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## 首域環球傘型基金有限公司

70 Sir John Rogerson's Quay  
Dublin 2  
Ireland

### [節譯文]

本函係致首域環球傘型基金有限公司之股東。本函為重要文件並請台端立即注意。如有任何疑慮，台端應立即諮詢台端的股票經紀人、銀行經理、商務律師、顧問或其他專業顧問。如台端已出售或轉讓首域環球傘型基金有限公司之持股，請將本函（或如適用，本函之副本）及隨函附上的委託書交付予執行出售之股票經紀人、銀行經理、或其他代理人，以使其交付予購買人或受讓人。

除本函另有定義外，定義詞彙應與本公司 2019 年 5 月 30 日之公開說明書（「公開說明書」）及任何當地增補文件所使用者具有相同涵義。公開說明書之副本將可於一般營業時間於本公司登記之營業處所供索取。本函尚未經愛爾蘭中央銀行（「中央銀行」）審查，可能為滿足中央銀行的要求須對其作變更。首域環球傘型基金有限公司之董事（「董事」）認為，本函內容或提案中均不與中央銀行發布的指導方針及規範相衝突。

2019 年 8 月 22 日

首域環球傘型基金有限公司（「本公司」）臨時股東大會通知函（「本通知函」）

親愛的股東，

本公司董事謹通知台端，本公司的臨時股東大會（下稱「臨時股東大會」）訂於 2019 年 9 月 24 日上午 10 點（愛爾蘭時間）假 Matsack Trust Limited 於 70 Sir John Rogerson's Quay, Dublin 2, Ireland 辦公室舉行臨時股東大會。

本通知函請見附件 I。茲擬於臨時股東大會提出特別決議以處理本公司的組織備忘錄及章程（「備忘錄及章程」）之修正提案。

所提議之備忘錄及章程變更係為因應愛爾蘭 2014 年公司法。擬訂的變更將更新備忘錄及章程與新立法相關的部份，使其符合現行愛爾蘭的公司法。該等變更將允許未來本公司指派管理公司的可能性。備忘錄及章程相關的變更載於附件 I 的附表一。

Directors : Peter Blessing, Chris Turpin, Bronwyn Wright, Kevin Molony, Kate Dowling, Adrian Hilderly  
Company No : 288284

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此外，尚有其他變更將對本公司及其基金（各「基金」，合稱「基金」）日常運作方式產生影響，詳如下述：

- 如附件 I 所載本通知函附表二之說明，本公司將變更適用於掛牌有價證券之評價規定。掛牌有價證券將以市場中間價進行評價，如無法獲悉市場中間價（如無買入價及/或賣出價），將以最後成交價格進行評價。目前，掛牌有價證券係以最後成交價格進行評價，如無最後成交價格，則以市場中間價進行評價；
- 如附件 I 所載本通知函附表三之說明，基金之淨資產價值將以四捨五入法計算至小數點第四位（而非如現行實務調低至小數點第二位）。例如 12.443349 將四捨五入法計算為 12.4433，而 12.443350 將以四捨五入法計算為 12.4434；
- 如附件 I 所載本通知函附表四之說明，將增加規定以說明若申購人未如公開說明書所示，於交割截止日前匯入申購款項，則申購人應負擔本公司因未收到款項所生之成本，並應補償本公司和行政管理人因此所受之任何損失並使其免受損害。若董事決定不取消臨時配發股份，即便尚未於相關交割截止日前收到申購款項，董事得對該等申購款項收取自交割截止日起之利息（依公開說明書所載之利率計算）；及
- 如附件 I 所載本通知函附表五之說明，將增加董事得決定基金之所有參與股份將由本公司買回之規定，惟須於不少於二十一天前或公開說明書規定較長之期間前，以書面通知該等參與股份之持有人。

如台端未親自出席，為使台端得在臨時股東大會投票，隨函附上附件 II 之委託書。謹請台端儘速完成並回擲，且無論如何至遲於臨時股東大會開始前 48 小時完成並回擲。請詳閱委託書上的附註以協助台端填寫完成並將其回擲本公司。即使台端已委任代理人，台端亦可出席臨時股東大會並於會上投票，惟在此情況下，代理人無權投票。

臨時股東大會的法定人數為兩名股東親自或委託出席。如於指定之臨時股東大會時間半小時內未達到法定人數，須進行延會。在此情況下，臨時股東大會將在次週的同一天、同一時間或地點，或其他董事決定的日期及時間及地點進行續會。

如台端為公司實體身分，台端得指派一位代表人出席並以台端的名義於臨時股東大會上投票。為此目的隨函附上代表委任書，詳如附件 III。

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董事對本函及本通知函中所含之資訊正確性負責，且董事會認為所擬之備忘錄及章程變更符合本公司股東的整體最佳利益，因此建請台端同意。

備忘錄及章程將於通過本通知函所載各項決議後修正。台端將於臨時股東大會後收到投票結果通知。目前，董事會預期：

- 附件 I 所載本通知函附表一之變更，於收到必要之監管核准後，預計將於相關決議通過後儘速生效。台端將於臨時股東大會後收到投票結果通知；及
- 附件 I 所載本通知函附表二、三、四及五之變更，將於收到必要之監管核准後生效，目前預計將於 2019 年 12 月 10 日或其前後之日期生效。台端亦將於臨時股東大會後收到投票結果通知，並將收到確定生效日之事前通知。

倘台端有任何疑問，台端應於上述地址聯絡本公司，或另行視情況與台端之投資顧問、稅務顧問和/或法律顧問聯絡。

此外，倘股東對於上述事項有任何疑問，則：

歐洲之股東得聯絡其於首域通常之代表，或透過下述方法聯絡客戶服務團隊：

- 電話：從英國致電：0800 917 1717 及從海外致電：+44 131 525 8872（為保障台端，通話內容或被錄音）；
- 電子郵件：info@firststate.co.uk；或
- 書面：Client Services, First State Investments (UK) Ltd, 23 St Andrew Square, Edinburgh EH2 1BB, United Kingdom。

(略譯)

此致



代表

首域環球傘型基金有限公司董事會

(中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。)

## 附件 I

### 首域環球傘型基金有限公司 (「本公司」) 臨時股東大會通知函(「本通知函」)

謹此通知台端本公司的臨時股東大會(下稱「臨時股東大會」)訂於 2019 年 9 月 24 日上午 10 點(愛爾蘭時間)假 70 Sir John Rogerson's Quay, Dublin 2, Ireland 舉行臨時股東大會，以處理下列業務交易：

#### 一般業務

1. 宣讀臨時股東大會召開通知。
2. 處理本公司任何其他一般業務。

#### 特別業務

3. 依愛爾蘭中央銀行之監管核准並自其生效，修正本通知函附表一所載本公司之組織備忘錄及章程(「備忘錄及章程」)。
4. 依愛爾蘭中央銀行之監管核准並自其生效，修正本通知函附表二所載之備忘錄及章程。
5. 依愛爾蘭中央銀行之監管核准並自其生效，修正本通知函附表三所載之備忘錄及章程。
6. 依愛爾蘭中央銀行之監管核准並自其生效，修正本通知函附表四所載之備忘錄及章程。
7. 依愛爾蘭中央銀行之監管核准並自其生效，修正本通知函附表五所載之備忘錄及章程。

臨時股東大會上得審閱修訂備忘錄及章程的草案副本(載列擬訂變更)(僅提供英文本)。如台端擬於臨時股東大會前索取草案副本，請注意台端得透過上述方式聯絡其於首域通常之代表或客戶服務團隊索取之。(餘略)

日期：2019 年 8 月 22 日



謹代表 Matsack Trust Limited

秘書處

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**本公司登記之營業處所**  
**70 Sir John Rogerson's Quay**  
**Dublin 2, Ireland**

**登記於愛爾蘭。登記編號 288284**

**註：有權出席臨時股東大會並行使投票權的成員均有權指派一位代理人或多位代理人以其名義出席臨時股東大會並行使投票權。代理人毋須為本公司成員。**

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## 首域環球傘型基金有限公司臨時股東大會通知函附表一

### 組織備忘錄及章程之修正

1. 第2項所述的組織備忘錄修正如下：

本公司為公開有限公司，並為一具可變資本的投資公司，本公司唯一目的為集合投資於可轉讓有價證券及/或其他於規範(定義如下)第4568條所述的其他流動性財務資產之資本，其資本之募集係依風險分散原則，並來自公開之運作，且受歐洲共同體(可轉讓證券集體投資計畫)2011年的規範(及其修訂，「規範」)，並依2014年公司法第17部分(「本法」)登記。

2. 修訂組織備忘錄第3(p)段，刪除「全部或部分付訖」等字樣。
3. 修訂組織備忘錄第3(x)段，刪除「全部或部分支付」等字樣。
4. 修正第3條所述之組織備忘錄以新增(ee)款如下：

依中央銀行及適用法律的要求，變更本公司結構，從公開有限公司變更為愛爾蘭集體資產管理事業體(ICAV)，或變更為其他依中央銀行及適用的法律不時所核准之公司型基金事業體。

5. 刪除第1條並以下列條款取代之：

本法第65、77至81、83(1)、94(8)、95(1)、96(2)至(11)、124、125、126、144(3)、144(4)、148(2)、158(3)、159至165、178(2)、181(6)、182(2)、182(5)、183(3)、186(c)、187、188、218(3)、(4)、(5)、229、230、338(5)、338(6)、339(7)、618(1)(b)、620(8)、1090、1092、1093及1113條不適用本公司。

6. 第2條修正如下：

(a) 新增下列「本法」定義並依字母順序排列之：

(中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。)

2014年公司法及其生效期間內其相關之法定修訂及重新制定，且本法 (Acts) 係指本法及生效期間內所有與本法相關之法定修訂及重新制定，被視為或依解釋為或與本法構成一體之法條及法定文件。

(b) 「行政管理人」定義修正如下：

**本公司負責人**不時指派以提供本公司或任何類別基金相關的行政服務之任何人士或公司。

(c) 「行政管理合約」定義修正如下：

證明**本公司負責人**及行政管理人均為當事人並與行政管理人作為本公司行政管理人和登記處的指派及職責相關的任何協議。

(d) 新增下列「中央銀行 UCITS 規範」定義並依字母順序排列之：

中央銀行2013年(監督和施行)法(第48(1)條)、2015年(可轉讓證券集體投資計畫)規範及任何後續修正案及中央銀行不時發布的任何規則或指導方針。

(e) 「本公司」定義修正為係指「首域環球傘型基金有限公司」。

(f) 納入下列「級別層級交易」定義並依字母順序排列之：

中央銀行不時核准並適用任何特定級別相關的交易(包括外匯避險)，故因該等交易而產生的利益及成本僅歸屬於相關級別。

(g) 刪除「保管機構」定義並以下列「存託機構」定義取代之(依字母順序排列)：

本公司不時指派並負責保管本公司所有資產的任何公司。

(h) 修正「交易日」定義並於句尾處增加「定期」之詞彙。

(i) 「稅項及費用」定義修正如下：

(中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。)

印花稅及其他稅項、稅負、政府手續費、經紀費、銀行手續費、轉帳費、登記費、應支付經理公司、投資經理人、行政管理人、保管機構存託機構或其各自的委任人或代理人的交易費及其他稅項及費用(包括但不限於績效費)，無論是否與本公司原始取得或增加之資產或股份創設、發行、出售、交換或申購或本公司投資之買賣相關，或就憑證相關或其他可能須支付或因該交易或該交易前或當時可能須支付或處理該交易而支付的該等稅項及費用，或與淨申購或買回以攤平處理成本並保留標的資產價值相關的費用均為是，惟不應包括為確定相關級別基金之淨資產價值已納入計算的佣金、稅負、費用或成本。

(j) 「投資經理人」定義修正如下：

本公司負責人不時指派提供本公司相關的投資管理服務之人士或公司。

(k) 新增「經理公司」定義並依字母順序：

本公司不時指派作為其 UCITS 管理公司之人士或公司。

(l) 納入「管理合約」定義並依字母順序排列：

當時存續之本公司及經理公司為當事人並與經理公司之指派及職責相關的任何協議。

(m) 刪除「會員國」定義並以下列取代：

歐盟內的會員國。

(n) 刪除「一般決議」定義並以下列取代：

依本法通過的一般決議。

(o) 刪除「規範」定義並以下列取代：



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歐洲共同體 2011 年 (可轉讓證券集體投資計畫) 規範 (2011 年 S.I. 第 352 號) (及當時有效的任何修正) 及所有適用的中央銀行規範或依其訂定或加諸條件或豁免的規範，特別是包括中央銀行 UCITS 規範。

(p) 刪除「登記簿」定義並以下列取代：

本公司成員的姓名所連載之登記簿。

(q) 納入「負責人」定義並依字母順序排列：

如已獲派為本公司行事時，為經理公司；如未有該等委任時，則為本公司自身。

(r) 刪除「交割日期」定義中最後一句並以下列取代：

在附買回交易中，最近日期通常為相關交易截止日期起十個營業日。

(s) 定義文字「股份」修訂為「股份或股份」。

(t) 刪除「特別決議」定義並以下列取代：

依本法通過的本公司特別決議。

(u) 第(c)款「特定投資」定義修正如下：

全球各地由經濟合作暨發展組織(OECD)政府(惟相關發行品須達投資等級)、中華人民共和國政府、巴西政府(惟相關發行品須達投資等級)、印度政府(惟相關發行品須達投資等級)、新加坡政府、歐洲投資銀行、歐洲中央銀行、歐洲委員會、歐洲鐵路融資公司、歐洲原子能共同體、歐洲復興開發銀行、非洲開發銀行、亞洲開發銀行、美洲開發銀行、國際金融公司、國際貨幣基金組織、國際復興開發銀行或世界銀行、歐盟、美國房利美公司(房利美)，美國房地美公司(房地美)、政府國民抵押協會(吉利美)，學生貸款行銷協會(沙利美)、聯邦住宅貸款銀

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行，聯邦農業信貸銀行、田納西河谷監管局、[Straight-A Funding LLC](#) 及進出口銀行發行的投資。

(v) 「證券交易所」定義修正如下：

愛爾蘭證券交易所有限公司或適當的繼受人。

(w) 刪除「證券交易所名義人」定義。

7. 條文中提及「保管機構」或「保管機構」之部份均以「存託機構」或「存託機構」取代之。

8. 條文中提及「公司法」之部份均以「本法」取代之。

9. 下列第 13(2)(a)及 18(c)條中提及「董事」之部份均以「負責人」取代之。

10. 第 5(a)條的首句修正如下：

董事得發行本公司資本中任何未分類股份作為特定級別基金的參與股份。董事得於級別基金中發行一類以上的參與股份，而不同的收費、費用及開支及其他董事得決定的因素於其成立日期得適用之，包括避險及非避險貨幣類別及採用級別層級交易的級別。創設更多參與股份的級別者須依中央銀行的要求為之。

11. 刪除第 5(a)條第 2 款及其列表並以下列取代：

其他級別基金得由董事經中央銀行事前核准後不時發行及指定之。

12. 刪除第 5(d)條並以下列取代：

董事概括及無條件被授權行使本公司的所有權力以配發參與股份，其金額相等於本公司的授權但尚未發行的股本。

13. 修正並刪除第 13(1)(b)條之「該等時間」並以「該等合理時間」取代之。

14. 刪除第 13(4)條並據此將其餘段落重新編號。

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15. 第 14 條的第二句修正如下：

除每股參與股份的申購價外，申購參與股份時可能須支付首次申購手續費。有關每類參與股份可能須支付的最高首次申購手續費資訊將由董事不時決定並載於公開說明書，且除中央銀行另行核准外，**不得超過5%的申購金額。**

16. 刪除第 17(1)(b)條「於設立日期當日」之詞彙。

17. 修正第 17(2)(c)(iii)條最後一句如下：

存託機構所持有之任何無人主張之款項或其他現金，得自應付款之日起十二個月屆滿時支付予法院，但存託機構有權從中扣除其可能產生之任何費用，**或由董事全權決定以其認為合理之其他方式處理之。**

18. 修正第 18(a)條並新增「本公司已繳股本的價值在任何時候均等於本公司的淨資產價值。」作為該段首句。

19. 第 18(a)條倒數第二句修正如下：

~~如股份類別以基礎貨幣外的貨幣定價發行，貨幣轉換成本及避險交易的收益/損失及成本將由該類別負擔~~代表特定級別使用級別層級交易者，在各種情況下，應調整各級別淨資產價值以反映各級別層級交易的**成本及因此產生的收益/損失**，前述**成本及收益/損失**應明確歸屬於特定級別。

20. 修正第 18(b)條、刪除(vii)款並據此將其餘段落重新編號。

21. 第 18(d)條修正如下：

未於受規範市場掛牌或交易的投資的價值，或通常於受規範市場掛牌或交易但目前未有相關價格的投資之價值應為由董事或代表董事**謹慎且誠信**所確立且經**保管機構存託機構**核准的可能實現價值。為此目的，董事得接受在此類投資中造市且董事會認為有資格提供該認證的個人、

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公司或協會對該投資的認證評價，惟該評價須經存託機構核准。如未有可得之獨立人士，董事得依賴投資經理人或相關合法有資格人士且經保管機構核准經負責人為該等目的指派且經存託機構核准的有資格人士提供的相關投資評價。

22. 第 18(i)條修正如下：

在受規範市場中交易的期貨合約、股價指數期貨合約及選擇權的價值應參考提呈予董事並經保管機構存託機構核准的價格計算，並將其作為受規範市場於評價時點所決定的交割價格，惟如相關市場之實務不作交割價報價，或因任何理由於評價時點無法取得該等交割價格，則該價值應按董事會應與保管機構同意決定前述(d)所說明的方式計算。未於交易所交易的衍生性金融工具應由該交易的交易對手每日評價，且該評價應由經保管機構存託機構為此目的核准的獨立方之至少每週核准或驗證。

23. 刪除第 18(k)條並以下列取代：

如負責人之意圖或目的並非將攤銷成本評價適用於整個級別基金的投資組合，該等級別基金內的貨幣市場工具應僅得於該等貨幣市場工具剩餘到期期限少於3個月，且對市場參數（包括信用風險）不具特定敏感性時，始能依攤銷價值執行評價。

24. 第 18(l)條修正如下：

不論前款規定，如考量到貨幣、適用利率、預期的股息率、到期日、可銷售性、流動性及/或其他相關視為相關之考量因素，經存託機構之核准，董事會負責人得為反映投資或其他財產於評價時點的公平價值所需而調整投資或其他財產的價值。

25. 第 18(m)條修正如下：

如任何情況下無法依上述規定確立特定價值，或董事會負責人認為其他評價方法更能反映相關投資的公平價值，此等情況下，相關投資的評價方法應依董事會負責人全權決定並經存託機構同意核准。

(中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。)

26. 修正第 18(q)條，新增第(ii)款如下，並據此將其餘段落重新編號：

成立本公司所產生的所有首次費用，包括監管費用及發行，分銷，行銷及推廣本公司參與股份的費用；

27. 第 19(g)條修正如下：

本公司負責人不應受依本條款收到的買回請求或依本第20條收到的交換通知之拘束力，如於任一交易日買回超過該交易日評價時點發行之級別基金的參與股份數量的10%，或超過該交易日任何級別基金淨資產價值的10%(或於任一狀況下，負責人決定之更高百分比)。如公司於任何交易日收到任何級別基金大量參與股份的買回請求，負責人得按確保不超過上述限額之必要依比例縮減各買回請求的數量，並將次一交易日之各買回請求的餘額延至往後交易日，直至各請求達成為止，惟自前交易日延續的買回請求(應持續遵守前述限制)完成順序應優先於往後的請求。縱有上述的一般規定，如董事會認為10%之限制對相關申請人過於繁瑣或不公平，且任何該等附買回未對相關類別基金的剩餘成員的利益造成重大損害，本公司得於該等情況下於相關交易日全數對提出附買回申請的申請人持股執行附買回，惟前述總持股須不超過相關類別基金參與股份1%。應視為於各後續交易日收到之請求予以處理，直至所有原買回請求相關的參與股份完成買回止。

28. 第 19(h)(i)條修正如下：

如任何申請人，就其所持有之參與股份擬於任何交易日買回任何級別之買回款項占該等級別之參與股份當日資產淨值的百分之五以上，則公司負責人有權以實物分割相關級別基金之全部或任何部分之資產(惟該等分配不會損害該級別其餘成員之利益)，並有權以向申請人發出書面通知函選擇適當方式將資產以全部或部分滿足買回購價格或該買回價格之任一部分撥款或轉讓予負責人。

29. 第 19(h)(ii)條修正如下：

如依本條款第(h)(i)項向申請人發送選擇之通知函，則申請人得以向公司負責人發送進一步通知函要求公司負責人不移轉資產，而安排：(a)出售資產；及(b)支付申請人該項出售所得之淨收益。

(中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。)

30. 修正第(19)(h)(iii)條，刪除「依合理決定」一詞，以「核准」一詞取代之。
31. 第 19(h)(iv)條提及「公司」之部份以「負責人」取代之。
32. 第 19(h)(iv)(a)條予以修正，於「出售資產」一詞之後包括「於買回生效後」一詞。
33. 第 19(h)(iv)(b)條修正如下：

**保管機構**任何該出售成本應由申請人負擔，而存託機構於收到所要求之權利證明後，以現金支付申請人由銷售所得之淨收益及任何相關款項。
34. 第 19 (k)條予以修正，刪除「七個或其他該等最低限額」一詞，以「最低限額」一詞取代之。
35. 第 22 (b)條予以修正，刪除「及證券交易所，且不得延誤」一詞，以「及如相關時，立即至證券交易所」一詞取代之。
36. 第 24 條予以修正，刪除「除本公司依法毋庸完成及備好憑證予以交付之股票交易所名義人」一詞。
37. 第 36 條予以修正，刪除「並且（在部分支付股份的情況下）受讓方也）」一詞。
38. 第 51 條予以修正，刪除「於其認為恰適之任何時間」一詞，以「依要求」一詞取代之。
39. 第 55 條予以修正，刪除「公司法准予之」一詞，以「本法准予之」一詞取代之。
40. 第 56 條予以刪除，以下文取代之：

所有於臨時股東大會處理之業務應視為特別項目。所有於年度股東大會處理之業務亦應視為特別項目，惟如係考慮法定財務報表及董事會

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報告、查核人針對財務報表及董事會報告之報告、成員審查本公司事項、董事會退任時之董事會推舉及查核人之指派或再指派及薪酬之訂定不在此限。

41. 第 78 條予以刪除，以下文取代之：

委託書文件應以董事會核准之格式為之。

42. 第 85 條予以修正，現行之款項標記為(a)，新增下文標記為(b)款：

依董事會核准之條件，或董事會得依相關條款授予之權限所核准之條件，董事會明確被允許(為本法第228(1)(d)條之目的)使用本公司之財產。

43. 第 92 條予以修正，增加下文為(f)款：

本法第228(1)(e)條中，並無任何限制董事進行董事會已核准之承諾，或根據董事會根據相關條款授權之權限所為核准之承諾。於從事任何本法第228(1)(e)(ii)及228(2)條許可之承諾前，事先取得董事會之核准應為各董事之責任。

44. 第 97(g)條修正如下：

董事會得決定於該時間，或其認為恰適之時間，以任何貨幣或任何基金級別之構成貨幣，暫時保留全部或任何金額之現金，無論以現金、或存於、以交付憑證存於、~~由保管機構核准~~全球任一處之其他由保管機構存託機構或任何銀行家或其他金融機構核發之銀行工具，~~(包括惟須依第137條規定之投資經理人，或投資經理人相關或關係人)依1942至1989之中央銀行法之規範；規範之限制及侷限。~~

45. 第 97(i)條予以修正，刪除「第 137 條」一詞並以「第 140 條」一詞取代。

46. 第 97(k)條予以修正，以「單一」一詞取代「單數」一詞。

47. 第 98(a)條予以修正，以「負責妥善保管所有之」一詞取代「持有」一詞。

(中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。)

48. 第 98(b)條予以修正，在第一句之分號前之文字由下文取代之：

作為存託機構之服務之對價，其有權收取本公司由各個級別基金財產支付之款項。

49. 第 98(d)條予以刪除，以下文取代之：

如為善意及效率之緣由，負責人認為就成員之利益適合變更存託機構，則在中央銀行核准規範下，存託機構僅得在依下列(f)項之規定方式指派新的存託機構，或本公司授權撤回時被替換。

50. 第 98(f)條予以刪除，以下文取代之：

如存託機構有意退任，或依第(d)項予以替換，本公司應指派合法合格之公司，及由中央銀行事先核准之，以取代將退任之存託機構，或於該退任通知函到期時或到期前予以替換。存託機構於新任存託機構被指派前不得退任。如存託機構已給予本公司退任意願通知函，及在給予通知函六個月內，或本公司及存託機構間同意之時間內皆無續任之存託機構時，則本公司應召開臨時股東大會，考量以一般決議清算本公司，使當時發行之參與股份得被買回，或指派清算人依本法及相關條款予以清算本公司。本公司應向中央銀行提出申請撤銷本公司之授權。

51. 第 99(a)條修正如下：

於不影響該等條款規範之一般性下，董事會負責人得依中央銀行之規範，指派任何人員、事務所或公司擔任本公司或任何級別基金之行政管理人，及得委任、授予該行政管理人任何相關權力、義務、裁量權、及/或其以董事會負責人身分得行使之職能，其另有權決定該等條款及條件，包括本公司應支付薪酬之權利，及其認為恰適之授權、限制，無論係其附隨或專屬於其自身之之權力。

惟如行政管理人應辭任或被解任，或終止其指派時，則董事會負責人將盡該等人其最大努力（依中央銀行核准）指派其他人員、事務所或公司取代其擔任本公司之行政管理人。



(中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。)

52. 新增下列第 100、101、及 102 條，以下條款按序重新編號，及所有交互引用部份依此更新：

100. 依管理合約之條款，董事會得指派(依中央銀行事先核准)任何人員、事務所或公司擔任本公司之經理公司，及得委任、授予該經理公司任何相關權力、義務、裁量權、及/或其以董事會身分得行使之職能，該等條款及條件，包括本公司應支付薪酬之權利，及其認為恰適之授權、限制，無論係其附隨或專屬於其自身之之權力。如經理公司應辭任或被解任，或終止其指派，則董事會將盡其最大努力指派(依中央銀行核准)其他人員、事務所或公司取代其擔任本公司之經理公司。

101. 如受指派，就本公司而言，經理公司將為負責人。作為經理公司服務之對價，其依管理合約規範有權收取本公司由各個級別基金財產支付，及經理公司為履行其職能代墊、支出之費用金額，及管理合約明示授權之所有其他收費及費用。

102. 如經理公司應辭任或被解任，或終止其指派，則本公司將盡其最大努力(a)依中央銀行核准指派其他人員、事務所或公司取代其擔任經理公司或(b)為其自身取得自行管理UCITS之授權。經理公司得辭任或解任或終止其指派之確切條件應載列於管理合約中。

53. 現行第 104 條予以修正，於該條文起始處包括「受本法第 193 條規範」一詞。

54. 現行第 111(a)條予以修正，於「借用」一詞後包括「暫時時」一詞，並進一步修正於「金錢」一詞後包括「最多至級別基金淨資產價值之百分之十」一詞。

55. 現行第 126 條修正如下：

本公司應就有權獲得該買回之參與股份淨收益之成員或人員匯入款項於其帳戶，以匯入所有相關金額於個別計息帳戶(該帳戶得為非計息)，此為本公司之永久債務，且及就該成員或其他人員而言，本公司應視為債務人而非受託人。

(中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。)

56. 現行第 129 條予以刪除，以下文取代之：

董事會應促使留存足夠之會計記錄以因應其業務或本法及規範要求之相關需要，俾利準備本公司之帳目。

57. 現行第 130 條予以刪除，以下文取代之：

會計記錄應留存於辦公室，或依本法第 283 條，留存於董事會認為其他恰適之處所，並應隨時得由董事會審閱。成員均無權審視本公司任何帳目或帳簿或文件，惟依本法或由董事會授權，或由本公司經一般股東大會授權者不在此限。

58. 現行第 131 條予以刪除，以下文取代之：

依本法及規範所要求之本公司法定財務報表及報告應於本公司依董事會不時決定之每個財務年度結束前編制完成，及應由查核人查核，於本公司每年之一般股東大會與董事會報告及稽核報告一併討論之。該財務報表應包括一份資產負債表、該財務年度之詳細收入及支出帳目、該財務年度之活動報告、及規範所要求之其他資訊，及任何可使得投資人就本公司活動發展及其結果作出知情判斷之重大資訊。

59. 現行第 132 條予以刪除，以下文取代之：

(a) 董事會應每年至少一次促使編制與管理本公司相關之年度報告。年度報告應包括本公司由查核人合法查核之法定財務報表，及董事會報告與查核人報告，並應以中央銀行核准形式為之，且應包括規範及本法所要求之資訊。年度報告應檢附中央銀行要求額外之特定資訊及報告。

(b) 年度報告影本一份包括本公司法定財務報表(包括每份依法所要求檢附之文件)，應於本公司年度一般股東大會上與董事會報告討論之，查核報告應由本公司發送(如第 144 條所說明)予每一位依本法及規範有權獲得該報告之人員，及如任何股份於證券交易所掛牌，則該等文件應於年度一般股東大會日期前二十一個結算日內，依要求之數量同時轉寄予該證券交易所。一份年度報告之紙本應於本公司登記事務所內備供索閱。

(中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。)

60. 現行第 134 予以修正，於「在那些地點」一詞之後新增「及以方式」一詞。
61. 現行第 137 予以修正，於「投資經理人」一詞之前新增「經理公司」一詞。
62. 現行第 144 條予以刪除，以下文取代之：
- (a) 任何依相關條款及/或適用法律要求發送、交付、提供或送達之通知函或其他文件得被發送、交付、提供或送達本公司任何成員，以下列任一方式：
    - (i) 親自為之；
    - (ii) 以 (航空函件，如適用)免付郵資之信函之方式郵寄，收件地址如成員於登記欄所示之地址；
    - (iii) 以快遞或留在成員於登記欄所示之地址；
    - (iv) 如該成員同意以電子通訊規範，則以本公司發送電子郵件或其他電子方式，視個別情況依該成員提供之電子郵件地址或號碼為之；或
    - (v) 如該成員同意使用網站規範，則以電子記錄之方式於網站發布，及通知該發布(應包括網站網址及文件於網站何處可見)。
  - (b) 任何通知函或其他文件，應視為已發送、交付、提供或送達本公司任何成員：
    - (i) 如於交付時為親自交付；
    - (ii) 如以郵寄，於郵寄後 48 小時內；
    - (iii) 如以快遞，寄送後 24 小時內；
    - (iv) 如以電子郵件或其他電子方式，傳送後 12 小時內；或
    - (v) 如以電子記錄發布於網站，發布後 12 小時內；及就證明該寄送或交付而言，其應依相關條款，充分證明通知函或文件寄件地址正確及有郵戳、已郵寄或以快遞、電子郵件或電子通訊方式、或視個別情況於網站發布。
  - (c) 任何相關條款規範下，成員同意使用電子通訊及網站之要求(於下述情況)應被視為已符合要求，當成員申購或持有本公司股份，就如同其受相關條款規範且已簽訂該條款。成員得於任何時間撤回

(中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。)

該同意，其可要求本公司以書面形式與其通訊，惟此等要求應於本公司收到相關要求之書面通知函後三十天後始生效。

- (d) 如為股份共同持有人，則任何通知函或其他文件之發送或交付予共同持有人之一時，為所有目的均應視為已充分交付予所有共同持有人。
- (e) 任何以郵寄或留置於成員登記地址，或經成員同意以電子形式或使用網站發布之通知函或文件，縱有該成員屆時已死亡或破產之情事，不論本公司或行政管理人取得該成員死亡或破產通知與否，均應被視為已妥適發送或送達，並視為所有相關股份之利害關係人已收悉(無論共同收件或透過其代收或其為收件人)。網站發布或以電子方式寄送後二十四小時內，該通知函應視為成員已收到。
- (f) 本公司得制定計畫，使成員得使用電子方式指派代理人(「電子委託計畫」)。任何電子代理人計畫應要求成員指派代理人以完成特定電子委託表格，該表格依2000年電子商務法或其他任何適用之法律及規範要求，應由成員以電子簽名或使用其他電子認證或密碼完成。

63. 現行第147條予以修正，包括新增下文為第二句：

如本公司有實物分配，任何成員得要求本公司出售資產，且該出售之成本應由申請人負擔。

64. 現行第148(b)條予以修正，於「投資經理人」一詞之前新增「經理公司」一詞。

65. 現行第148(b)條予以修正，於「投資管理合約」一詞之前新增「管理合約」一詞。

66. 現行第149條予以修正，刪除「1963年公司法第200條」一詞，以「本法」一詞取代之。

67. 現行第150(a)條予以修正，於首次使用「投資經理人」字樣後加入「(在本條中，該條款應包括其任何附屬公司，包括經理公司)」。

(中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。)

68. 現行第 151 條予以修正，刪除「核准」一詞，以「事先核准」一詞取代之。

(中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。)

## 首域環球傘型基金有限公司臨時股東大會通知函附表二

### 章程之修正

1. 修正第 18(c)條如下：

如本公司擁有或締結契約所為之投資係於受規範市場掛牌或交易者，其價值應以**董事所獲悉**評價時點可得的**最後交易價格市場中間價**為準(如有買入價及賣出價)，或如未能取得市場中間價者(如無買入價及賣出價)，則以評價時點之最後成交價格**市場中價(如有買入價及賣出價)**為準。如該等投資在多個受規範市場掛牌或交易時，**董事負責人得全權決定**為上述目的擇定任一就投資評價提供最公允標準之受規範市場。在受規範市場掛牌或交易但以溢價或折價金額在相關證券交易所外執行收購或交易之投資，得納入截至投資評價當日的溢價或折扣水準而評價之。

(中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。)

### 首域環球傘型基金有限公司臨時股東大會通知函附表三

#### 章程之修正

1. 修正第 18(a)條第六句如下：

參與股份之每股淨資產價值將依相關級別基金淨資產價值除以相關參與股份流通在外之股數，並以四捨五入法計算至小數點~~第二位~~第四位計算之，或以其他~~小數點位數~~董事認為適當且載列於公開說明書之方法~~取概數~~計算之。

(中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。)

## 首域環球傘型基金有限公司臨時股東大會通知函附表四

### 章程之修正

1. 修正第 13(1)(d)條，於現行條文最後一段加入下列文字：

此外，任何因申購人未於交割截止日前匯入申購款項對本公司所生之成本，應由申購人負擔，並應補償本公司和行政管理人因此所受之任何損失並使其免受損害。若董事決定不取消臨時配發股份，即便尚未於相關交割截止日前收到申購款項，董事保留得對該等申購款項收取自交割截止日起之利息（依董事隨時決定之合理利率計算）之權利。



(中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。)

## 首域環球傘型基金有限公司臨時股東大會通知函附表五

### 章程之修正

1. 修正第 17(2)(a)條，新增第(iv)如下：

董事得決定級別基金之所有參與股份將由本公司買回，惟須於不少於二十一天前或公開說明書規定較長之期間前，以書面通知該等參與股份之持有人。

(中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。)

## 附件 II

### 委託書

#### 首域環球傘型基金有限公司(下稱「本公司」)

本人/我們(董事會會成員姓名)

\_\_\_\_\_

(下稱「成員」)於(成員地址)

\_\_\_\_\_

為本公司成員之一，茲指派主席(或其不克出席)，地址位於 70 Sir John Rogerson's Quay, Dublin 2, Ireland 之 Barry O'Connor of (或其不克出席)，地址位於 70 Sir John Rogerson's Quay, Dublin 2, Ireland 之 Tara Doyle (或其不克出席)，地址位於 70 Sir John Rogerson's Quay, Dublin 2, Ireland 之 Gavin Coleman(或其不克出席)，地址位於 70 Sir John Rogerson's Quay, Dublin 2, Ireland 之 Jim Murphy 為成員之代理人，代表成員於本公司 2019 年 9 月 24 日召開之臨時股東大會及任何該會之延會出席、發言、及投票。

代理人依下進行投票：

委託書投票指示 (以「X」標示選取項目)			
決議名稱或描述	同意	棄權	反對
依愛爾蘭中央銀行之監管核准並自其生效，修正 2019 年 9 月 24 日召開之臨時股東大會通知函附表一所載本公司之組織備忘錄及章程。			
依愛爾蘭中央銀行之監管核准並自其生效，修正 2019 年 9 月 24 日召開之臨時股東大會通知函附表二所載本公司之組織備忘錄及章程。			
依愛爾蘭中央銀行之監管核准並自其生效，修正 2019 年 9 月 24 日召開之臨時股東大會通知函附表三所載本公司之組織備忘錄及章程。			

(中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。)

依愛爾蘭中央銀行之監管核准並自其生效，修正 2019 年 9 月 24 日召開之臨時股東大會通知函附表四所載本公司之組織備忘錄及章程。			
依愛爾蘭中央銀行之監管核准並自其生效，修正 2019 年 9 月 24 日召開之臨時股東大會通知函附表五所載本公司之組織備忘錄及章程。			
除另有指明外，代理人將依其意見投票			
成員簽名 _____ 日期：			

註：

- (a) 為使本表生效，本表必須於大會開始前至遲於四十八小時內寄到 70 Sir John Rogerson's Quay, Dublin 2, Ireland。可接受傳真或電子郵件影本，得傳送至 [fscompliance@matheson.com](mailto:fscompliance@matheson.com)。
- (b) 除另有指明外，代理人將依其意見投票。
- (c) 如為共同股東，則第一位列名股東之簽名效力即為已足。
- (d) 如為公司，委託書表格應由其以共同印鑑簽署，或由其以書面授權之高階主管或顧問處理。
- (e) 如台端希望指派台端選擇之代理人，請刪除「董事會主席」一詞，並新增台端希望指派之代理人之姓名(此人不需為本公司成員之一)。
- (f) 回擲已完成之委託書表格將不影響本公司之成員親自參與大會及投票。

(中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。)

### 附件 III

#### 代表委任書

收件人：董事會

首域環球傘型基金有限公司  
70 Sir John Rogerson's Quay  
Dublin 2  
Ireland

敬啟者

我們\_\_\_\_\_，  
為\_\_\_\_\_

(下稱「本公司」)為首域環球傘型基金有限公司股東，茲通知依照董事會會決議，  
\_\_\_\_\_被指派為本公司代表人(或其不克出席)，地址位於 70 Sir John Rogerson's Quay, Dublin 2, Ireland 之 Barry O'Connor of (或其不克出席)，地址位於 70 Sir John Rogerson's Quay, Dublin 2, Ireland 之 Tara Doyle (或其不克出席)，地址位於 70 Sir John Rogerson's Quay, Dublin 2, Ireland 之 Gavin Coleman(或其不克出席)，地址位於 70 Sir John Rogerson's Quay, Dublin 2, Ireland 之 Jim Murphy 為本公司之代表，代表本公司於首域環球傘型基金有限公司於 2019 年 9 月 24 日，在 2019 年 8 月 22 日通知函載列時間，於 70 Sir John Rogerson's Quay, Dublin 2, Ireland 舉行之臨時股東大會或其任何延會出席及投票。

該被指派人士有權於該等會議行使我們就首域環球傘型基金有限公司股份相關之相同權力，一如我們以個別股東身分行使之權力，並有權代表本公司簽署任何與上述會議相關而所需之同意書。

簽名 \_\_\_\_\_  
合法授權主管  
謹代表  
\_\_\_\_\_

**FIRST STATE GLOBAL UMBRELLA FUND PLC**  
*70 Sir John Rogerson's Quay*  
*Dublin 2*  
*Ireland*

This circular is sent to you as a shareholder in First State Global Umbrella Fund plc. It is important and requires your immediate attention. If you are in any doubt as to the action to be taken, you should immediately consult your stockbroker, bank manager, solicitor, attorney or other professional adviser. If you have sold or otherwise transferred your holding in First State Global Umbrella Fund plc, please send this circular (or, if applicable, a copy) and the accompanying proxy card to the stockbroker, bank manager, or other agent through whom the sale was effected for transmission to the purchaser or transferee.

Unless otherwise defined, capitalised terms used herein shall bear the same meaning as capitalised terms used in the prospectus for the Company dated 30 May 2019 (the "Prospectus") and any supplements and the applicable local covering documents. A copy of the Prospectus is available upon request during normal business hours from the registered office of the Company. This circular has not been reviewed by the Central Bank of Ireland (the "Central Bank") and it is possible that changes thereto may be necessary to meet the Central Bank's requirements. The directors of First State Global Umbrella Fund plc (the "Directors") are of the opinion that there is nothing contained in this circular nor in the proposals detailed herein that conflicts with the guidance issued by, and regulations of, the Central Bank.

22 August 2019

**Notice to Shareholders of Extraordinary General Meeting of First State Global Umbrella Fund plc (the "Company")**

Dear Shareholder,

The Directors of the Company wish to inform you of the extraordinary general meeting (the "**EGM**") of the Company which is to be held at the offices of Matsack Trust Limited, 70 Sir John Rogerson's Quay, Dublin 2, Ireland at 10am (Irish time) on 24 September 2019.

A notice of the EGM is enclosed as Appendix I (the "**Notice**"). A special resolution will be proposed at the EGM to deal with the proposed amendments to the Company's memorandum and articles of association (the "**M&A**").

The changes to the M&A are being proposed following the introduction of the Companies Act 2014 in Ireland. The proposed changes will update references in the M&A to the new legislation and will bring it into line with current Irish company law. The changes will also allow the Company the possibility to appoint a management company in future. These changes to the M&A are described in the first schedule to Appendix I. In addition, there are other changes which will impact the way the Company and its funds (each a "Fund", collectively the "Funds") are operated on a day-to-day basis as set out below:

- As described in the second schedule to the Notice of EGM of the Company as set out in Appendix I, the Company's valuation provision with respect to listed securities will be changed, such that listed securities will be valued using the middle market price or, if there is no middle market price available (i.e. there are no bid and/or offer prices available), the last traded price. Currently, such securities are valued at the last traded price or, if no last traded price is available, the middle market price;
- As described in the third schedule to the Notice of EGM of the Company as set out in Appendix I, the Net Asset Value of a Fund will be rounded to the nearest four decimal places (rather than the current practice of rounding down to the nearest two decimal places). For example, 12.443349 will be rounded down to 12.4433, whereas 12.443350 will be rounded up to 12.4434;
- As described in the fourth schedule to the Notice of EGM of the Company as set out in Appendix I, additional provision will be made to clarify that where an applicant fails to transmit cleared subscription monies by the relevant settlement deadline as stated in the Prospectus, the applicant shall bear any costs incurred by the Company as a result of such failure and shall indemnify and hold harmless the Company and the Administrator for any loss suffered as a result. In the event the Directors decide not to cancel a provisional allotment of Shares notwithstanding cleared subscription monies have not been received by the relevant settlement deadline, the Directors may charge

Directors: Chris Turpin, Bronwyn Wright, Kevin Molony, Kate Dowling, Adrian Hilderly  
Company No: 288284

interest (at such rate as disclosed in the Prospectus) on such subscription monies commencing on the relevant settlement deadline; and

- As described in the fifth schedule to the Notice of EGM of the Company as set out in Appendix I, additional provision will be made to provide that the Directors may determine that all of the Participating Shares in a Fund shall be repurchased by the Company, provided that not less than twenty one days' notice, or such longer notice period as may be specified in the Prospectus, in writing has been given to the holders of such Participating Shares.

A proxy card is enclosed as Appendix II to enable you to vote at the EGM should you not be attending in person and you are urged to complete and return it as soon as possible and in any event by no later than 48 hours before the EGM. Please read the notes printed on the proxy card which will assist you in completing and returning it to the Company. You may attend and vote at the EGM even if you have appointed a proxy but in such circumstances the proxy is not entitled to vote.

The quorum for the EGM is two shareholders present in person or by proxy. If a quorum is not present within half an hour of the time appointed for the EGM, it will be necessary to adjourn it. In that event, the EGM will stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Directors may determine.

If you are a corporate entity you may wish to appoint a representative to attend and vote at the EGM on your behalf. A form of letter of representation is enclosed as Appendix III for this purpose.

The Directors accept responsibility for the accuracy of the information contained in this circular and the Notice and are of the opinion that the proposed changes to the M&A are in the best interests of shareholders of the Company as a whole and accordingly recommend that you agree to them.

The M&A will be amended upon passing of each resolution set out in the Notice. You will be notified following the EGM of the outcome of the vote. The Board currently expects that:

- The changes described in the first schedule to the Notice of EGM of the Company as set out in Appendix I are expected to take effect shortly after the passing of the relevant resolution after the necessary regulatory approval is received. You will be notified following the EGM of the outcome of the vote; and
- The changes described in the second schedule, third schedule, fourth schedule and fifth schedule to the Notice of EGM of the Company as set out in Appendix I will each take effect after the necessary regulatory approval is received, which is currently expected to be on or around 10 December 2019. You will also be notified following the EGM of the outcome of the vote and will be provided with prior notice of the confirmed effective date(s).

Should you have any questions, you should either contact us at the above address or alternatively you should contact your investment consultant, tax adviser and/or legal adviser as appropriate.

Additionally, if Shareholders have any questions relating to the above matters then:

European Shareholders may also contact their usual First State representative or the Client Services Team via the following means:

- by telephone: from the UK on 0800 917 1717 and from abroad on +44 131 525 8872 (telephone calls may be recorded for your security);
- by email: [info@firststate.co.uk](mailto:info@firststate.co.uk); or
- in writing: Client Services, First State Investments (UK) Ltd, 23 St Andrew Square, Edinburgh EH2 1BB, United Kingdom.

Hong Kong Shareholders may also contact:

- by telephone: the Investment Manager's Investor Services Hotline on +852 2846 7566 or fax +852 2868 4742 (telephone calls may be recorded for your security);
- by email: [info@firststate.com.hk](mailto:info@firststate.com.hk); or
- in writing: Hong Kong Representative, First State Investments (Hong Kong) Limited, 25th Floor, One Exchange Square, 8 Connaught Place, Central, Hong Kong.

Yours sincerely

A handwritten signature consisting of a series of loops and a long horizontal stroke.

On behalf of the Board of Directors  
**First State Global Umbrella Fund plc**

## APPENDIX I

### Notice of Extraordinary General Meeting of First State Global Umbrella Fund plc (the "Company")

Notice is hereby given that the extraordinary general meeting of the Company (the "EGM") will be held at 70 Sir John Rogerson's Quay, Dublin 2, Ireland on 24 September 2019 at 10am (Irish time) for the transaction of the following business:

#### Ordinary Business

1. To read the notice convening the EGM.
2. To transact any other ordinary business of the Company.

#### Special Business

3. Subject to and with effect from regulatory approval from the Central Bank of Ireland, to amend the Company's memorandum and articles of association (the "M&A") as set out in the first schedule to this Notice.
4. Subject to and with effect from regulatory approval from the Central Bank of Ireland, to amend the M&A as set out in the second schedule to this Notice.
5. Subject to and with effect from regulatory approval from the Central Bank of Ireland, to amend the M&A as set out in the third schedule to this Notice.
6. Subject to and with effect from regulatory approval from the Central Bank of Ireland, to amend the M&A as set out in the fourth schedule to this Notice.
7. Subject to and with effect from regulatory approval from the Central Bank of Ireland, to amend the M&A as set out in the fifth schedule to this Notice.

***A copy of the draft amended M&A (showing the proposed changes) (in English only) will be available for inspection at the EGM. Should you require copies prior to the EGM please note that they can be obtained by contacting their usual First State representative or the Client Services Team by the means set out above. Hong Kong Shareholders may contact the Hong Kong Representative First State Investments (Hong Kong) Limited by the means set out above.***

Dated: 22 August 2019



For and on behalf of  
Matsack Trust Limited  
Secretary

Registered Office of the Company  
70 Sir John Rogerson's Quay  
Dublin 2 Ireland

Registered in Ireland. Registered Number 288284

**Note:** A member entitled to attend and vote at the EGM is entitled to appoint a proxy or proxies to attend and vote in his/her stead. A proxy need not be a member of the Company.



**First Schedule to the Notice of Extraordinary General Meeting  
of First State Global Umbrella Fund plc**

**Amendments to the memorandum and articles of association**

1. Paragraph 2 of the Memorandum of Association is amended as follows:

The Company is a public limited company being an investment company with variable capital and having as its sole object the collective investment in transferable securities and/or in other liquid financial assets referred to in Regulation [4568](#) of the Regulations [\(defined below\)](#) of capital raised from the public operating on the principle of risk-spreading in accordance with the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011 as amended (“the Regulations”) [and registered under Part 17 of the Companies Act, 2014 \(“the Act”\)](#).

2. Paragraph 3(p) of the Memorandum of Association is amended by the deletion of the words “fully or partly paid up”.
3. Paragraph 3(x) of the Memorandum of Association is amended by the deletion of the words “fully or partly paid”.
4. Paragraph 3 of the Memorandum of Association is amended by the addition of a new sub-paragraph (ee) as follows:

To change, subject to the requirements of the Central Bank and applicable law, the structure of the Company from a public limited company to an Irish collective asset-management vehicle (ICAV), or to such other corporate fund vehicle permitted by the Central Bank and applicable law from time to time.

5. Article 1 is deleted and replaced with the following:

Sections 65, 77 to 81, 83(1), 94(8), 95(1), 96(2) to (11), 124, 125, 126, 144(3), 144(4), 148(2), 158(3), 159 to 165, 178(2), 181(6), 182(2), 182(5), 183(3), 186(c), 187, 188, 218(3), (4), (5), 229, 230, 338(5), 338(6), 339(7), 618(1)(b), 620(8), 1090, 1092, 1093 and 1113 of the Act shall not apply to the Company.

6. Article 2 is amended as follows:

- (a) The following definition of “**Act**” is included in alphabetical order:

The Companies Act 2014 and every statutory modification and re-enactment thereof for the time being in force and “Acts” mean the Act and all statutes and statutory instruments which are to be read as one with, or construed or read together with or as one with, the Act and every statutory modification and re-enactment thereof for the time being in force.

- (b) The definition “**Administrator**” is amended as follows:

Any person or company appointed by the [Company Responsible Person](#) from time to time to provide administrative services in relation to the Company or any Class Fund.

- (c) The definition “**Administration Agreement**” is amended as follows:

Any agreement for the time being subsisting to which the [Company Responsible Person](#) and the Administrator are parties and relating to the appointment and duties of the Administrator as administrator and registrar of the Company.

- (d) The following definition of “**Central Bank UCITS Regulations**” is included in alphabetical order:

The Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1)) (Undertakings for Collective Investment in Transferable Securities) Regulations 2015 and any further amendments, and any rules or guidance issued from time to time by the Central Bank.

- (e) The definition of “**Company**” is amended to refer to “First State Global Umbrella Fund plc”.

- (f) The following definition of “**Class Level Transaction**” is included in alphabetical order:

Any transaction permitted by the Central Bank from time to time (including foreign exchange hedging) and applied with respect to any given Class such that the benefits and costs of such transaction are accrued and attributed solely to the relevant Class.

- (g) The definition of “**Custodian**” is deleted and replaced, in alphabetical order, with the following definition of “**Depository**”:

Any corporation appointed by the Company from time to time and for the time being responsible for the safe keeping of all of the assets of the Company.

- (h) The definition “**Dealing Day**” is amended to include, at the end of the sentence, the words “*at regular intervals*”.

- (i) The definition “**Duties and Charges**” is amended as follows:

All stamp and other duties, taxes, governmental charges, brokerage, bank charges, transfer fees, registration fees, any transactional fees payable to the [Manager, the Investment Manager, the Administrator, the Custodian Depository](#) or their respective delegates or agents and other duties and charges (including without limitation performance fees) whether in connection with the original acquisition or increase of the assets of the Company or the creation, issue, sale, exchange or purchase of shares or the sale or purchase of Investments by the Company or in respect of certificates or otherwise which may have become or may be payable in respect of or prior to or upon the occasion of the transaction or dealing in respect of which such duties and charges are payable [or in respect of net subscriptions or redemptions to cover the dealing costs and preserve the value of the underlying assets](#) but shall not include any commission, taxes, charges or costs which may have been taken into account in ascertaining the Net Asset Value of the Class Fund concerned.

- (j) The definition “**Investment Manager**” is amended as follows:

Any person or company appointed by the [Company Responsible Person](#) from time to time to provide investment management services ~~with respect to the Company.~~

- (k) The following definition of “**Manager**” is included in alphabetical order:

Any person or company appointed by the Company from time to time as its UCITS management company.

- (l) The following definition of “**Management Agreement**” is included in alphabetical order:
- Any agreement for the time being subsisting between the Company and the Manager and relating to the appointment and duties of the Manager.
- (m) The definition “**Member State**” is deleted and replaced with the following:
- Any member state of the European Union.
- (n) The definition “**Ordinary Resolution**” is deleted and replaced with the following:
- An ordinary resolution passed in accordance with the Act.
- (o) The definition “**Regulations**” is deleted and replaced with the following:
- The European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011 (S.I. No. 352 of 2011) (and any amendment thereto for the time being in force) and all applicable Central Bank regulations made or conditions imposed or derogations granted thereunder, including in particular the Central Bank UCITS Regulations.
- (p) The definition “**Register**” is deleted and replaced with the following:
- The register in which the names of the Members of the Company are listed.
- (q) The following definition of “**Responsible Person**” is included in alphabetical order:
- The Manager, where one has been appointed to act in respect of the Company and in the absence of any such appointment, the Company itself.
- (r) The final sentence in the definition “**Settlement Date**” is deleted and replaced with the following:
- In the case of repurchases, the latest date will normally be ten Business Days from the relevant Dealing Dealine.
- (s) The defined word “**Share**” is amended to “**Share or share**”
- (t) The definition “**Special Resolution**” is deleted and replaced with the following:
- A special resolution of the Company passed in accordance with the Act.
- (u) Sub-section (c) of the definition “**Specific Investment**” is amended as follows:
- any investment issued anywhere in the world by OECD Governments (provided the relevant issues are investment grade), [Government of the People’s Republic of China](#), [Government of Brazil \(provided the issues are of investment grade\)](#), [Government of India \(provided the issues are of investment grade\)](#), [Government of Singapore](#), the European Investment Bank, the European Central Bank, the Council of Europe, Eurofima, Euratom, the European Bank for Reconstruction and Development, the African Development Bank, the Asian Development Bank, the Inter-American Development Bank, the International Finance Corporation, the International Monetary Fund, the International Bank for Reconstruction and Development or the World Bank, the European Union, the Federal National Mortgage Association (Fannie Mae), the Federal Home ~~U~~loan Mortgage Corporation (Freddie Mac), the Government National Mortgage Association (Ginnie Mae), Student Loan Marketing Association (Sallie Mae), the Federal Home

Loan Bank, the Federal Farm Credit Bank, the Tennessee Valley Authority, [Straight-A Funding LLC](#), the Export-Import Bank;

(v) The definition “**Stock Exchange**” is amended as follows:

The Irish Stock Exchange [plc](#) or any successor thereto as appropriate.

(w) The definition “**Stock Exchange Nominee**” is deleted.

7. Each reference in the Articles to the “Custodian” or “custodian” is replaced with a reference to the “Depository” or “depository”

8. Each reference in the Articles to the “Companies Acts” is replaced with a reference to the “Act”.

9. Each reference to the “Directors” in the following Articles is replaced with a reference to the “Responsible Person”: Article 13(2)(a) and Article 18(c).

10. The first sentence in Article 5(a) is amended as follows:

The Directors may issue any of the unclassified shares in the capital of the Company as Participating Shares in a particular Class Fund. The Directors may issue more than one class of Participating Shares in a Class Fund to which different charges, fees and expenses and such other factors as may be determined by the Directors at the date of their creation, may be applicable including hedged and unhedged currency classes [and Classes which use Class Level Transactions. The creation of further classes of Participating Shares must be effected in accordance with the requirements of the Central Bank.](#)

11. The second sub-paragraph of the Article 5(a), and the table included therein, is deleted and replaced with the following:

[Other](#) Class Funds may be issued and designated from time to time by the Directors with the [prior](#) approval of the Central Bank.

12. Article 5(d) is deleted and replaced with the following:

The Directors are generally and unconditionally authorised to exercise all powers of the Company to allot Participating Shares up to an amount equal to the authorised but as yet unissued share capital of the Company.

13. Article 13(1)(b) is amended by the deletion of the words “such time” and their replacement with the words “such reasonable time”.

14. Article 13(4) is deleted in its entirety and the remaining sub-section is re-numbered accordingly.

15. The second sentence of Article 14 is amended as follows:

In addition to the Subscription Price per Participating Share, a preliminary charge may be payable upon a subscription for Participating Shares. Details of the maximum preliminary charge that may be payable in respect of each class of Participating Share will be determined by the Directors from time to time and set out in the Prospectus [and may not, unless otherwise approved by the Central Bank, exceed 5% of the amount subscribed.](#)

16. The words “on the date of incorporation” are deleted from Article 17(1)(b).

17. The final sentence of Article 17(2)(c)(iii) is amended as follows:

Any unclaimed proceeds or other cash held by the Depository hereunder may at the expiration of twelve months from the date upon which the same were payable be paid into

court subject to the right of the Depository to deduct therefrom any expenses it may incur in making such payment or dealt with by such other means as the Directors in their absolute discretion consider reasonable.

18. Article 18(a) is amended by the inclusion of the words “The value of the paid up share capital of the Company shall at all times be equal to the Net Asset Value of the Company.” as a new first sentence.

19. The second last sentence of Article 18(a) is amended as follows:

~~In the event that Classes of Shares are issued which are priced in a currency other than the Base Currency, currency conversion costs and the gains/losses and costs of the hedging transactions will be borne by that Class~~Class Level Transactions are utilised on behalf of specific Classes, in each case the Net Asset Value per Class shall be adjusted in order to reflect the costs and resultant gains/losses of each Class Level Transaction, which shall be clearly attributable to a specific Class

20. Article 18(b) is amended to delete sub-section (vii) in its entirety and the remaining sub-section is re-numbered accordingly.

21. Article 18(d) is amended as follows:

The value of any Investment which is not listed or dealt in on a Regulated Market or of any Investment which is normally listed or dealt in on a Regulated Market but in respect of which no price is currently available shall be the probable realisation value thereof as ascertained by or on behalf of the Directors with care and in good faith with the approval of the ~~Custodian~~Depository. For this purpose the Directors may accept a certified valuation of such Investment by a person, firm or association making a market in such Investment and qualified in the opinion of the Directors to provide such a certificate provided that the value is approved by the Depository. In the event of no independent person being available, the Directors may rely on the valuation of the relevant Investment provided by the Investment Manager or any ~~related duly~~ competent person with the approval of the Custodian appointed by the Responsible Person for the purpose and approved by the Depository.

22. Article 18(i) is amended as follows:

The value of any futures contracts, share price index futures contracts and options which are dealt in on a Regulated Market shall be calculated by reference to the price appearing to the Directors with the approval of the ~~Custodian~~Depository to be the settlement price as determined by the Regulated Market in question as at a Valuation Point, provided that where it is not the practice for the relevant market to quote a settlement price or such settlement price is not available for any reason at a Valuation Point, such value shall be calculated in ~~such~~the manner as ~~the Directors shall determine with the concurrence of the Custodian referred to in (d) above.~~ Derivative instruments not traded on an exchange shall be valued daily by the counterparty to the transaction and the valuation shall be approved or verified by an independent party approved for the purpose by the ~~Custodian~~Depository at least weekly.

23. Article 18(k) is deleted in its entirety and replaced with the following:

Where it is not the intention or objective of the Responsible Person to apply amortised cost valuation to the portfolio of the Class Fund as a whole, a money market instrument within such a Class Fund shall only be valued on an amortised basis if the money market instrument has a residual maturity of less than 3 months and does not have any specific sensitivity to market parameters, including credit risk.

24. Article 18(l) is amended as follows:

Notwithstanding any of the foregoing sub-paragraphs, the DirectorsResponsible Person may with the approval of the Depositary adjust the value of any Investment(s) or other property if, having regard to currency, applicable rate of interest, anticipated rate of dividend, maturity, marketability, liquidity and/or such other considerations as they may deem relevant, they consider that such adjustment is required to reflect the fair value thereof as at any Valuation Point.

25. Article 18(m) is amended as follows:

If in any case a particular value is not ascertainable as above provided or if the DirectorsResponsible Person shall consider that some other method of valuation better reflects the fair value of the relevant Investment(s) then in such case the method of valuation of the relevant Investment(s) shall be such as the DirectorsResponsible Person in their absolute discretion shall determine with the concurrenceapproval of the Depositary.

26. Article 18(q) is amended by the insertion of a new sub-section (ii) as follows and the remaining sub-sections are re-numbered accordingly:

all preliminary expenses incurred in establishing the Company, including any regulatory fees, and the cost of issuing, distributing, marketing and promoting Participating Shares of the Company;

27. Article 19(g) is amended as follows:

The CompanyResponsible Person shall not be bound whether as a result of a repurchase request received under this Article or an exchange notice received under Article 20 hereof to repurchase as at any Dealing Day more than ten per cent of the number of Participating Shares of any Class Fund in issue at the Valuation Point on that Dealing Day or more than ten per cent of the Net Asset Value of any Class Fund on that Dealing Day (or, in either case, such other higher percentage that the Responsible Person may determine). If the Company shall receive requests for the repurchase as at any Dealing Day of a greater number of Participating Shares of any Class Fund ~~the Responsible Person~~ may scale down the number to be repurchased in response to each request pro rata to such extent as may be necessary to ensure that the foregoing limit is not exceeded and shall carry forward for repurchase to the next following Dealing Day the balance of each request and so on to each succeeding Dealing Day until each request has been complied with in full, **PROVIDED THAT** requests for repurchase that have been carried forward from an earlier Dealing Day shall ~~(subject always to the foregoing limits) be complied with in priority to later requests. Notwithstanding the generality of the foregoing, the Company may in these circumstances repurchase in full on the relevant Dealing Day the holding(s) of any Applicant(s) making repurchase request(s) in respect of in aggregate not more than 1% of the total number of~~ be treated as if they were received on each subsequent Dealing Day until all of the Participating Shares ~~in the relevant Class Fund if in the opinion of the Directors the application of the 10% restriction would be unduly onerous or unfair to the relevant Applicant(s) and provided that any such repurchase would not materially prejudice the interests of the remaining Members in the relevant Class Fund.~~ to which the original repurchase request related have been repurchased.

28. Article 19(h)(i) is amended as follows:

If in respect of any Applicant the repurchase monies in respect of Participating Shares held by him of any class to be repurchased on any Dealing Day amount to more than five per cent of the Net Asset Value of such class of Participating Shares on such day, the CompanyResponsible Person shall have the power to divide in specie the whole or any part of the assets of the relevant Class Fund (provided that such a distribution would not be prejudicial to the interests of the remaining Members of such class) and shall have the

right to elect by notice in writing to the Applicant to appropriate and transfer to him such assets in full or part satisfaction of the Repurchase Price or any part of the said Repurchase Price.

29. Article 19(h)(ii) is amended as follows:

Where a notice of election is served under paragraph (h)(i) of this Article on an Applicant the Applicant may by a further notice served on the Company Responsible Person require the Company Responsible Person instead of transferring the assets in question to arrange:- (a) for a sale of the assets; and (b) for payment to the Applicant of the net proceeds of such sale.

30. Article 19(h)(iii) is amended to delete the words “*decide as reasonable*” and replace them with the word “approve”.

31. The reference to the “Company” in Article 19(h)(iv) is replaced with a reference to the “Responsible Person”.

32. Article 19(h)(iv)(a) is amended to include, after the words “the sale of the assets”, the words “after the repurchase has been effected”.

33. Article 19(h)(iv)(b) is amended as follows:

the Custodian cost of any such sale shall be borne by the Applicant and the Depository shall on receipt of such evidence of title as it may require pay to the Applicant the net proceeds of the sale and any relevant amounts in cash.

34. Article 19(k) is amended by deleting the words “seven or such other minimum” and replace them with the words “the minimum”.

35. Article 22(b) is amended by deleting the words “and the Stock Exchange without delay” and replacing them with “and, if relevant, the Stock Exchange immediately”.

36. Article 24 is amended by deleting the words “(except a Stock Exchange Nominee in respect of whom the Company is not by law required to complete and have ready for delivery a certificate)”.

37. Article 36 is amended by the deletion of the words “and (in the case of partly paid shares) by the transferee also”.

38. Article 51 is amended by the deletion of the words “whenever they think fit” and their replacement with the words “as required”.

39. Article 55 is amended by the deletion of the words “the Companies Acts permit” and their replacement with the words “the Act permits”

40. Article 56 is deleted and replaced with the following:

All business shall be deemed special that is transacted at an extraordinary general meeting. All business that is transacted at an annual general meeting shall be deemed special with the exception of the consideration of the statutory financial statements and report of the Directors, the report of the Auditors on the financial statements and the report of the Directors, and the review by the Members of the Company’s affairs, the election of Directors in the place of those retiring, and the appointment or reappointment and the fixing of the remuneration of the Auditors.

41. Article 78 is deleted and replaced with the following:

An instrument of proxy shall be in such form as the Directors may approve.

42. Article 85 is amended such that the existing sub-paragraph is labelled (a) and the following is inserted as sub-paragraph (b):

A Director is expressly permitted (for the purposes of Section 228(1)(d) of the Act) to use the Company's property subject to such conditions as may be approved by the Board or such conditions as may have been approved pursuant to such authority as may be delegated by the Board in accordance with these Articles.

43. Article 92 is amended by the addition of the following as sub-paragraph (f):

Nothing in Section 228(1)(e) of the Act shall restrict a Director from entering into any commitment which has been approved by the Board or has been approved pursuant to such authority as may be delegated by the Board in accordance with these Articles. It shall be the duty of each Director to obtain the prior approval of the Board before entering into any commitment permitted by Sections 228(1)(e)(ii) and 228(2) of the Act.

44. Article 97(g) is amended as follows:

The Directors may decide to retain during such time or times as they think fit all or any amount of cash in any currency or currencies comprised in any Class Fund for the time being either in cash or on deposit with, or in certificates of deposit or other banking instruments issued by, the Custodian Depository or any banker or other financial institution in any part of the world ~~approved by the Custodian (including, subject to the provisions of Article 137, the Investment Manager or any associate or affiliate of the Investment Manager) subject to the provisions of the Central Bank Acts, 1942 to 1989; restrictions and limits imposed under the Regulations.~~

45. Article 97(i) is amended by the deletion of the words "Article 137" and their replacement with the words "Article 140".

46. Article 97(k) is amended by the replacement of the word "singular" with the word "single".

47. Article 98(a) is amended by the replacement of the word "hold" with the words "be responsible for the safekeeping of all of".

48. Article 98(b) is amended such that the words prior to the semi-colon in the first sentence are replaced with the following:

In consideration for its services as the Depository shall be entitled to be paid by the Company out of the property of each Class Fund.

49. Article 98(d) is deleted and replaced with the following;

If for good and sufficient reasons the Responsible Person is of the opinion that a change of depository is desirable in the interests of the Members, then subject to the approval of the Central Bank, the Depository may be removed only on appointment of a new Depository appointed in the manner specified in paragraph (f) below or on the revocation of the authorisation of the Company.

50. Article 98(f) is deleted and replaced with the following:

In the event of the Depository desiring to retire or on being removed in accordance with paragraph (d) above the Company shall appoint a duly qualified corporation which is approved by the Central Bank in advance to be the depository in place of the Depository so retiring or being removed on or before the expiry of any period of notice of such retirement or removal. The Depository may not retire until a new Depository is appointed. In the event of the Depository having given to the Company notice of its desire to retire and no successor Depository having been appointed within six months from the giving of such



notice or such other period as may be agreed between the Company and the Depositary, the Company shall convene an extraordinary general meeting at which an Ordinary Resolution to wind up the Company shall be considered so that all the then issued Participating Shares may be repurchased or a liquidator appointed who shall wind up the Company in accordance with the Act and these Articles and the Company shall apply to the Central Bank to revoke the Company's authorisation.

51. Article 99(a) is amended as follows:

Without prejudice as to the generality of the provisions of these Articles, the ~~Directors~~Responsible Person may, subject to the approval of the Central Bank appoint any person, firm or corporation to act as Administrator of the Company or of any Class Fund and may entrust to and confer upon the Administrator so appointed any of the relevant powers, duties, discretions and/or functions exercisable by ~~them~~it as ~~Directors~~Responsible Person, other than the power to make calls upon such terms and conditions including the right to remuneration payable by the Company and with such powers of delegation and such restrictions as ~~they think~~it thinks fit and either collaterally with or to the exclusion of ~~their~~its own powers.

**PROVIDED THAT** in the event that the Administrator shall resign or be dismissed or its appointment shall otherwise terminate, the ~~Directors~~Responsible Person shall use ~~their~~its best endeavours to appoint subject to the approval of the Central Bank some other person, firm or corporation to act as Administrator in their place.

52. The following new Articles 100, 101 and 102 are inserted, the subsequent Articles are re-numbered accordingly and all cross-references are updated accordingly:

100. The Directors may appoint (with the prior approval of the Central Bank) any person, firm or corporation to act as Manager to the Company in accordance with the terms of a Management Agreement and may entrust to and confer upon the Manager so appointed any of the relevant powers duties discretions and/or functions exercisable by them as Directors, upon such terms and conditions including the right to remuneration payable by the Company and with such powers of delegation and such restrictions as they think fit and either collaterally with or to the exclusion of their own powers. In the event that the Manager shall resign or be dismissed or his appointment shall otherwise terminate the Directors shall use their best endeavours to appoint subject to the approval of the Central Bank some other person firm or corporation to act as Manager in his place.

101. If appointed, the Manager will be the Responsible Person in respect of the Company. In consideration for its services as Manager, the Manager shall be entitled to be paid by the Company out of the property of each Class Fund a fee of such amount as is specified in the Management Agreement together with expenses and disbursements incurred by the Manager in the performance of its functions and all other charges and fees expressly authorised by the Management Agreement.

102. In the event that the Manager shall resign or be dismissed or its appointment shall otherwise terminate, the Company shall use its best endeavours to (a) appoint, subject to the approval of the Central Bank, some other person, firm or corporation to act as Manager in their place or (b) obtain for itself authorisation as a self-managed UCITS. The precise conditions pursuant to which the Manager may resign or be dismissed or its appointment shall otherwise terminate shall be set out in the Management Agreement.

53. Existing Article 104 is amended to include the words "Subject to Section 193 of the Act," at the beginning of the clause.

54. Existing Article 111(a) is amended to include the words “on a temporary basis” after the words “to borrow” and is further amended to include the words “up to 10 per cent of the Net Asset Value of a Class Fund” after the word “money”.
55. Existing Article 126 is amended as follows:
- The Company shall account to the Member or to the person entitled to such Participating Share for the net proceeds of such repurchase by carrying all moneys in respect thereof to a separate ~~interest bearing~~ account (such account may be non-interest bearing) which shall be a permanent debt of the Company and the Company shall be deemed to be a debtor and not a trustee in respect thereof for such Member or other person.
56. Existing Article 129 is deleted and replaced with the following:
- The Directors shall cause to be kept adequate accounting records as are necessary in relation to the conduct of its business or as are required by the Act and the Regulations so as to enable the accounts of the Company to be prepared.
57. Existing Article 130 is deleted and replaced with the following:
- The accounting records shall be kept at the Office, or subject to Section 283 of the Act, at such other place as the Directors think fit, and shall always be open to inspection by the Directors. No Member shall have any right of inspecting any account or book or document of the Company except as conferred by the Act or authorised by the Directors or by the Company in general meeting.
58. Existing Article 131 is deleted and replaced with the following:
- The statutory financial statements of the Company and reports as are required by the Act and the Regulations shall be made out as at the end of each financial year of the Company as determined by the Directors from time to time and shall be audited by the Auditors and laid before the Company at its annual general meeting in each year together with a copy of the Directors’ report and the Auditors’ report. Such financial statements shall include a balance sheet, a detailed income and expenditure account for the financial year, a report on the activities of the financial year and the other information provided for in the Regulations as well as any significant information which will enable investors to make an informed judgement on the development of the activities of the Company and its results.
59. Existing Article 132 is deleted and replaced with the following:
- (a) Once at least in every year the Directors shall cause to be prepared an Annual Report relating to the management of the Company. The Annual Report shall include the statutory financial statements of the Company duly audited by the Auditors and the Directors’ report and the Auditors’ report and shall be in a form approved by the Central Bank and shall contain such information as is required by the Regulations and the Act. There shall be attached to such Annual Report such additional information and reports as the Central Bank may specify.
- (b) A copy of the Annual Report including the statutory financial statements of the Company (including every document required by law to be annexed thereto) which is to be laid before the annual general meeting of the Company together with a copy of the Directors’ report and the Auditors’ report shall be sent by the Company (as described in Article 144) to every person entitled under the Act and the Regulations to receive them and if any of the shares are quoted on any stock exchange, the required number of copies of these documents shall be forwarded at the same time to such stock exchange not less than twenty one Clear Days before the date of the annual general meeting. A hard copy of the Annual Report shall be available for inspection upon request at the registered office of the Company.

60. Existing Article 134 is amended to insert the words “and in the manner” after the words “at the places”.
61. Existing Article 137 is amended to insert the words “the Manager,” before the words “the Investment Manager”.
62. Existing Article 144 is deleted and replaced with the following:
- (a) Any notice or other document required to be given to, delivered, served upon or sent to a Member pursuant to these Articles and/or the applicable law may be given to, delivered, served or sent to any Member by the Company by any of the following means:-
    - (i) personally;
    - (ii) by sending it through the post (by airmail where applicable) in a pre-paid letter addressed to the Member at the Member’s address as appearing in the Register;
    - (iii) by sending it by courier to or leaving it at the Member’s address appearing on the Register;
    - (iv) subject to such Member’s consent to electronic communications, by the Company sending it by email or other electronic means, in each case to an address or number supplied by such Member; or
    - (v) subject to such Member’s consent to the use of the website, by publication of an electronic record of it on a website and notification of such publication (which shall include the address of the website and the place on the website where the document may be found).
  - (b) Any notice or other document shall be deemed to have been given to, delivered, served upon or sent to any Member by the Company:-
    - (i) if sent by personal delivery, at the time of delivery;
    - (ii) if sent by post, 48 hours after it was put in the post;
    - (iii) if sent by courier, 24 hours after sending;
    - (iv) if sent by email or other electronic means, 12 hours after sending; or
    - (v) if published as an electronic record on a website, 12 hours after it has been published;and in proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed and stamped and put in the post or sent by courier, email or by electronic means, or published on a website, as the case may be, in accordance with these Articles.
  - (c) Any requirement in these Articles for the consent of a Member with regard to electronic communications and the use of a website shall be deemed to have been satisfied where the Member subscribes for or holds shares in the Company as the Member is bound by these Articles as if they had been signed by such Member. The Member may at any time revoke such consent by requesting the Company to communicate with that Member in documented form; provided however, that this requirement to communicate in documented form shall not take effect until 30 days after written notice of the requirement is received by the Company.
  - (d) In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed sufficient service on delivery to all joint holders.
  - (e) Any notice or document sent by post to or left at the registered address of a Member or, with the consent of a Member, sent in electronic form by electronic means or by

the use of a website shall, notwithstanding that such Member be then dead or bankrupt and whether or not the Company or the Administrator has notice of his death or bankruptcy, be deemed to have been duly served or sent and such service shall be deemed a sufficient service on receipt by all persons interested (whether jointly with or as claiming through or under him) in the shares concerned and such notice shall be deemed to have been received by the Members twenty four hours after the time of posting or sending by electronic means.

- (f) The Company may establish a scheme whereby electronic means may be used by Members to appoint a proxy (the "Electronic Proxy Scheme"). Any Electronic Proxy Scheme shall require a Member appointing a proxy to complete a specified electronic form of proxy which shall be either signed by the Member using an electronic signature or completed using another form of electronic authentication or password in accordance with the requirements of the Electronic Commerce Act, 2000 or any other applicable law or regulation.

- 63. Existing Article 147 is amended by the inclusion of the following as a new second sentence:

Where there is an in specie distribution in the Company any Member may require the Company to sell the assets and the cost of any such sale shall be borne by the applicant.

- 64. Existing Article 148(b) is amended to insert the words "the Manager," before the words "the Investment Manager".
- 65. Existing Article 148(b) is amended to insert the words "the Management Agreement," before the words "the Investment Management Agreement".
- 66. Existing Article 149 is amended by deletion of the words "Section 200 of the Companies Act, 1963" and their replacement with "the Act".
- 67. Existing Article 150(a) is amended to include the words "(which term shall, in the context of this Article, include any affiliate thereof, including the Manager)" following the first use therein of the words "Investment Manager".
- 68. Existing Article 151 is amended by deletion of the words "The approval" and their replacement with "The prior approval".

**Second Schedule to the Notice of Extraordinary General Meeting  
of First State Global Umbrella Fund plc**

**Amendments to the articles of association**

1. Article 18(c) is amended as follows:

Where any Investment owned or contracted for by the Company is listed or dealt in on a Regulated Market, the value thereof shall be based on the ~~last traded~~middle market price ~~available to the Directors (if bid and offer prices are available)~~ as at the Valuation Point, or if there is no middle market price available at such time (ie, there are no bid and/or offer prices available), at the last traded price ~~is available, at their middle market price (if bid and offer prices are available)~~ as at the Valuation Point. Where such Investment is listed or dealt in on more than one Regulated Market the ~~Directors~~Responsible Person may ~~in their absolute discretion~~ select any one of such Regulated Markets for the foregoing purposes, that provides the fairest criteria for valuing the Investment. The value of the investment listed, traded or dealt in on a Regulated Market but acquired or traded at a premium or at a discount outside or off the relevant stock exchange may be valued taking into account the level of premium or discount as at the date of valuation of the investment.

**Third Schedule to the Notice of Extraordinary General Meeting  
of First State Global Umbrella Fund plc**

**Amendments to the articles of association**

1. The sixth sentence of Article 18(a) is amended as follows:

The Net Asset Value per Participating Share shall be calculated by dividing the Net Asset Value of the relevant Class Fund by the number of Participating Shares of the relevant type outstanding and by rounding the resulting amount ~~down to two~~to the nearest four decimal places or by rounding in such other ~~number of decimal places~~method as the Directors may determine and set out in the Prospectus.

**Fourth Schedule to the Notice of Extraordinary General Meeting  
of First State Global Umbrella Fund plc**

**Amendments to the articles of association**

1. Article 13(1)(d) is amended by the insertion of the following at the end of the existing paragraph:

In addition, any costs incurred by the Company as a result of an applicant's failure to transmit cleared funds by the Settlement Date shall be borne by the applicant and the applicant shall indemnify and hold harmless the Company and the Administrator for any loss suffered as a result of the applicant's failure to transmit the subscription monies in a timely fashion. In the event that the Directors decide not to cancel a provisional allotment of Shares notwithstanding that cleared funds have not been received by the Company by the relevant Settlement Date, the Directors reserve the right to charge interest (at such reasonable rate as the Directors may from time to time determine) on such subscription monies commencing on the relevant Settlement Date.

**Fifth Schedule to the Notice of Extraordinary General Meeting  
of First State Global Umbrella Fund plc**

**Amendments to the articles of association**

1. Article 17(2)(a) is amended by the inclusion of a new sub-section (iv) as follows:

if so determined by the Directors, provided that not less than twenty one days' notice, or such longer notice period as may be specified in the Prospectus, in writing has been given to the holders of the Participating Shares of the Class Fund that all of the Participating Shares shall be repurchased by the Company.



**APPENDIX II**

**Proxy Card**

**First State Global Umbrella Fund plc  
(the "Company")**

I/We (name of Member) \_\_\_\_\_ (the "Member")

of (address of Member) \_\_\_\_\_  
 being a member of the Company hereby appoint/s the Chairperson (or failing him/her), Barry O'Connor of 70 Sir John Rogerson's Quay, Dublin 2, Ireland (or failing him), Tara Doyle of 70 Sir John Rogerson's Quay, Dublin 2, Ireland (or failing her), Gavin Coleman of 70 Sir John Rogerson's Quay, Dublin 2, Ireland (or failing him), Jim Murphy of 70 Sir John Rogerson's Quay, Dublin 2, Ireland as the proxy of the Member to attend, speak and vote for the Member on behalf of the Member at the extraordinary general meeting of the Company to be held on 24 September 2019 and at any adjournment of the meeting.

*The proxy is to vote as follows:*

<b><i>Voting instructions to Proxy (choice to be marked with an "X")</i></b>			
<b><i>Name or description of resolution:</i></b>	<b><i>In Favour</i></b>	<b><i>Abstain</i></b>	<b><i>Against</i></b>
Subject to and with effect from regulatory approval from the Central Bank of Ireland, to amend the Company's memorandum and articles of association as set out in the first schedule to the notice of extraordinary general meeting dated 24 September 2019			
Subject to and with effect from regulatory approval from the Central Bank of Ireland, to amend the Company's memorandum and articles of association as set out in the second schedule to the notice of extraordinary general meeting dated 24 September 2019			
Subject to and with effect from regulatory approval from the Central Bank of Ireland, to amend the Company's memorandum and articles of association as set out in the third schedule to the notice of extraordinary general meeting dated 24 September 2019			
Subject to and with effect from regulatory approval from the Central Bank of Ireland, to amend the Company's memorandum and articles of association as set out in the fourth schedule to the notice of extraordinary general meeting dated 24 September 2019			
Subject to and with effect from regulatory approval from the Central Bank of Ireland, to amend the Company's memorandum and articles of association as set out in the fifth schedule to the notice of extraordinary general meeting dated 24 September 2019			
<i>Unless otherwise indicated the proxy shall vote as he or she thinks fit</i>			
Signature of Member _____			
Dated :			

**NOTES:**

- (a) To be effective this form must be deposited at 70 Sir John Rogerson's Quay, Dublin 2, Ireland, not later than 48 hours before the time of the meeting. A faxed or emailed copy will be accepted and can be sent to [fscompliance@matheson.com](mailto:fscompliance@matheson.com).
- (b) Unless otherwise instructed the proxy will vote as he thinks fit.
- (c) In the case of joint shareholders the signature of the first named shareholder will suffice.
- (d) In the case of a corporation, the form of proxy should be executed under its common seal or under the hand of an officer or attorney of it duly authorised in writing.
- (e) If you wish to appoint a proxy of your choice delete the words "the Chairperson" and insert the name of the proxy you wish to appoint (who need not be a member of the Company).
- (f) The returning of a form of proxy duly completed will not prevent a member in the Company from attending and voting in person.

**APPENDIX III**

**Letter of Representation**

To: The Directors  
First State Global Umbrella Fund plc  
70 Sir John Rogerson's Quay  
Dublin 2  
Ireland

Dear Sirs

We, \_\_\_\_\_,  
of \_\_\_\_\_

\_\_\_\_\_ (the "Company") being a shareholder in First State Global Umbrella Fund plc hereby notify you that pursuant to a resolution of the board, \_\_\_\_\_ of \_\_\_\_\_ has been appointed as the Company's representative, (or failing him/her), Barry O'Connor of 70 Sir John Rogerson's Quay, Dublin 2, Ireland (or failing him), Tara Doyle of 70 Sir John Rogerson's Quay, Dublin 2, Ireland (or failing her), Gavin Coleman of 70 Sir John Rogerson's Quay, Dublin 2, Ireland (or failing him), Jim Murphy of 70 Sir John Rogerson's Quay, Dublin 2, Ireland to attend and vote on the Company's behalf at the extraordinary general meeting of First State Global Umbrella Fund plc to be held at 70 Sir John Rogerson's Quay, Dublin 2, Ireland on 24 September 2019 at the time set out in the notice dated 22 August 2019 or at any adjournment thereof.

Such person so appointed shall be entitled to exercise the same powers at any such general meeting in respect of our shares in First State Global Umbrella Fund plc as we could exercise if we were an individual shareholder and is empowered to sign any necessary consents in connection with any such general meeting referred to above on behalf of the Company.

Signed \_\_\_\_\_  
Duly Authorised Officer  
For and on behalf of  
\_\_\_\_\_