected by the Fund Manager and approved by the Supervisory Authority.
3. Units give subscribers equal rights to the Fund on a pro rata basis as per their ownership ratio.
4. Upon making any communication or disclosure to promote the Fund's Units, disclosure of all related facts and information without overstatement shall be taken into consideration. In all cases, promotion and marketing announcements shall be governed by the restrictions set by the CMA. No amount may be paid from the Fund's assets for the fees of the investment advisor or for the promotion or sale of Units; this includes, but not limited to, the expenses of copying and distributing these Articles of the Fund, which shall be borne by the Fund Manager while the Fund shall bear the establishment costs.
5. The customer shall be allocated a whole and non-divisible number of units. Any additional amounts after allocation shall be returned to the customer.

Article (21): The Minimum & Maximum Subscription & Redemption Limits for the Fund Manager & Unitholders

1. The minimum initial subscription to the Fund for a single subscriber is five thousand US Dollars (USD 5,000).
2. The total number of **units** subscribed to by a single subscriber, its subsidiaries or affiliates may not exceed ten percent (10%) of the Fund's total issued units, unless a prior written approval is obtained from the **Fund Manager**.
3. The Fund Manager shall subscribe to a number of units whose value is no less than KD 250,000 (Two hundred fifty thousand Kuwaiti Dinars or the equivalent thereof in USD), and **the Fund Manager** may not dispose of these **units** representing the mentioned minimum subscription amount throughout **the Fund's Term**. The said minimum ratio shall be allocated to ensure **the Fund Manager's** commitment to the non-violation of the **Law, its Executive Bylaws, these Articles or the resolutions of the Supervisory Authority**, while the maximum subscription amount for the Fund Manager shall be 50% of the total issued units of the Fund.
4. The investor may redeem his investments in the Fund partially or wholly.

Article (22): Subscription, Redemption, & Transfer of Ownership of the Fund Units

1. Subscription to the Fund is available for natural and legal personalities unless there are no legal impediments.
2. The Fund Manager may offer the Fund's units for public or non-public subscription. In case the Fund Manager is willing to extend an invitation for public offering, this shall be made by publishing such an invitation in the official gazette and two daily newspapers (the Fund Manager shall bear the cost of the advertisement), subject to the approval of the CMA and pursuant to the provisions of these Articles and the information stated in the Prospectus without prejudice to the applicable provisions of the Law, its Executive Bylaws and the CMA's regulatory resolutions in that regard.
3. Subscription shall be made during the subscription period through subscription applications submitted by those willing to subscribe to the Fund after filling out their information in the approved form, including the Fund's name, the Fund's capital, name of the Fund Manager, name of the Custodian, name, address and nationality of the subscriber, the number of units to be subscribed to and their value. Further to that, an undertaking shall be submitted by the subscriber where he accepts all the provisions of the Articles of Association which is considered a part of the subscription request. Signing the subscription request shall be

deemed an express acceptance from the subscriber as regards the provisions of these Articles and an undertaking on his part to abide by the same as well as any future amendments to be introduced thereto.

4. Subscription shall be made during the Fund's term through the subscription application submitted by those willing to subscribe to the Fund after filling out the information and submitting the same to the Fund Manager or the Subscription Agent (Sales) no later than one business day before the valuation day which falls at the end of each month, provided that the subscription value shall be actually paid to the Fund's account.
5. Those willing to subscribe to the Fund shall provide the Subscription Agent (Sales) with the following documents upon submitting the subscription application:
 - a) A photocopy of the civil ID or passport of the applicant, for natural persons.
 - b) A photocopy of the Commercial Register certificate and the license issued by the Ministry of Commerce and Industry, for all corporate bodies (companies), and the license issued by the Ministry of Commerce and Industry for the sole proprietorships and the Civil ID for the owner thereof, as well as the supporting documents approved by the competent authorities, for institutions and companies incorporated in any of the GCC countries.
 - c) Subscription value, which shall be deposited to a private account opened in the name of the Fund.
 - d) The subscription application form satisfying all the information and signatures.
6. Upon a recommendation from the Fund Manager, the minimum and maximum subscription limits may be revised for the Fund subscribers after obtaining the approval of the CMA.
7. The Subscriber shall receive from the Subscription (Sale) Agent a signed receipt including the subscriber's name and subscription information.
8. In case of duplicated applications, the subscription application for the bigger number of units shall be the only one considered.
9. The Fund Manager may cancel the subscription applications not fulfilling the terms stated in the same and the amounts they paid shall be refunded to them without any increase within a period of five business days from the date of closing subscription.
10. The Subscriber shall notify the Fund Manager or the Subscription Agent (Sales) in writing of any modifications or changes to the information stated in the subscription application within a period not exceeding two weeks from the occurrence thereof.

11. Subscription shall be made and concluded as per the announced valuation price of the Net Asset Value of the Fund after the latest valuation.
12. Subscription shall remain open throughout the whole period stated in the invitation to subscription which shall not exceed three months from the date of opening the subscription, and the subscription may not be closed before the expiry of the Subscription Period.
13. If the Subscription Period approaches the end without covering the minimum units offered for subscription, the Fund Manager may request an extension of the subscription period to an equal period from the Supervisory Authority, unless the Fund Manager itself covers the value of the unsubscribed units.
14. Without prejudice to the provisions of the previous paragraph, in case of not covering the minimum subscription limit, the Fund Manager may refrain from the Fund's incorporation, and the value of subscription shall be refunded to each subscriber in addition to the profits thereof within a period not exceeding five business days from the closing date of the subscription period.
15. The number of units shall be allocated to those willing to subscribe within five business days from the closing date of the subscription period and notifying the investors of the number of their units after receiving the CMA notification to proceed with the Fund's business.
16. Anyone who has previously subscribed to the Fund shall be vested with the right to request subscription to the Fund or redemption of the value of the invested units via e-services provided by the Subscription Agent (Sales) without the need to fill out a new subscription/redemption form. The Fund Manager shall accept requests accordingly.
17. The Custodian, the Investment Controller, the External Auditor and the External Sharia Auditor may not subscribe to any number of units for their own accounts.
18. The Fund Manager and the Subscription Agent (Sales) may not accept any cash subscription to the Fund.
19. No subscription may be made to the Fund with in-kind shares whatsoever.
20. There are no subscription or redemption fees for the Fund.
21. The Fund Manager shall pay unitholders the redemption value within the 4 business days subsequent to the valuation day where the unit's value is determined.
22. In case of the demise of any subscriber and the units pass on to his heirs, the Fund Manager may liquidate the units and refund the value thereof to the heirs as per the legal procedures and the last valuation.
23. A printed copy of the AoA shall be provided to each subscriber and each person willing to subscribe to the Fund. The signature of the subscriber affixed to the subscription form, after having reviewed the Fund's AoA, shall be considered an approval to these Articles.

24. The Fund Manager may request the transfer of the ownership of such units, owned by any unitholder, to another client who is a relative of the first degree, provided to satisfy the subscription terms provided under these Articles.

Article (23): Sorting & Allocation Procedures

1. Before allocation, the Fund Manager's share of subscribed capital shall be set aside.
2. The Fund Manager shall sort the subscription requests and make the allocation on the closing date of the subscription period while observing the distribution of the minimum subscription.
3. In case subscription exceeds the Fund' capital, the units shall be allocated to subscribers on a pro rata basis, each according to his subscription ratio, after allocating the minimum subscription to all subscribers.
4. Allocation of investment units to subscribers shall be made within five business days from the closing date of the subscription period, and the Fund Manager shall be committed to handing each subscriber an allocation document which states the number of his allocated units.
5. All amounts in excess of the value of allocated units shall be returned to subscribers within a period of five business days from the date of completion of allocation procedures, with no interest accrued.

Article (24): Unitholders' Register

The Fund's unitholders' register shall be maintained with a clearing agency. This register may be kept with the Custodian if the Fund is unlisted as per the provisions of the Fourth Module (Securities Exchanges and Clearing Agencies) of the Executive Bylaws. The fees of the entity undertaking the task of keeping the register shall be paid out of the Fund's money.

The clearing agency or the custodian shall maintain a statement showing the balance of the remaining units and the units issued, redeemed, updated or cancelled and shall further provide the investment controller with a copy of such a statement.

All unitholders of the same category in the Fund shall be subject to the same terms and conditions.

Article (25): Subscription & Redemption Periods

1. Subscription shall be made in the manner outlined in these Articles every month, unless the Fund Manager otherwise decides due to certain cases, including but not limited to, the increase of submitted subscription applications

with large amounts that do not conform to the available investment opportunities. Subscription shall be made by filling out the assigned subscription application and submitting the same to the Fund Manager or the Subscription Agent (Sales) along with the required documents one business day before the valuation date at least, which falls at the end of each month, provided the actual payment of the value of the units required to be purchased to the account of the Fund, subject to the minimum subscription stipulated in these Articles.

2. Unitholders may redeem their units in the Fund by submitting an application to the Fund Manager every month. Such an application by the unitholder shall be conclusive and irrevocable. A unit shall be evaluated for the purpose of redemption as per the valuation announced at the time of redemption, and redemption applications shall be submitted at least one business day before the monthly Valuation Date at the end of each month.
3. The Fund Manager may postpone the fulfillment of any redemption application to the next Dealing Day as per the provisions of the Fund's AOA, in either of the following two cases:
 - a) If the total ratio of all unitholders' redemption applications that have to be fulfilled on any given Dealing Day or redemption date reaches 10% or more of the Fund's NAV, provided that in this case, the Fund Manager shall fulfill the redemption applications below the 10% ratio of NAV, and that all redemption applications shall be taken into consideration on a pro rata basis, the redemption applications above the 10% ratio of NAV shall be postponed to the next dealing day or the next redemption day.
 - b) If trading is suspended in the stock exchange or the regulated markets where the securities or other assets owned by the Fund are traded, or in case of suspending the trading of securities representing a significant value of its assets.
4. If the CMA discovers the noncompliance of the Fund Manager or the investment controller or the custodian of the collective investment scheme with the provisions of the Law or the Executive Bylaws, the CMA may issue its instruction for the scheme's manager to temporarily put the redemption or subscription process on hold, or both of them, as regards the units of the collective investment scheme as of the date set under such instructions.
5. The Fund Manager shall execute the subscription or redemption requests as per the valuation price subsequent to the subscription or redemption request. Subscription or redemption prices may include other commissions, provided that this should be provided by the Fund's AoA.

Article (26): Unitholders' Rights

1. Unitholders are entitled to a percentage of the Fund's NAV upon liquidation on a pro rata basis to the number of **his** owned units.
2. A unitholder is entitled to get a copy of the periodic reports, quarterly and semi-annual financial statements, by virtue of a written request submitted to the Fund Manager during official business hours.
3. Neither the subscriber nor its general or particular successors may interfere with the Fund management affairs.
4. Investment units or shares entitle subscribers to equal rights to the Fund proportionately as per their share in the capital. Unitholders are entitled to receive a share of distributable amounts and shall bear any losses on a pro rata basis to the owned units. In the event of liquidating the Fund, unitholders shall be entitled to a percentage of the Fund's NAV on a pro rata basis each as per the number of his owned units.
5. The Fund Manager shall not be liable towards subscribers for any damage incurred unless the same arises due to fraud or gross negligence in managing the Fund's amounts or violation of the Law, its Executive Bylaws or these Articles.
6. The Fund's Articles of Association shall be drafted in Arabic and shall be provided free of charge upon request.

Article (27): Profit Distribution Policy/Basis

Any returns realized by the Fund shall reflect on the Fund's NAV and no profits shall be distributed until the units' value is redeemed by subscribers.

Article (28): NAV Calculation

- 1- The Investment Controller shall calculate the Fund's NAV and value the investment units at the end of every Valuation Period.
- 2- The Fund's NAV is the value of the Fund's investments at the end of the valuation period valued according to these Articles plus other asset items including cash and other receivables less the Fund's obligations towards third parties at that date.
- 3- Listed securities shall be valued according to the International Accounting Standards approved by the CMA.

- 4- Upon valuation, in case there are any other amounts in currencies other than the USD, the calculation of the equivalent value in USD shall be taken into consideration, based on the then prevailing exchange rates.
- 5- All the Fund's liabilities, reserve and contingency items (including any taxes or charges) or cumulative costs and expenses incurred by the Fund shall be deducted.
- 6- The Fund's assets shall be valued on every Dealing Day and no later than one day after the deadline for submitting Subscription/Redemption applications.
- 7- Valuation of the Fund's assets may be delayed for a period not exceeding two business days from the dealing day if it is not possible to value a major part of the Fund's assets, provided that the Fund Manager shall provide the CMA with the reasons and justifications of such a delay.
- 8- Unlisted securities shall be valued based on fair value reached by appropriate valuation methods, provided that the valuation shall be made at least once annually.
- 9- Valuation shall be made as per the CMA-approved International Accounting Standards.
- 10- If any of the Fund's assets is valued incorrectly or if there is any error committed in the calculation of the unit price, the party which commits such an error shall compensate the aggrieved party.
- 11- The Fund Manager shall send the reviewed interim financial statements or the audited annual financial statements along with a report showing all the valuation and pricing mistakes committed during this period.
- 12- The units' subscription or redemption process shall be reflected upon making the first calculation of the NAV for the Fund after the subscription/redemption process.

Article (29): Investment Policies, Restrictions & Risks

1. The Fund Manager shall be responsible for managing and investing the Fund's amounts through its representatives stated in these Articles.
2. The Fund shall adopt a balanced investment policy which aims at realizing a suitable return on investment. The Fund Manager shall use its best endeavors to manage the Fund's investments and realize the best returns possible for subscribers. However, it does not guarantee the realization of any profits or

capital returns, or a specific performance pattern as a result of managing the Fund's amounts. Neither the Fund Manager nor any of its staff, employees or agents shall be liable in any way whatsoever towards subscribers for any damage incurred by them as a result of their investment in the Fund, save such damage resulting from fraud or gross negligence in managing the Fund's amounts, or violation of the provisions of the Law, the Executive Bylaws or these Articles.

3. Despite the investment policy adopted by the Fund aims at safeguarding the invested capital by investing in risk-balanced investments, the expected or resulting unit value or returns may increase or decrease and be positively or negatively affected by the economic changes and the conditions of the market or other markets. In addition, investment in the Fund involves risks associated with investment in general, and the Fund Manager does not guarantee for subscribers their capital or realization of any profits.
4. Investment in local and international investment funds.
5. The Fund Manager shall not keep cash or cash equivalents unless for a necessity for any of the following:
 1. Fulfilling the units' redemption requests.
 2. Well-management of the Fund as per its investment targets and the objectives complementing such targets.

The provisions of this AoA do not apply during the first year following the issuance of the final license of the Fund.

Investment Risks:

The fund is subject to market performance fluctuations. The value of the units may increase or decrease owing to such fluctuations, leading to the partial or whole loss of the subscriber's investment upon redemption.

Some of the Fund's main investment risks include the following:

- **Risks of Securities and the Fluctuation of the Stock Exchange Markets:** Investing in the financial markets is a high-risk investment since it is exposed to high fluctuations and is sensitive to a number of economic, industrial and other factors. Accordingly, the Fund's investments are exposed to the risk of decline. The prices of some of the securities may change at the time of publishing them in monthly reports or their current prices due to the difference between the closing times at global markets and the time of issuing the reports.

- **Economic Risks at Country & Region Level:** The financial markets are sensitive to the fluctuations of the oil prices, and the international economic conditions in general since the markets usually tend to decline at the times of economic recession and depression.
- **Political Risks:** Such are the risks of change in political conditions in the country which the Fund targets for investments. Such risks may adversely affect the Fund's performance.
- **Currency and Interest Rate Risks:** The Fund's investments will be mainly in US Dollars, while there could be other investments in international currencies from time to time. Currency risks arises when payment is made to purchase units in a currency other than the one determined by the Fund. Exchange rate differences, as the case may be, could lead to an increase or decrease in the unit's value. Also, the fluctuation of the interest rates may have an adverse effect on investment.
- **Liquidity Risks:** Liquidity means the swiftness and ease of disposal of an asset and converting it into cash. Some assets could become less liquid compared to others, meaning that they cannot be swiftly and easily sold. Also, it would be difficult to sell some assets due to the legal restraints and the nature of the investments or the non-availability of interested buyers.
- **Sector Risk:** Unlike others, some sectors in the capital markets may be affected adversely or positively and this may affect the performance of the Fund, due to the volume of investments in this sector.
- **Islamic Sharia Compliance-Related Risks:** The Fund invests only in investments complying with Islamic Sharia, hence, these risks arise when one of the investments is not complying with some Sharia controls. The Fund may sustain losses in case of having to dispose of such investments at a low price or in case of missing any performance opportunity which could be higher than such investments. The Fund shall further filter out any non-Sharia compliant income by way of donating the same to charitable societies, which may adversely affect the valuation of the unit price.
- **Issuer-Related Risks:** Such are the risks of change in the financial conditions of the issuer company of any security due to changes in the administrative structure, products or services in a manner that decreases the value thereof with the Fund.
- **Discount Rate Change Risks:** The net value of the Fund may be negatively or positively affected due to the change of the central banks' discount rates which may affect the economic conditions in general and, in turn, may impact the NAV of the funds subject of investment.

- **Legal/Regulatory Risks:** Changes in the regulatory or legal framework (including taxes) may affect the potential profitability or the legality of the investment (this risk is even bigger in emerging markets). One's rights against the defaulting counterparty may be limited to contractual remedying against the counterparty as per the conditions of the relevant security. The Fund may face difficulties in following in the path of the legal remedying or in obtaining and enforcing judgments against this party, especially if the case is filed before foreign courts or if the party is domiciled abroad. In all cases, the prospectus or the Articles of Association may provide for terms and conditions for the product which could be unfavorable for your interests.

The subscriber's investment in the Fund does not represent guaranteed responsibilities by the Fund Manager or any of his subsidiaries or affiliates, rather, they are subject to the said investment risks.

The Fund manager shall not be liable for any claim (s) whatsoever for any lost opportunity or for any actual or sustained loss by the subscriber except in case of gross negligence or willful misconduct by the Fund Manager.

The subscriber's investment in the Fund is no deposit and shall not be constituted to be a deposit with any local bank.

The investors shall be aware of the risks inherent in their investment in the Fund, so, once they have any concerns about the convenience of the Fund, they shall consult an independent financial advisor.

Article (30): Investment Restrictions

- 1- It is not permissible for the Fund to obtain a mortgaged or non-mortgage-backed finance or to enter into any transactions which result in any debt liabilities to the Fund except for obtaining a finance to cover redemption requests provided that this shall not be in excess of 10% of the Fund's Net Asset Value unless the CMA approves otherwise.
- 2- The Fund shall invest in at least three investment funds and it is not permissible for such an investment in each of these funds to be less than 5% of the Fund's NAV.
- 3- It is not permissible for the fund to own a percentage in excess of 25% from any given issuer.
- 4- It is not permissible for the Fund' investments in another investment fund to be in excess of 40% of the NAV of the Fund.
- 5- It is not permissible for the Fund to invest in another Fund of Funds.
- 6- It is not permissible for the Fund to extend guarantees and warranties.
- 7- It is not permissible for the Fund to deal on commodities.

- 8- It is not permissible for the Fund to provide a guarantee for issues.
- 9- It is not permissible for the Fund to practice cheque discounting.
- 10- The Fund may not invest in other funds managed by the Fund Manager.
- 11- The Holding Fund's investments shall be limited to the funds offered for public subscription.
- 12- It is not permissible to use conventional credit instruments to obtain a financing.

In all cases, the Fund Manager shall adopt a prudent investment policy aiming at achieving proper return on investments, and to observe the distribution of investment ratios in a balanced manner in anticipation of the risks and to observe the interests of the unitholders and to safeguard the same.

Article (31): The Fund's Prohibited Activities

The Fund may not undertake any of the following:

- 1- Extend credit facilities.
- 2- The Fund may not purchase any security issued by the Fund Manager's subsidiaries except within the limits determined by the CMA's Law and executive Bylaws.
- 3- The Fund may not purchase any security of an entity whose subscription manager or sales agent is the Fund Manager except within the limits determined by the CMA Law or Executive Bylaws in that regard.

Investment agencies and any other contracts which include providing third party funds for utilization in commercial activities shall be considered a prohibited credit activity for the Fund except for the placements with banks or if such represent a debt or financial instrument offered for sale in primary or secondary markets.

Article (32): The Fund's Restrictions

Without prejudice to the previous article, it is not permissible for the Fund Manager to purchase any security issued by his subsidiaries except as per the following controls:

1. To seek the approval of the investment controller ahead of the purchase.
2. The total of the securities where the Fund invests and all other funds managed by the Fund Manager shall not be in excess of 10% of the total of securities issued by his subsidiaries.

Without prejudice to the previous article, in case the Fund Manager assumes the Subscription Agent's role or assumes the subscription management for a specific issuer, he may not purchase the securities of this issuer while undertaking his tasks.

In case the Fund Manager or any of his subsidiaries undertake to cover the public or private subscription of a certain security, this security shall not be purchased on behalf of the Fund.

Article (33): Unitholders' Assembly Provisions

The Fund shall have a unitholders' assembly which shall convene once a year at least. Each subscriber shall be entitled to attend the meetings of such a general assembly and to vote on its resolutions. A unitholder shall have one vote against each investment unit he owns.

The unitholders' assembly shall consider and take decisions pertinent to the following matters:

- 1- The Fund Manager's report on the Fund's business and its financial position.
- 2- The external auditor's report on the audited annual financial statements of the Fund.
- 3- The audited annual financial statements of the Fund.
- 4- The report of the external sharia auditing firm.
- 5- The Investment Controller's report.
- 6- Amendments to the Articles of Association regarding the accrued rights of the unitholders.
- 7- Discharging the Fund Manager.
- 8- Appointment of a replacement manager.
- 9- Selecting the Fund's liquidator and monitoring his works.
- 10- The resolutions of the general assembly of unitholders shall not be executed except after the CMA's approval.

The Unitholders' Assembly meeting shall be held upon an invitation from the Fund Manager to look into the issues which lie within its powers. The Fund Manager shall send the invitation to convene the assembly upon a justified request submitted by unitholders owning 10% or above of the Fund's issued capital or upon the request of the investment controller or the external auditor. The party calling for the meeting shall prepare the meeting's agenda. If the Fund Manager does not invite the unitholders' assembly to convene, in cases that necessitate the same, or if the

Fund Manager could not make such an invitation for any reason whatsoever, the CMA may assign the investment controller or the external auditor to call for holding this assembly.

The invitation shall be sent to the unitholders to attend the general assembly including the agenda, time, and venue of the meeting in any of the following manners:

- 1- Announcement in two local daily newspapers and the stock exchange at least 10 days ahead of the convention of the meeting.
- 2- Registered letters to be sent to the unitholders at least 10 days ahead of the convention of the meeting.
- 3- By email, Fax or mobile SMS at least 7 days ahead of the convention of the meeting.
- 4- By hand to the unitholders or whoever legally represents them at least 3 days ahead of the meeting, while the party shall note on a copy thereof that he received a copy of the invitation.

For the notice made in either of the manners provided under clauses no. 2, 3 or 4 above to be valid, the subscriber shall have provided the Fund Manager with information about his domicile, email address or his Fax #, and must have agreed to be served via such means. No subscriber's change of any of information mentioned in the above paragraph shall be considered unless he notifies the Fund Manager or the entity maintaining the Unitholders' Register of such a change at least 5 business days before being served the notice.

The Fund Manager shall send notices of the agenda, time, and venue of the unitholders' assembly meeting at least 7 days ahead of holding the meeting to the following:

- 1- The CMA.
- 2- The Investment Controller.
- 3- The entity keeping the unitholders' register (the custodian or the clearing agency).
- 4- The external auditor and the external Sharia auditing firm, as the case may be, if it was decided to present the financial statements to the Unitholders' Assembly.
- 5- The stock exchange in order to announce the agenda, the time and the venue of the unitholder's assembly meeting.

Non-attendance of the CMA's representative, following the notification thereof, does not render the unitholders' assembly meeting invalid. The meeting shall be rendered invalid in case of non-attendance of any of the above mentioned entities in clauses nos. 2, 3 and 4 above. The meeting shall also be invalid in case the Fund Manager does not attend unless the meeting invitation is sent by another entity other than the Fund Manager, thus, the unitholders' assembly meeting shall be presided by the entity which extended the invitation for attending this meeting.

The Assembly's meeting shall only be deemed valid if attended by unitholders owning at least 50% of the Fund's issued capital. If this quorum is not satisfied, the general assembly shall call for another meeting with the same agenda to be held within a 30-day period at most from the date of the first meeting. The second meeting shall be deemed valid regardless of the attendance to capital ratio. It is permissible not to extend a new invitation for the second meeting if the date of such a meeting is set in the invitation for the first meeting. Resolutions shall be passed with the absolute majority of the represented units in the meeting except for the resolutions related to the amendment of the Fund's Articles of Association which affect the acquired rights of unitholders or in case of liquidation upon the request of the Fund Manager where agreement is needed from unitholders owning more than 50% of the Fund's issued capital.

It is not permissible for the unitholders' assembly to discuss subjects which are not listed on the agenda unless such was an emergency matter which occurred after the preparation of the agenda or which was discovered during the meeting, or if the CMA, the Investment Controller, or unitholders holding 5% of the Fund's issued capital request the same. If it turns out during the discussion that some information related to the presented matters are not sufficient, the meeting shall be postponed for a period not in excess of 10 business days if so required by unitholders holding 25% of the Fund's issued capital, and the postponed meeting shall convene without the need for new procedures for the invitation.

The Fund Manager or the entity which called for convening the meeting, as the case may be, shall provide the CMA with a copy of the meeting minutes of the general assembly after being signed by whoever presided the meeting, and the service providers who attended the meeting. This shall be made within two weeks from convening the general assembly meeting, provided that a copy of attendance proxies shall be attached to the meeting minutes.

All unitholders registered with the Fund's register shall be vested with the right to attend the meeting of the general assembly of unitholders in person or by proxy. For the proxy to be valid, this shall be made by a special power of attorney or an authorization made for this purpose. The power of attorney may be made for the attendance of one or more meetings of the general assembly of unitholders. A proxy issued to attend a specific meeting shall be valid to attend such a meeting postponed meeting due to the non-satisfaction of the quorum.

Article (34): The Beginning and End of the Fund's Financial Year

The Fund's financial year shall begin on the first of January every year, and end on the last day of December every year, except the first financial year which shall start on the date of registration with the CMA's Funds Register and end on the last day of December of the next year.

Article (35): Means & Dates of Information Disclosure

The Fund Manager shall prepare the Fund's financial statements according to the following:

First: To the regulatory authorities:

- a. The Fund Manager shall prepare the reviewed interim financial statements of the Fund on a quarterly basis, at least, according to the International Accounting Standards approved by the CMA, and shall publish the same through the stock exchange and the CMA within fifteen business days at most from the end of the period.
- b. The Fund Manager shall prepare the audited annual financial statements and present a copy of the same to the stock exchange and the CMA within a maximum period of 45 days from the end of the Fund's financial year.
- c. The Fund Manager, the Investment Controller and the Custodian shall submit all the information, documents and data requested by the CMA during the period it so determines. The CMA may inspect and review the accounts and records of the Investment Fund and take the necessary data and information for performing the audit and inspection operations.

Second: To the Unitholders:

The Fund Manager shall prepare a periodic report to each unitholder at least on a quarterly basis. This report shall particularly include the following information:

- a. NAV of the Fund's units.
- b. The number of units owned by unitholders and the net value per unit.
- c. A register showing the movement of unitholders' accounts respectively, including any paid dividends subsequent to the date of the last report submitted to unitholders.
- d. A statement showing the fees of the Fund Manager and service providers.

Third: To the Public:

The Fund Manager shall publish monthly information about the Fund to the public through the stock exchange, within seven business days from the end of every month, as per the CMA's assigned form.

Article (36): The Fund Manager's Fees

In consideration of performing the stated duties as per the AoA, the Fund Manager shall receive annual fees of 1% of the net value of assets of the Fund, to be calculated and paid at the end of each month throughout the term of this Fund.

In all cases, the total fees received by the Fund Manager shall not exceed 5% of the Fund's NAV annually.

Article (37): The Custodian's Fees

- In consideration of performing the obligations detailed in these Articles of Association, the Custodian shall receive annual fees after the completion of the Fund's establishment and the commencement of its activities. The fees shall be a percentage of the Fund's NAV to be determined as per the below segments:
 1. 0.0625% of the NAV for the first USD 100,000,000 (One Hundred Million US Dollars).
 2. 0.0600% of the NAV for any amount in excess of USD 100,000,000 (One Hundred Million US Dollars).

These fees shall be calculated under the Fund's expenses.

Article (38): The Investment Controller's Fees

- In return for undertaking all its obligations stated herein, the Investment Controller shall receive annual fees after completion of Fund's incorporation procedures and commencement of its operations, to be determined as a percentage of the Fund's NAV according to the following categories:
 1. 0.0625% of the NAV for the first USD 100,000,000 (One Hundred Million US Dollars).
 2. 0.0600% of the NAV for any amount in excess of USD 100,000,000 (One Hundred Million US Dollars).

These fees shall be calculated under the Fund's expenses.

Article (39): External Auditor's Fees

For auditing the first financial year-end, KD 1,500 (One thousand five hundred Kuwaiti Dinars).

For interim review of financial statements, KD 500 (Five hundred Kuwaiti Dinars) per each quarter.

Article (40): Sharia External Auditing Firm's Fees

The external Sharia auditing firm shall receive KD 1,000 (one thousand Kuwaiti Dinars) to be paid on two installments:

First Installment: 50% for the Fund's first financial year.

Second Installment: 50% after 6 months.

Article (41): Fees for Keeping the Unitholders Register

The entity keeping the Unitholders' Register shall receive annual fees amounting to KD 1,250 (One thousand, two hundred and fifty Kuwaiti Dinars), to be paid within 15 days from the date of the agreement.

Article (42): Expenses

The below table shows the fees to be paid by the Fund, the Fund Manager and the unitholders.

The Fund	The Fund Manager	Unitholders
1- The annual fees of the Fund Manager.	1- The expenses of drafting, printing and distributing the AoA.	
2- The fees of the Custodian.	2- Unit promotion or sale expenses.	
3- The fees of the Investment Controller.	3- Expenses of the Investment Advisor.	
4- The Fees for keeping the Unitholders' Register		
5- The External Auditor's fees.		
6- The Legal Consultant's fees.		
7- The fees of the external Sharia auditing firm.		
8- Advertisement fees and expenses charged by the CMA to funds.		

Article (43): The Manner of Amending the AoA

No amendment to the Fund's Articles of Association shall be effective except after obtaining the approval of the CMA and at the time determined thereby. The Fund's Articles of Association may be amended after the approval of the CMA and the Fund Manager shall notify the unitholders within 10 business days at most from the date of the CMA's approval of such an amendment. Should the CMA find that the proposed amendments prejudice the accrued rights of unitholders, it may require the Fund Manager to obtain the approval of such amendments by more than 50% of the capital.

Article (44): Termination & Liquidation of the Fund

The Fund shall be terminated for any of the following reasons:

1. Expiry of the Fund's term as determined in the Articles of Association unless it is renewed as per the rules provided herein.
2. End of the objective for which the Fund was incorporated or in case of impossibility to achieve the objective.
3. Damage or destruction of all or most of the Fund's assets in a manner that renders it impossible for the current investment to be feasible.
4. Upon the request of the Fund manager, provided an approval resolution is issued by the general assembly of unitholders who own 50% of the Fund's capital to prematurely liquidate it.
5. A resolution is issued by the CMA to cancel the Fund's license.
6. A judgment is issued to dissolve and liquidate the Fund.

Article (45): Liquidation Procedures

Upon dissolution as per the above article, the Fund shall enter into the liquidation phase. The Fund shall maintain the legal personality during liquidation insofar as liquidation procedures require. The words "Under Liquidation" shall be added to the name of the Fund and shall be written in a clear manner in correspondences sent by the entity in charge of the liquidation, and the liquidation of the Fund shall be officially announced. The following provisions in the below articles apply to the Fund's liquidation:

All the maturities of the debts shall be dropped as of the date of officially announcing the dissolution of the Fund and notifying creditors of proceeding with liquidation, The liquidator shall officially notify all creditors of the commencement of the liquidation process and invite them to submit their repayment requests. It is permissible to notify creditors by way of announcement. In all cases, the notification or the announcement shall include a minimum notice of 15 business days to file their requests.

The Fund Manager's authority shall end by the termination of the Fund, however, the Fund Manager shall remain in charge of the Fund management until the appointment of the liquidator and the exercise of its powers. The Fund Manager shall be considered a liquidator by third parties until the appointment of a liquidator.

The Fund's service providers shall continue providing their service during the period of liquidation unless the liquidator decides, after the CMA's approval, there is no need for them to continue providing such services or to replace them with other service providers or combine some of the duties and assign them to a single service provider. The Fund Manager or any of its service providers may be appointed as a liquidator for the Fund and the liquidator may be selected from the persons licensed to manage collective investment schemes or to manage an investment portfolio, an investment controller, a custodian or an auditor registered with the CMA. In all cases, a liquidator shall not be appointed except after the CMA's approval. The liquidator shall not proceed with his work except after the official announcement of his appointment resolution.

The liquidator shall be appointed by virtue of a resolution issued by the unitholders' assembly unless in the cases where the CMA decides to appoint a liquidator. If the liquidator is appointed by the unitholders' assembly, a preapproval shall be obtained from the CMA to appoint the liquidator. In all cases, the entity which selects the liquidator shall fix his fees and the period of liquidation, provided that the Fund shall bear the fees of the liquidator. The liquidator shall be discharged by virtue of a resolution issued by the appointing entity. In all cases, the CMA may, upon the request of one of the Fund's unitholders or creditors or by itself, issue a resolution to discharge the liquidator if it finds a reasonable justification for the same. Any resolution to discharge the liquidator shall provide for the appointment of a replacement, and the new liquidator shall not proceed with his work except after officially announcing the resolution which provides for discharge or appointment of a liquidator.

The liquidator shall undertake all the works necessary for the liquidation of the Fund, and he shall particularly undertake the following:

1. Representing the Fund before the Court and third parties.
2. Providing the care of a prudent person to maintain the Fund's assets and rights.
3. Paying off the Fund's debts.
4. Selling the Fund's assets, properties and moveables, in a public auction or by way of bidding or any other way that guarantees the highest price unless the appointment resolution provides for specific sales procedures.
5. Dividing the Fund's net assets among the unitholders.

The liquidator may not proceed with new works unless they are necessary to complete previous works. Furthermore, he may not sell the Fund's asset in one lot or make compromises as regards the Fund's rights or to accept arbitration for disputes related to liquidation or conclude transactions with related parties except after the approval of the unitholders' assembly. The actions performed by the liquidator shall be valid in relation to the Fund, the unitholders or third parties if such are necessitated by the liquidation works within the authority of the liquidator. Should there be several liquidators, their actions shall not be binding to the Fund unless decisions are made by absolute majority and unless their appointment resolution provides for otherwise. The Fund Manager shall submit the Fund's

accounts and hand over its books, documents and assets to the liquidator. Furthermore, service providers shall be committed to providing the liquidator with any data or information pertinent to the Fund, and the liquidator shall, within 3 months from proceeding with his work, inventory the Fund's assets and determine its financial position including its rights and liabilities. In so doing, he may seek the assistance of the service providers. The liquidator shall keep the necessary books for liquidation records while providing the CMA with a report on the Fund's financial position. The liquidator shall conclude the liquidation works within the determined period in his appointment resolution. If such a period is not determined, the CMA shall determine it upon the request of the relevant parties. This period may be extended by virtue of a resolution to be issued by the entity which appointed the liquidator after reviewing his report which shall include the reasons which hindered the completion of the liquidation within the set period. Any stakeholder may request the CMA to shorten such a period.

The Fund's liquidator shall convene the unitholders' general assembly within 3 months from the end of the financial year to discuss the financial statements for the ended year along with the external auditor's report, and the annual report for the liquidation works and approval of the same. He may further invite the unitholders' assembly to convene at any time should the liquidation works necessitate the same. The liquidator shall collect the rights of the Fund with third parties or with the Fund Manager then deposit the amounts collected to the bank's account in one of the banks during the liquidation phase. The liquidator shall further pay off the Fund's debts and allocate the necessary funds to pay off the disputed amounts. Payment of the Fund's debts shall be in the following order.

1. Financial obligations arising from the liquidation operations.
2. All amounts due to the service providers.
3. Privileged debts as per their ranking.
4. Debts secured with in-kind securities within the limits of the outcome of the debt security.

Any remaining funds after payment of the above debts shall be paid to ordinary creditors. Should the remaining amounts from the liquidation be insufficient to pay all such debts, the money shall be distributed among them on a pro rata basis.

The liquidator shall divide the remaining assets of the Fund among unitholders after paying off the debts. Each subscriber shall receive a share which is proportionate with his number of shares in the Fund's capital. Furthermore, the liquidator should provide the unitholders' assembly with final accounts about the liquidation of the Fund and the division of its assets, then the liquidation works shall end by approving the final accounts by this assembly. The liquidator shall request the deregistration of the Fund from the Funds' Register with the CMA after conclusion of the liquidation. The liquidator shall officially announce the conclusion of the liquidation and the liquidation shall not be effective against third parties except after the date of the official announcement. The liquidator shall also submit a quarterly report to the CMA about liquidation works as per the Fund's financial year within a period of 30 days at most from the period-end, provided that the report is reviewed by an external auditor, including the findings of the liquidation procedures as well as the payments distributed to the unitholders and any assets remaining unliquidated with the Fund and the reason for the non-liquidation of the

same. The CMA may request the liquidator to provide it with any information or reports whenever it deems necessary.

The books and documents related to the Fund's liquidation shall be retained for 5 years from the date of deregistering the Fund from the CMA's Register. Such books and documents shall be kept with the entity which appointed the liquidator. The liquidator shall be liable for compensating the damage that afflicts the Fund or the unitholders or third parties due to acting beyond his authority or due to the errors he commits during performing his work. In case there are several liquidators, they should jointly be liable for the same.

Article (46): Correspondences

All correspondences from any Subscriber to the Fund Manager shall be addressed to the latest address recorded in the Fund's registers as follows:

Boubyan Capital Investment Company (K.S.C.C.)

Sharq Area, Al-Shuhadaa Street, KIPCO Tower, 32nd Floor

P.O. Box 28950 Safat, Postal Code 13150,

State of Kuwait

- The Fund Manager's Website: www.boubyancapital.com
- E-mail: assetmanagement@boubyancapital.com
- Tele: (965) 22325800
- Fax: (965) 22325801

Article (47): Governing Law & Jurisdiction

These Articles shall be governed and interpreted by the provisions of the Kuwaiti law and Kuwaiti courts shall have jurisdiction to settle all disputes related thereto or arising therefrom in a way that does not contravene with the principles of the Islamic Sharia. Decree Law no. (7) of 2010 Concerning the Establishment of the Capital Markets Authority & Organization of the Securities Activity, as amended, its Executive Bylaws and the resolutions and conditions passed by the regulatory authorities shall apply to all matters related to the Fund which are not addressed by a special provision under these Articles of Association.

Article (48): Combating Money Laundering & the Financing of Terrorism

The Fund Manager shall comply with the CMA's resolutions and instructions and Kuwaiti laws pertaining to combating money laundering and the financing of terrorism in addition to international legitimacy resolutions in this regard, and any subsequent resolutions and instructions issued with respect to money laundering and financing of terrorism.

And in order to comply with the laws and instructions on combating money laundering and financing of terrorism, the Fund Manager may require the provision

of additional documents from applicants for Subscription as evidence to verify their details and identity or the identity of the original beneficiaries from the amounts invested in the Fund. The Fund Manager reserves the right to require additional information, if it deems that necessary to verify the identity of applicants for Subscription or the sources of their funds, and the Fund Manager may reject any applications for Subscription to the Fund if the applicant delays or fails to provide any information or document required by the Fund Manager.

Article (49): Cancellation of License

The CMA may cancel the license of any investment fund in any of the following cases:

1. If it is found that any of the licensing conditions is not met.
2. If such a cancellation will safeguard unitholders' interests.
3. If the Fund Manager or the Investment Controller violate any of the provisions of Law or regulations, or provide the CMA with incorrect, inaccurate or misleading information.
4. If the Fund Manager applies for cancellation of the Fund's license, and the CMA may reject the application in case it finds it necessary to investigate any of the matters related to the Fund or unitholders' interests.

Article (50): Complaint Procedures

In case of any complaints related to the Fund, you may contact Boubyan Capital Investment Company K.S.C.C. at the following number: (+965 2232 5800), or fill out the Complaint Form available at the Company's headquarters and on its website, then send the same on the following address:

Boubyan Capital Investment Company (K.S.C.C.)

Sharq Area, Al-Shuhadaa Street, KIPCO Tower, 32nd floor

P.O. Box 28950 Safat, Postal Code 13150,

State of Kuwait