

THE COMPANIES LAW (REVISED)
COMPANY LIMITED BY SHARES

REGISTERED AND FILED
 AS NO. 93622 THIS 27th DAY
 OF October 19 94

 ASST. REGISTRAR OF COMPANIES
 CAYMAN ISLANDS

Articles of Association
 of
SCOTIABANK MONEY MARKET FUND

INTERPRETATION

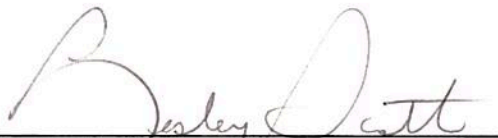
1. In these Articles, unless there is something in the subject or context inconsistent therewith, the terms set out herein shall have the following meanings:-

Accounting Date:	The last day of December in each year or such other date as the Directors may from time to time decide.
Administrator:	Any corporation appointed and for the time being acting as Administrator of the assets of the Company pursuant to these Articles.
Articles:	The Articles of Association of the Company, as from time to time altered, modified or added to in accordance with the Law.
Article:	Each individual section hereof which together make up these Articles.
Auditors:	The Auditors for the time being of the Company.
Business Day:	Any day normally treated as a business day in the Cayman Islands, Toronto, New York or any other relevant jurisdiction as may be determined by the Directors.
Canadian dollars; Cdn\$:	Such coin or currency of Canada as at the relevant time is legal tender for the payment of public and private debts therein.
Circular Resolution:	A resolution passed in accordance with these Articles without a meeting.
Classes of Redeemable Preferred Share:	Redeemable Preferred Shares having a par value of US\$0.01, Cdn\$0.01 or £0.01 each.
Company:	Scotiabank Money Market Fund.
Custodian:	Any corporation appointed and for the time being acting as Custodian of any of the assets of the Company pursuant to these Articles.



Dated this 27th day of October 1999

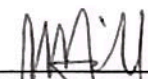
NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBERS



Lesley Scott - Trust Company Official
P.O. Box 501GT
Grand Cayman
Cayman Islands



Muzaffar Soomro - Trust Company Official
P.O. Box 501GT
Grand Cayman
Cayman Islands

(Sgd.) 

Witness to the above signatures:

Address: P.O. Box 501GT, Grand Cayman

Occupation: Senior Trust Officer

RONNIE WILLIAM ANGLIN Asst.

I, **RONNIE WILLIAM ANGLIN Asst.**, Registrar of Companies in and for the Cayman Islands, DO HEREBY CERTIFY that this is a true copy of the Articles of Association of the Scotiabank Money Market Fund.

Dated this 27th day of October 1999.


ASST Registrar of Companies



THE COMPANIES LAW (REVISED)

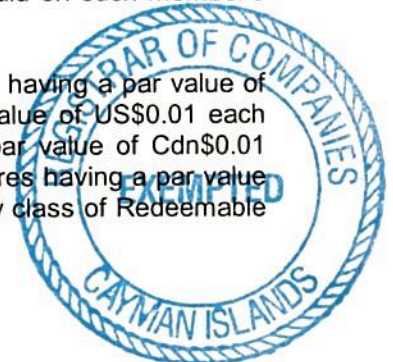
COMPANY LIMITED BY SHARES

**Memorandum of Association
of**

SCOTIABANK MONEY MARKET FUND



1. The name of the Company is Scotiabank Money Market Fund.
2. The Registered Office of the Company shall be at the offices of The Bank of Nova Scotia Trust Company (Cayman) Limited, Albert Panton Street, PO Box 501GT, George Town, Grand Cayman, Cayman Islands, British West Indies or at such other place as the Directors may from time to time decide.
3. Subject to the following provisions of this Memorandum, the objects for which the Company is established are unrestricted.
4. Subject to the following provisions of this Memorandum, the Company shall have and be capable of exercising all the functions of a natural person of full capacity irrespective of any question of corporate benefit, as provided by Section 27(2) of The Companies Law (Revised).
5. Nothing in this Memorandum shall permit the Company to carry on a business for which a licence is required under the laws of the Cayman Islands unless duly licensed.
6. If the Company is exempted, it shall not make any invitation to the public in the Cayman Islands to subscribe for any of its securities, save where it is listed on the Cayman Islands Stock Exchange.
7. If the Company is exempted, it shall not trade in the Cayman Islands with any person, firm or corporation except in furtherance of the business of the Company carried on outside the Cayman Islands; provided that nothing in this clause shall be construed as to prevent the Company effecting and concluding contracts in the Cayman Islands, and exercising in the Cayman Islands all of its powers necessary for the carrying on of its business outside the Cayman Islands.
8. The liability of each member is limited to the amount from time to time unpaid on such member's shares.
9. The share capital of the Company is divided into 1000 Management Shares having a par value of US\$1.00 each, 100,000,000 Redeemable Preferred Shares having a par value of US\$0.01 each (the "US\$ Class"), 100,000,000 Redeemable Preferred Shares having a par value of Cdn\$0.01 each (the "Canadian \$ Class") and 100,000,000 Redeemable Preferred Shares having a par value of £0.01 each (the "Sterling Class") with power for the Directors to issue any class of Redeemable Preferred Shares in such series as they think fit.



Dealing Day:	Any Business Day which the Directors shall determine to be such in relation to the Redeemable Preferred Shares. References to "relevant Dealing Day" mean: <ul style="list-style-type: none"> (i) in relation to any transaction for the allotment of Redeemable Preferred Shares, the Dealing Day on which such Redeemable Preferred Shares are provisionally allotted; (ii) in relation to the cancellation of any allotment of Redeemable Preferred Shares, the Dealing Day on which the allotment is cancelled; (iii) in relation to any transaction for the redemption of Redeemable Preferred Shares, the Dealing Day on which the Redemption Price for such Redeemable Preferred Shares is determined in accordance with these Articles.
Directors:	The Directors of the Company for the time being, or, as the case may be, the Directors assembled as a board or a Committee of the Board.
Distributor:	Any person, firm or corporation for the time being acting as a distributor of the Redeemable Preferred Shares pursuant to these Articles.
Investment:	Any investment or monetary deposit of any description, the acquisition or making of which is authorised by the Memorandum of Association of the Company and these Articles. In the case of a monetary deposit, references to purchasing or acquiring such deposit shall be taken to include the making of the deposit or the taking of an assignment or otherwise acquiring the right to receive repayment thereof and references to disposing of or realising such deposit shall be taken to include receiving repayment of the deposit or the making of an assignment or otherwise disposing of the right to receive repayment thereof.
Investment Advisor:	Any corporation appointed and for the time being acting as Investment Advisor of the Company pursuant to these Articles.
the Law:	The Companies Law (Revised) of the Cayman Islands as amended or re-enacted from time to time.
Management Share:	A share in the capital of the Company of US\$1.00 par value designated as a Management Share.
Manager:	Any person, firm or corporation appointed and for the time being acting as manager of the Company pursuant to these Articles.
Member:	A person who is registered in the Register as the holder of shares.
Month:	Calendar month.

Net Asset Value of the Redeemable Preferred Shares:	The amount determined as at any Dealing Day pursuant to these Articles as being the Net Asset Value of such shares.
Office:	The Registered Office of the Company.
Ordinary Resolution:	A resolution passed at a general meeting (or, if so specified, a separate class meeting) of the Company by a simple majority of the votes cast, or a Circular Resolution.
Paid Up:	Shall include credited as paid up.
Prospectus:	The Prospectus or other offering document, if any, of the Company issued in respect of the Redeemable Preferred Shares, as modified, supplemented or restated from time to time.
Qualified Holder:	<p>(i) (in the case of a person who acquires or holds Redeemable Preferred Shares beneficially) a person who by the laws of his citizenship, residence or domicile is not prohibited from acquiring or holding a Redeemable Preferred Share; or</p> <p>(ii) (in the case of a person who acquires or holds Redeemable Preferred Shares otherwise than beneficially) one who acquires or holds them as a nominee or trustee for a person or persons who by the laws of his citizenship, residence or domicile is not prohibited from acquiring or holding a Redeemable Preferred Share.</p>
Redeemable Preferred Share:	A share in the capital of the Company of US\$0.01, Cdn\$0.01 or £0.01 par value, as the case may be, designated as a Redeemable Preferred Share.
Redemption Price:	The price at which Redeemable Preferred Shares shall be redeemed in accordance with these Articles.
Register:	The Register of Members to be kept pursuant to these Articles and in accordance with the Law.
Seal:	The common seal of the Company and every official or facsimile seal adopted pursuant to these Articles.
Secretary:	Any person, firm or corporation appointed by the Directors to perform any of the duties of the Secretary of the Company.
Series of Redeemable Preferred Shares:	Subdivision of Class of Redeemable Preferred Shares.
Separate Fund:	A separate fund for each Class of Redeemable Preferred Shares.
Settlement:	In relation to any transaction, the payment of the moneys due in respect of such transaction.
Settlement Day:	In relation to any transaction for the allotment (or cancellation of the allotment) or redemption of Redeemable Preferred Shares, the day which the Directors resolve to be the appropriate day for

	settlement of the transaction relative to the Dealing Day concerned.
Signed:	Includes a signature or representation of a signature affixed in facsimile or by mechanical means.
Special Resolution:	A resolution passed at a general meeting (or, if so specified, a separate class meeting) of the Company by a majority of two thirds of the votes cast, as provided in the Law, or a Circular Resolution.
Sterling, £:	Such coin or currency of the United Kingdom as at the relevant time is legal tender for the payment of public or private debts therein.
Subscription Price:	The price at which Redeemable Preferred Shares shall be provisionally allotted in accordance with these Articles.
U.S. dollars, US\$:	Such coin or currency of the United States as at the relevant time is legal tender for the payment of public and private debts therein.
United States:	The United States of America (including its states and The District of Columbia), its territories, its possessions and other areas subject to its jurisdiction. A "U.S. person" means a citizen or resident of the United States, a corporation, partnership or other entity created or organised in or under the laws of the United States or any political subdivision thereof or an estate or trust the income of which is subject to United States federal income taxation regardless of its source; or any entity organised or incorporated under the laws of a jurisdiction other than the United States if formed by a U.S. Person principally to invest in securities not registered under U.S. securities laws (but no entity organised by a U.S. Person which has been organised as an agency or branch for a valid business purpose and is engaged in the banking or insurance business and is subject to substantive local regulation will be deemed to be a U.S. Person).
Valuation Point:	Such time as the Directors may determine on a Dealing Day.
Written or In writing:	Written, printed, faxed, lithographed, photographed or telexed or represented by any other substitute for writing or partly one and partly another.

Reference to enactments and to articles and sections of enactments shall include reference to any modifications or re-enactments thereof for the time being in force.

2. In these Articles, unless there is something in the subject or context inconsistent with such construction:-
- (i) Words importing the singular number shall include the plural number and vice versa;
 - (ii) Words importing the masculine gender only shall include the feminine gender;
 - (iii) Words importing persons only shall include companies or associations or bodies of persons, whether corporate or not;

- (iv) The word "may" shall be construed as permissive and the word "shall" shall be construed as imperative;
 - (v) Local time in the Cayman Islands shall be used for the purpose of determining days and times of day and opening and close of business;
 - (vi) subject to the last preceding Article and to the foregoing provisions of this Article, any words defined in the Law shall bear the same meaning in these Articles.
3. Where for the purposes of these Articles or for any other purpose any amount in one currency is required to be translated into another currency, the Directors may effect such translation using such rate of exchange as in their absolute discretion they think appropriate except where otherwise in these Articles specifically provided.

PRELIMINARY AND OTHER EXPENSES

4. The preliminary and other expenses incurred in forming the Company (including without limitation the determination of its tax status and the preparation of its initial agreements with any Administrator, Distributor, Investment Advisor, Custodian, and Manager) and in connection with the initial issue of its Redeemable Preferred Shares shall, subject to contrary agreement with the Manager, be paid by the Manager or an affiliate thereof.
5. The business of the Company may be commenced as soon after the incorporation of the Company as the Directors think fit.

SITUATION OF OFFICES OF COMPANY

6. (A) The Office will be situate at the offices of The Bank of Nova Scotia Trust Company (Cayman) Limited, Grand Cayman, Cayman Islands or at some other place in the Cayman Islands as the Directors may from time to time determine.
- (B) The Company, in addition to its Office, may establish and maintain such other offices and places of business and agencies in the Cayman Islands or elsewhere as the Directors may from time to time determine and shall initially establish an office at the offices of The Bank of Nova Scotia Trust Company (Cayman) Limited, Scotia Centre, Albert Panton Street, P.O. Box 501GT, Grand Cayman, Cayman Islands.

MANAGEMENT AND CUSTODY

7. (A) The Directors may appoint a manager of the Company and may entrust to the Manager all or any of the duties, powers, discretions and functions of the Directors on such terms as the Directors think fit, including terms for the remuneration of the Manager and terms permitting delegation by the Manager. The Directors may, from time to time, terminate or vary the appointment of the Manager, without prejudice to any contractual right of the Manager to compensation.
- (B) Without prejudice to the generality of paragraph (A) above, the Manager may at the Directors' discretion be entrusted with all or any of the powers of the Directors to allot and issue shares, to redeem shares, to determine Net Asset Value or suspend such determination, to calculate Subscription Prices and Redemption Prices, to declare and pay dividends and other distributions, to act as registrar and transfer agent and exercise the powers of the Directors under Article 8 hereunder.
8. The Directors may appoint investment advisors, administrators, distributors, custodians and others to perform such functions for or on behalf of the Company as the Directors think fit and upon such terms as the Directors think fit, including terms of remuneration and terms permitting

delegation by the appointee. The Directors may, from time to time, terminate or vary any such appointment, without prejudice to any contractual right of the appointee to compensation.

9. The Manager and any person appointed pursuant to Article 8 may be the holder of Management Shares or Redeemable Preferred Shares or be affiliated or related in any fashion to any Member or Director of the Company. No such shareholding, affiliation or relationship shall affect the powers, discretions or rights of the Manager or other appointee, or require any accounting for profits, save that it shall not deal as principal with the Company on the sale or purchase of investments to or from the Company without the written consent of the Directors.

PROSPECTUS

10. In the exercise of their powers and discretions, the Directors and every Manager, Investment Advisor, Administrator, Distributor and Custodian, shall observe the undertakings and restrictions expressly set forth in the Prospectus, if any, for the time being in issue.
11. The Directors may modify, supplement or restate the Prospectus at any time but the Directors shall give notice to the Members of every proposed modification, supplement or restatement not less than thirty days before it becomes effective. Notice shall also be given to the Manager and to every Custodian, Investment Advisor, Administrator and Distributor thereby affected.

SHARE CAPITAL

12. At the date of adoption of these Articles, the authorised share capital of the Company is divided into 1,000 Management Shares having a par value of US\$1.00 each, 100,000,000 Redeemable Preferred Shares having a par value of US\$0.01 each (the "US\$ Class"), 100,000,000 Redeemable Preferred Shares having a par value of Cdn\$0.01 each (the "Cdn\$ Class") and 100,000,000 Redeemable Preferred Shares having a par value of £0.01 each (the "Sterling Class"), all such shares having the rights, and being subject to the restrictions, appearing in these Articles.
13. For each Class of Redeemable Preferred Shares a Separate Fund shall be established in accordance with these Articles.
14. Subject as herein provided, all shares in the Company for the time being unallotted and unissued shall be under the control of the Directors who may allot and dispose of the same to such persons, on such terms and in such manner as they may think fit, provided that no share shall be issued partly-paid and no Management Share shall be issued at a premium over par value.
15. The Directors may, in their absolute discretion, refuse to accept any application for shares in the Company or accept any application in whole or in part.
16. Fractions of a share may be issued if the Directors think fit. The holder of a whole share, or of a fraction of a share, may divide it into fractions for the purpose of a transfer or redemption, provided that without the prior approval of the Directors the holder may only create a fraction which can be expressed as a whole number of thousandths of a whole share. Subject to the terms of issue of the fraction, or of the whole share from which it was derived, a fraction of a share shall carry the corresponding fraction of all the attributes of a whole share.
17. The Directors may require an applicant for Redeemable Preferred Shares to pay to the Manager or Distributor, or to the Company on behalf of the Manager or Distributor, for the absolute use and benefit of the Manager or Distributor in addition to the Subscription Price either an initial charge of an amount not exceeding such limit as the Directors may, from time to time, prescribe or a deferred charge on such terms as the Directors may, from time to time prescribe, and the Manager or Distributor may differentiate between applicants as to the amount of such initial charge within the permitted limit. Each Class of Redeemable Preferred Shares may be issued in

separate Series to identify whether such shares are subject to an initial charge, a deferred charge or no charge, as the case may be, but in all other respects shares of each Series shall rank equally with each other.

SEPARATE FUNDS

18. The Directors shall establish a separate fund for each Class of Redeemable Preferred Share.
19. The proceeds from the issue of each Class of Redeemable Preferred Share shall be credited to its Separate Fund. All income, expenditure, profits or losses attributable to the investment, management and administration of the Separate Fund, or attributable to each class of each series of shares (including dividends and redemptions), shall be allocated to the Separate Fund, subject to the following provisions of this Article. When an asset is derived from another asset it shall be allocated to the same Separate Fund.
20. In the case of any asset or liability, income or expenditure, profit or loss, which is not directly attributable to a particular Separate Fund the Directors shall have a complete discretion in determining whether and upon what basis to allocate the same to and amongst the Separate Funds.
21. The Directors may transfer assets between Separate Funds if, as a result of a creditor proceeding against particular assets or otherwise, any asset or liability, income or expenditure, profit or loss would be borne in a manner different from that contemplated by the other provisions of this Article.
22. If there is a net deficit in a Separate Fund or in the Company's assets outside the Separate Funds, the Directors shall allocate the deficit amongst the Separate Funds which are in credit and shall have a complete discretion in making and varying the allocation.
23. Nothing in these Articles constitutes the Company a trustee of the Separate Funds or gives any member a right or interest in or to any money, investments or assets of the Company. Separate Funds are established and maintained for the sole purpose of calculating or limiting the Subscription Price and Redemption Price of Redeemable Preferred Shares and dividends or other distributions thereon.

REGISTER OF MEMBERS

24. (A) The Register shall be kept in accordance with the Law. If the Company is exempted, the Register may be kept outside the Cayman Islands at such place as the Directors shall appoint.
(B) The Company may keep one or more duplicates of the Register in such place or places as the Directors think fit, but in the event of a discrepancy the main Register shall prevail.
25. The Company shall not be bound to register more than four persons as the joint holders of any share.
26. Except as otherwise expressly provided by these Articles or as required by law or as ordered by a court of competent jurisdiction, no person shall be entitled to recognition by the Company as holding any share upon any trust and the Company shall not be bound by, or be compelled in any way to recognise, (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any other right in respect of any share except an absolute right to the entirety of the share in the holder. If, notwithstanding this Article, notice of any trust is at the holder's request entered in the Register or on a share certificate in respect of a share, then, except as aforesaid:
 - (i) such notice shall be deemed to be solely for the holder's convenience;

- (ii) the Company shall not be required in any way to recognise any beneficiary, or the beneficiary of the trust as having an interest in the share or shares concerned;
- (iii) the Company shall not be concerned with the trust in any way, as to the identity or powers of the trustees, the validity, purposes or terms of the trust, the question of whether anything done in relation to the shares may amount to a breach of trust or otherwise; and
- (iv) the holder shall keep the Company fully indemnified against any liability or expense which may be incurred or suffered as a direct or indirect consequence of the Company entering notice of the trust in the Register or on a share certificate and continuing to recognise the holder as having an absolute right to the entirety of the share or shares concerned.

CLOSING REGISTER OF MEMBERS OR FIXING RECORD DATE

27. (A) For the purpose of determining Members entitled to notice of and to vote at any General Meeting or any adjournment thereof, or Members entitled to receive payment of any dividend or in order to make a determination of Members for any other proper purpose, the Directors of the Company may provide that the Register shall be closed for transfers for a stated period but not to exceed in any case thirty days in any year. If the Register shall be so closed for the purpose of determining Members entitled to notice of or to vote at a meeting of Members, such Register shall be so closed for at least ten days immediately preceding such meeting and the record date for such determination shall be the date of the closure of the Register.
- (B) In lieu of or apart from closing the Register, the Directors may fix in advance a date as the record date for any such determination of Members entitled to notice of and to vote at a meeting. For the purpose of determining the Members entitled to receive payment of any dividend, the Directors may either before or on the date of declaration of such dividend fix a date as the record date for such determination.
- (C) If the Register is not so closed and no record date is fixed for the determination of Members entitled to notice of or to vote at a meeting or Members entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Directors (or their delegate) declaring such dividend is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting has been made in the manner provided in this or the preceding Article, such determination shall apply to any adjournment.

ALLOTMENT OF REDEEMABLE PREFERRED SHARES

28. (A) Subject as hereinafter provided, the Directors may on any Dealing Day subject to the Company or its authorised agent having received prior to that Dealing Day:-
- (i) an application for the Redeemable Preferred Shares in such form as the Directors may, from time to time, determine; and
 - (ii) such declarations as to status, residence and otherwise and evidence of the same as the Directors may from time to time require;

provisionally allot such Redeemable Preferred Shares at the Subscription Price for each such share determined in accordance with these Articles for settlement on the relevant Settlement Day provided nevertheless that the Directors may at any time determine that the provisional allotment of Redeemable Preferred Shares on any Dealing Day shall be subject to the Company or its authorised agent having received the said application and declarations by a particular time on any

Dealing Day; and provided further that the Directors shall be entitled (but not bound) to await cleared funds in settlement before proceeding to provisional allotment;

- (B) The provisional allotment of the Redeemable Preferred Shares may take place notwithstanding that the declarations referred to in paragraph A(ii) above have not been received by the Company or its authorised agent as long as the application referred to in paragraph A(i) above has been received; PROVIDED THAT if the said declarations have not been received within one month (or such other period as the Directors may determine) after the relevant Dealing Day for the allotment, the provisional allotment shall be cancelled and the relative application moneys shall be returned without interest on the relevant Settlement Day for the cancellation to the applicant at his risk and until returned may be made use of by the Company for its own benefit. The cancellation of the allotment shall be treated as confirmed as of the relevant Settlement Day for such cancellation; and
 - (C) An investor's initial subscription for each Class of Redeemable Preferred Shares of the Company shall be in an amount of US\$5,000, Cdn\$5,000 or £5000, as the case may be, or such other amount as may be prescribed by the Directors. Subsequent purchases of Redeemable Preferred Shares shall be in an amount of US\$1,000, Cdn\$1,000 or £1,000, as the case may be, or such other amount as may be prescribed by the Directors.
29. The Subscription Price per share at which the initial provisional allotment of the Redeemable Preferred Shares shall be made shall be determined by the Directors.
30. (A) Subject as hereinafter provided in this Article, any subsequent provisional allotment of each Class of Redeemable Preferred Shares on any Dealing Day for settlement on a particular Settlement Day shall be made at a Subscription Price per share determined by the Directors on the relevant Dealing Day of not less than the Redemption Price on the same Dealing Day and not more than a sum ascertained by:-
- (i) determining on that Dealing Day the Net Asset Value of the Class of Redeemable Preferred Share;
 - (ii) dividing the resulting amount by the number of the Redeemable Preferred Shares of the respective Class in issue or deemed to be in issue (in the light of information available at the same time on the Dealing Day as the Net Asset Value is determined) at the Valuation Point on such Dealing Day; and
 - (iii) rounding the resulting amount upward to the nearest whole US cent, Canadian cent or Sterling penny, as the case may be.
- (B) For the purposes of this Article:-
- (i) Redeemable Preferred Shares which have been allotted or provisionally allotted shall be deemed to come into issue at such time as the Directors determine on the relevant Settlement Day in respect of such allotment and Redeemable Preferred Shares whose provisional allotment has been cancelled shall be deemed to cease to be in issue at such time as the Directors determine on the relevant Settlement Day in respect of such cancellation;
 - (ii) Redeemable Preferred Shares which have been redeemed shall be deemed to cease to be in issue at such time as the Directors determine on the relevant Settlement Day in respect of such redemption.
31. No Redeemable Preferred Shares shall be provisionally allotted on a particular Dealing Day for settlement on a particular Settlement Day if on that Dealing Day the determination of the Net Asset Value of that class as at that Settlement Day is suspended pursuant to these Articles.

32. (A) The Directors shall have power (but shall not be under any duty) to impose such restrictions as they may think necessary for the purpose of ensuring that no shares in the Company are acquired or held by or for any person who is not a Qualified Holder.
- (B) The Directors may upon an application for Redeemable Preferred Shares or on a transfer of Redeemable Preferred Shares or at any other time and from time to time require such evidence to be furnished to them in this connection as they shall in their discretion deem necessary and sufficient.

DETERMINATION OF NET ASSET VALUE

33. The Net Asset Value of each Separate Fund shall be expressed in the base currency of each Separate Fund and determined by reference to the following provisions:-
- (A) On each Dealing Day, the value, as at the Valuation Point of all the assets, less all the liabilities, of each Separate Fund as at such Valuation Point shall be calculated in accordance with this Article;
- (B) For valuation purposes, the assets of each Separate Fund shall be deemed to include:-
- (i) cash on hand, on loan or on deposit, or on call including any interest accrued thereon, but not including subscription monies for shares not yet allotted or provisionally allotted;
 - (ii) all bills of exchange to the credit of the Company in respect of each Separate Fund;
 - (iii) all bonds, shares, stock, debentures, debenture stock, subscription rights, warrants, options, and other investments and securities owned or contracted for by the Company in respect of each Separate Fund, other than rights and securities issued by it;
 - (iv) all shares, stock and cash dividends and cash distributions to be received by the Company in respect of each Separate Fund and not yet received by it but declared payable to stockholders of record on a date before the day as of which the assets are being valued;
 - (v) all interest accrued on any interest-bearing securities owned by the Company in respect of each Separate Fund as of the close of business on the preceding Dealing Day;
 - (vi) all other Investments of the Company in respect of each Separate Fund;
 - (vii) all investments or other assets of every kind and nature transferred or allocated to the Separate Fund in accordance with these Articles;
 - (viii) the Subscription Price of the relevant Class of Redeemable Preferred Share provisionally allotted and deemed to be in issue; and
 - (ix) all other assets of the Company of every kind and nature including prepaid expenses as valued and defined from time to time by the Directors in respect of each Separate Fund.
- (C) For valuation purposes, the liabilities of each Separate Fund shall be deemed to include:
- (i) all bills of exchange payable by the Company, notes and accounts payable in respect of each Separate Fund;
 - (ii) all administrative expenses payable or accrued, or both (including management fees) in respect of each Separate Fund;
 - (iii) all obligations for the payment of money or property in respect of each Separate Fund;

- (iv) all allowances authorised or approved by the Board of Directors for contingencies in respect of each Separate Fund;
 - (v) any unpaid dividend declared with a record date prior to the Valuation Point, and any unpaid amount of the Redemption Price of a Redeemable Preferred Share which has been redeemed; and
 - (vi) all other liabilities and obligations of the Company of every kind and nature in respect of each Separate Fund including all liabilities of every kind and nature transferred or allocated to a Separate Fund in accordance with these Articles.
- (D) Any expense or liability of the Company may be amortised over such period as the Directors may determine (and the Directors may at any time and from time to time determine to lengthen or shorten any such period), and the unamortised amount thereof at any time shall also be deemed to be an asset of the Company, and such amortisation and unamortised amount shall be allocated to each Separate Fund in accordance with these Articles
- (E) (i) Subject to the other provisions of this Article, the Securities of the Company which are listed upon a public stock exchange, or traded through an inter-dealer market, are valued at their latest sales prices at the Valuation Point. Securities not traded on that date are valued at the latest average of the closing recorded bid and asked prices. In the event that any of the securities are no longer so listed or traded, such securities will be valued on the basis of the market quotation for similar securities which, in the opinion of the Manager, most closely reflects their fair market value;
- (ii) short-term debt instruments with maturities of less than 90 days are valued at amortised cost, which approximates market value. Other short-term debt instruments with maturities exceeding 90 days, are valued on a mark-to-market basis, until such time as they reach a remaining maturity of 90 days, whereupon they shall be valued using the amortised cost method, taking as cost their market value on the 91st day.
- (iii) Other securities for which market quotations are not readily available are valued at their fair value using methods which are in accordance with recognised accounting principles and which have been approved by the Manager.
- (iv) Notwithstanding the foregoing and subject to the approval of the Directors, the Manager may depart from the valuation principles set out in (i) and (ii) above if, in the opinion of the Manager, the value of the assets determined in accordance with the foregoing principles would result in an unfair or inappropriate value, in which case the Manager will be entitled to substitute an alternative valuation method to determine the fair value of the assets.
- (v) Foreign currency amounts shall be translated into the base currency of each Separate Fund at prevailing rates determined by such methods as the Directors deem appropriate.
- (F) Notwithstanding the foregoing, where at the time as of which the assets are being valued, any Investment of the Company has been realised or contracted to be realised there shall be included in the assets of the Company in place of such Investment the net amount receivable by the Company in respect thereof PROVIDED THAT if the net amount receivable is not payable until some future time after the time as of which the assets are being valued the Directors may make such allowance as they consider appropriate;
- (G) Notwithstanding the foregoing, if in the case of any Investment of the Company, the Directors at any time consider that the above bases of valuation are inapplicable or that the value determined in accordance with the foregoing principles is unfair, they shall be entitled to substitute what in

their opinion is a fair value therefor (or different values for the purpose of calculating Subscription Prices and Redemption Prices).

SUSPENSION OF DETERMINATION OF NET ASSET VALUES

34. The Directors may declare a suspension of the determination on any Dealing Day of the Net Asset Value as at any Settlement Day for the Redeemable Preferred Shares in the event that:-
- (i) by reason of the closure of or the suspension of trading on any money market or stock exchange or over-the-counter market or any other reason circumstances exist as a result of which, in the opinion of the Directors, it is not reasonably practicable on that Dealing Day fairly to determine the Net Asset Value as at that Settlement Day for the Redeemable Preferred Shares or it is likely that at some time on or before such Settlement Day it will not be reasonably practicable for the Company to realise or dispose of Investments; or
 - (ii) a breakdown occurs in any of the means normally employed by the Directors in ascertaining the value of Investments or when for any other reason the Directors are of the opinion that they cannot ascertain the value of such Investments or other assets of the Company as at the Valuation Point on the Settlement Day concerned.

A declaration by the Directors pursuant to this Article shall be conclusive and shall remain in effect until revoked by the Directors.

REDEMPTIONS

35. (A) Subject to the provisions of the Law and subject as hereinafter provided in this Article, the Company shall, subject to receipt by it or its authorised agent of notice in writing or in such other form as the Directors may from time to time determine (in this and the following Article called the "Redemption Notice") from a holder of Redeemable Preferred Shares (in this and the following Article called the "Applicant") requesting the same, redeem all or any portion of such Redeemable Preferred Shares at the Redemption Price of such shares determined in accordance with these Articles for settlement on the relevant Settlement Day.
- (B) Subject as hereinafter provided in this Article, the Redemption Price at which the redemption of each Class of Redeemable Preferred Shares shall be calculated on the first Dealing Day following the first Business Day on which the Company or its authorised agent is in receipt of a valid Redemption Notice.
- (C) (i) The Applicant shall, at the time of the giving of the Redemption Notice, lodge with the Company or its authorised agent the certificate, if any, for the Redeemable Preferred Shares to be redeemed with a redemption notice duly completed and signed;
- (ii) In the event of the said certificate with the said redemption request duly completed and signed not being received as aforesaid, the Redemption Notice shall not be deemed to have been received and the notice period shall not begin to run until the first Business Day on which the said certificate and redemption notice have been so received PROVIDED THAT the Directors may at their option dispense with the production of any certificate which shall have become lost or destroyed upon compliance by the Applicant with the like requirements to those applying in the case of an application by him for replacement of a lost or destroyed certificate pursuant to these Articles.
- (D) Subject as hereinafter provided in this Article, the Applicant shall not without the consent of the Directors be entitled to withdraw his Redemption Notice or his certificate.

- (E) If on any Dealing Day on which the Redemption Price of the Redeemable Preferred Shares to be redeemed is due to be calculated the determination of the Net Asset Value as at the relevant Settlement Day is suspended pursuant to these Articles, the ability of the Applicant to have such Redeemable Preferred Shares redeemed shall be similarly suspended and on any Dealing Day on which the Applicants ability to have them redeemed is so suspended, he may withdraw his Redemption Notice and his certificate, if any. Any such withdrawal under the provisions of this Article shall be made in writing and shall not be effective until it has actually been received by the Company or its authorised agent outside the United States and Canada. If no such withdrawal is made, the Redemption Price shall be calculated on the first Dealing Day on which such suspension has ceased to apply.
- (F) The redemption of the Redeemable Preferred Shares shall be made on terms that (subject to any requisite official consents first having been obtained) the Company shall effect settlement of the redemption moneys on the relevant Settlement Day such settlement being effected in accordance with any payment instructions given by the Applicant to the Company or its authorised agent outside the United States and Canada prior to the relevant Dealing Day; PROVIDED THAT the Directors are satisfied that there is no practical or legal impediment to the implementation of such instructions AND PROVIDED FURTHER THAT the Directors may at any time either generally in relation to the Redeemable Preferred Shares or in any specific case determine that, in order to effect such settlement in accordance with any payment instructions, such instructions must be given prior to a particular time on any Dealing Day. If the Directors are not so satisfied or no payment instructions have been given as aforesaid, settlement shall be effected (subject to any requisite official consents first having been obtained) in whichever of the following ways the Directors may select (each of which shall be deemed to constitute settlement on the relevant Settlement Day):-
- (i) by a remittance made on the relevant Settlement Day in accordance with the current practice for the time being in the Cayman Islands;
 - (ii) by cheque posted in the Cayman Islands at the risk of the person(s) entitled to the moneys represented thereby on or before the relevant Settlement Day; or
 - (iii) in such other manner as the Directors may deem appropriate, on or before, or as soon as reasonably practicable after, the relevant Settlement Day;
- PROVIDED NEVERTHELESS THAT the Company shall not be liable for any loss or damage suffered or incurred by any Applicant or any other person as a result of or arising out of late settlement howsoever such loss or damage may arise.
- (G) For the avoidance of doubt, it is declared that the provisions of these Articles concerning the transmission, payment or forfeiture of dividends or other amounts in respect of Redeemable Preferred Shares apply equally to the Redemption Price of Redeemable Preferred Shares.
- (H) The redemption of any Redeemable Preferred Shares shall take place at such time as the Directors determine on the relevant Settlement Day.
- (I) The Company may at the option of the Directors satisfy any Redemption Notice in respect of the Redeemable Preferred Shares by procuring the purchase from the Applicant of such Redeemable Preferred Shares at not less than the relevant Redemption Price, the effective date of such purchase to be the relevant Settlement Day. In any such case, references in these Articles to redeeming Redeemable Preferred Shares shall, where appropriate, be taken as references to procuring their purchase.
- (J) The Directors may, in their discretion, accept Redemption Notices which request the redemption of a specified number, proportion or value of Redeemable Preferred Shares at specified intervals or dates. These Articles shall apply to the giving and withdrawal of such Redemption Notices and

the redemption of Shares pursuant thereto subject to any special regulations which the Directors may, from time to time, adopt provided always that no such special regulation may permit any Redeemable Preferred Share to be redeemed at a price in excess of the Redemption Price calculated in accordance with these Articles.

- (K) The Directors may decline to effect a redemption of part of a Member's holding of a Class of Redeemable Preferred Shares if the redemption payment would be less than US\$1,000, Cdn\$1,000 or £1,000, as the case may be, or such other minimum amount as may be specified in the Prospectus.
36. (A) The Redemption Price for each Class of Redeemable Preferred Shares calculated on a particular Dealing Day for settlement on a particular Settlement Day shall be not more than the Subscription Price calculated on the same Dealing Day and for settlement on the same Settlement Day as determined pursuant to these Articles and shall be the sum of an amount equivalent to the par value of the relevant Class of Redeemable Preferred Share and a premium determined by the Directors on the relevant Dealing Day of not less than a sum calculated by:-
- (i) determining on that Dealing Day the Net Asset Value of the relevant Class of Redeemable Preferred Share;
 - (ii) dividing the resulting sum by the number of Redeemable Preferred Shares of the relevant Class in issue or deemed to be in issue (in the light of information available at the same time on the Dealing Day as the Net Asset Value is determined) at the Valuation Point on such Dealing Day;
 - (iii) rounding the resulting amount downward to the nearest whole US cent, Canadian cent or Sterling penny, as the case may be; and
 - (iv) deducting from the resulting amount the par value of the relevant Redeemable Preferred Share;
- PROVIDED THAT if events deemed relevant by the Directors occur on or before the relevant Settlement Day, the Directors may, with the approval of the Auditors, adjust the relevant Redemption Price to take account of such events and the amount payable to the Applicant on such Settlement Day shall be adjusted accordingly (but the making of any such adjustment shall not be regarded as causing the relevant Dealing Day or Settlement Day to be altered). The Company shall be entitled to recover from the Applicant any overpayment of redemption moneys which may in fact have been made or shall pay to the Applicant any additional moneys to which such Applicant shall be entitled as a result of any such adjustment as aforesaid.
- (B) The Company is hereby authorised to fund redemptions out of capital or in any manner authorised by the Law.
- (C) Upon the redemption of a Redeemable Preferred Share pursuant to these Articles, the Applicant shall cease to be entitled to any rights in respect thereof (except the right to receive the Redemption Price) and accordingly his name shall be removed from the Register with respect thereto and the share shall be cancelled in accordance with the Law but without thereby reducing the authorised capital of the Company.
37. If on any Dealing Day the Net Asset Value of the Redeemable Preferred Shares of a particular Class held by any Member (calculated as though for the purpose of computing Subscription Prices) shall be less than the equivalent of US\$1,000.00, the Directors may redeem at the relevant Redemption Price calculated on that Dealing Day (or such other Dealing Day within one month thereafter as the Directors may determine) for settlement on the relevant Settlement Day, all (but not some) of the Redeemable Preferred Shares of the relevant Class held by the Member. In such event, the provisions of these Articles concerning redemption shall apply as if such

redemption had been made at the request of the Member, and it shall not be obligatory to give any prior notice to the Member.

38. (A) A person who becomes aware that he has acquired or is holding or owning Redeemable Preferred Shares in breach of any law or requirement of any country or governmental authority or by virtue of which he is not a Qualified Holder shall forthwith either transfer all his Redeemable Preferred Shares to a person who is not in breach of any such law or requirement and is qualified to own the same or give a Redemption Notice in respect of all his Redeemable Preferred Shares.
- (B) If any person by or for whom Redeemable Preferred Shares are held is in breach of any restriction imposed pursuant to these Articles or has refused or failed to furnish evidence required pursuant to the same Article to the Directors' satisfaction, or if it shall come to the notice of the Directors that any Redeemable Preferred Shares have been acquired or are owned directly or indirectly:-
- (i) by a person who is not a Qualified Holder or by any person in breach of any law or requirement of any country or governmental authority; or
 - (ii) by any person or persons in circumstances (whether directly or indirectly affecting such person or persons and whether taken alone or in conjunction with any other person or persons, connected or not, or any other circumstances appearing to the Directors to be relevant) which, in the opinion of the Directors, might result in the Company incurring any liability to taxation or suffering any other pecuniary disadvantage which the Company might not otherwise have incurred or suffered,

the Directors may redeem all (but not some only) of such Redeemable Preferred Shares at the Redemption Price calculated on that Dealing Day (or such other Dealing Day within one month thereafter as the Directors may determine) for settlement on the relevant Settlement Day. In such event the provisions of these Articles concerning redemption shall apply as if such redemption had been made at the request of the Member, and it shall not be obligatory to give any prior notice to the Member.

39. In the event of a redemption of Redeemable Preferred Shares by the Directors, they shall be entitled to appoint any person to do and execute on behalf of the holder such deeds, documents and things as may appear to the Directors necessary or desirable for the purposes of carrying out the redemption. If the certificate, certificates or other evidence of ownership, if any, representing such Redeemable Preferred Shares have not been received by the Company or its authorised agent on the Business Day prior to the relevant Dealing Day (or, if the Directors so determine either generally or in relation to the Redeemable Preferred Shares, by a particular time on any Business Day) together with the redemption notice duly completed and signed, where applicable, and the Directors have not determined to dispense with the production thereof, settlement shall be effected (subject to any requisite official consents first having been obtained) by depositing the redemption moneys in a bank for payment to the person entitled upon such consents being obtained and against production of the said certificate or certificates, if any. Upon deposit of such redemption moneys as aforesaid, such person shall have no further interest in such Redeemable Preferred Shares or any of them or any claim in respect thereof except the right to claim without recourse to the Company the redemption moneys so deposited (without interest) upon such consents being obtained and against the production of the said certificate or certificates if any with the redemption notice duly signed as aforesaid.

CERTIFICATES

40. Share certificates shall be in such form as the Directors determine provided that a share certificate shall specify the name of the holder and the number and class of shares to which it relates and the amount paid up thereon. Share certificates may not be issued in bearer form.

41. Share certificates shall be issued under the Seal affixed in accordance with these Articles provided that the Directors may authorise share certificates to be issued with the Seal or the authorised signatures) affixed or represented by printing or other mechanical process.
42. Every person whose name is entered as a Member in the Register shall be entitled on request to one certificate for all his shares of each class or, upon payment of a fee not exceeding ten United States dollars per additional certificate, to several certificates, each representing a part of his holding. A Member whose holding of shares has been reduced by transfer, redemption or otherwise shall be entitled on request to a certificate for the balance.
43. In the case of joint holders, the Company shall not be bound to issue more than one share certificate; and delivery of the certificate to one of the holders shall be sufficient delivery to all the holders.
44. A member wishing to exercise his rights, if any, to transfer or redeem shares in accordance with these Articles may do so only upon surrendering to the Company the share certificate(s), if any, representing such shares.
45. If a share certificate is damaged or defaced or alleged to have been lost, stolen or destroyed, a new certificate representing the same shares may be issued to the holder upon request subject to delivery up of the old certificate or, if alleged to have been lost, stolen or destroyed, compliance with such conditions as to evidence and indemnity and the payment of expenses of the Company in connection with the request (including the investigation of evidence) as the Directors think fit.

TRANSFER OF SHARES

46. Transfers of shares shall be in writing in any usual or common form in use in the Cayman Islands or in any other form approved by the Directors, shall state the full name and address of the transferor and transferee and provide such other particulars as the Directors may require pursuant to these Articles, and shall be signed by or on behalf of the transferor and the transferee.
47. The Directors may decline to register any transfer of shares unless:
 - (i) the instrument of transfer complies with the foregoing Article, is deposited at the Office or at such other place as the Directors may reasonably require and is accompanied by the certificate (if any) for the shares and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;
 - (ii) the Directors are satisfied that the transferee and any person upon whose behalf the transferee would hold the shares are Qualified Holders; and
 - (iii) following registration of the transfer, the transferee (and the transferor if he would remain a member of the Company) would not be liable to have his shares redeemed by the Directors pursuant to these Articles.

If the Directors decline to register a transfer of any share they shall, within one month after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal.

48. The transferor of a share shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof.
49. All such instruments of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Directors may decline to register shall (except in any case of fraud) be returned to the person depositing the same.

TRANSMISSION OF SHARES

50. In the case of the death of a Member, the survivors or survivor where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having title to his interest in the shares, but nothing in this Article shall release the estate of the deceased holder whether sole or joint from any liability in respect of any share solely or jointly held by him.
51. (A) Any guardian of a minor Member, such minor Member being a Member below the age of eighteen years, and any guardian or other legal representative of a Member under legal disability and any person entitled to a share in consequence of the death, insolvency or bankruptcy of a Member shall, upon producing such evidence of his title as the Directors may require, have the right either to be registered himself as the holder of the share or to make such transfer thereof as the deceased or bankrupt Member could have made, but the Directors shall in either case have the same right to refuse or suspend registration as they would have had in the case of a transfer of the share by the minor or by the deceased, insolvent or bankrupt Member before the death, insolvency or bankruptcy or by the Member under legal disability before such disability.
- (B) A person so becoming entitled to a share in consequence of the death or bankruptcy of a Member shall have the right to receive and may give a discharge for all moneys payable or other advantages due on or in respect of the share, but he shall not be entitled to receive notice of or to attend or vote at meetings of the Company, nor save as aforesaid, to any of the rights or privileges of a Member unless and until he shall be registered as a Member in respect of the share PROVIDED ALWAYS THAT the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within ninety days, the Directors may thereafter withhold all moneys payable or other advantages due in respect of the share until the requirements of the notice have been complied with.

VARIATION OF SHARE CAPITAL

52. The Company may, from time to time, by Ordinary Resolution increase its share capital by such sum to be divided into shares of such amounts and Classes as the Ordinary Resolution shall prescribe.
53. Subject as provided in the Ordinary Resolution, all new shares shall be subject to the provisions of these Articles with reference to transfer, redemption, transmission and otherwise.
54. Subject to the provisions of the Law, the Company may by Special Resolution, from time to time, reduce its share capital in any way, and in particular, without prejudice to the generality of the foregoing power may:-
- (i) extinguish or reduce the liability on any of the Company's shares in respect of share capital not paid up; or
 - (ii) with or without extinguishing or reducing liability on any of the Company's shares:-
 - (a) cancel any paid-up share capital which is lost, or which is not represented by available assets; or
 - (b) pay off any paid-up share capital which is in excess of the requirements of the Company; and may, if and so far as is necessary, alter the Company's Memorandum of Association in accordance with the Law by reducing the amount of the Company's share capital and of the Company's shares accordingly.

55. The Company may by Ordinary Resolution from time to time alter (without reducing it) the Company's share capital by:-
- (i) consolidating and dividing all or any of the Company's share capital into shares of larger amount than its existing shares;
 - (ii) sub-dividing the Company's shares, or any of them, into shares of a smaller amount than that fixed by its Memorandum of Association;
 - (iii) cancelling any shares which have not been taken, or agreed to be taken, by any person, and diminishing the amount of the Company's share capital by the amount of the shares so cancelled.

GENERAL MEETINGS

56. The Company may in the discretion of the Directors (but shall not be required) in each calendar year of its existence hold a general meeting as its Annual General Meeting and shall specify the meeting as such in the notices calling it. The Annual General Meeting, if held, shall be held at such time and place as the Directors shall appoint.
57. All General Meetings (other than Annual General Meetings) shall be called Extraordinary General Meetings. The Directors may convene Extraordinary General Meetings at such times and places as they think fit.

NOTICE OF GENERAL MEETINGS

58. Subject to any special terms of issue, the Redeemable Preferred Shares shall confer no right to receive notice of or to attend at General Meetings, including Annual General Meetings; but the Directors may in their complete discretion invite the holders of Redeemable Preferred Shares to attend any General Meeting.
59. Twenty-one days notice at least specifying the place, the day and the hour of the meeting, and in the case of special business the general nature of such business (and in the case of an Annual General Meeting specifying the meeting as such) shall be given in the manner hereinafter mentioned to such persons as are under the provisions of these Articles or the conditions of issue of the shares held by them, entitled to receive notices from the Company, provided that a General Meeting may be convened at shorter notice, or without notice, if so agreed by a Member or Members (or their proxies or representatives) holding all the shares for the time being conferring the right to receive notice of the General Meeting.
60. The Directors, the Auditors and the Manager, if any, shall be entitled to receive notice of and attend and speak at any General Meeting of the Company.
61. In every notice calling a General Meeting of the Company, there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint a proxy who will attend and vote instead of him and that a proxy need not also be a Member.
62. The accidental omission to give notice to or the non-receipt of notice by, any person entitled to receive notice shall not invalidate the proceedings at any General Meeting.

PROCEEDINGS AT GENERAL MEETINGS

63. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all business that is transacted at an Annual General Meeting with the exception of the consideration of the accounts and balance sheet and the reports of the Directors and Auditors, the

election of Directors in the place of those retiring, and the appointment and the fixing of the remuneration of the Auditors.

64. No business shall be transacted at any General Meeting unless a quorum is present. Two Members holding shares that carry the right to vote present either in person or by proxy shall be a quorum for a General Meeting. A representative of a corporation authorised pursuant to these Articles and present at any meeting of the Company shall be deemed to be a Member present in person for the purpose of counting towards a quorum.
65. If within half an hour from the time appointed for a General Meeting a quorum is not present, the meeting shall 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.
66. The Chairman (if any) of the Directors, failing whom, some other person nominated by the Directors shall preside as Chairman at a General Meeting, but if there be no such Chairman of the Directors or if at any meeting neither the Chairman of the Directors nor any such person nominated by the Directors be present within fifteen minutes after the time appointed for holding the meeting the Members present shall choose one of their own number to be the Chairman at such meeting.
67. The Chairman may with the consent of any General Meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for fourteen days or more, ten clear days' notice at the least specifying the place, the day and the hour of the adjourned meeting shall be given as in the case of the original meeting but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
68. At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll is demanded by the Chairman or by at least two Members present in person or by proxy. Unless a poll is so demanded, a declaration by the Chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
69. The instrument appointing a proxy to vote at a General Meeting shall be deemed also to confer authority to demand or join in demanding a poll.
70. If a poll is duly demanded, it shall be taken in such manner and at such place as the Chairman may direct (including the use of ballot or voting papers or tickets) and the result of a poll shall be deemed to be the resolution of the General Meeting at which the poll was demanded.
71. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the General Meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
72. A poll demanded on the election of a Chairman and a poll demanded on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place as the Chairman directs not being more than thirty days from the date of the meeting or adjourned meeting at which the poll was demanded.

73. The demand for a poll shall not prevent the continuance of a General Meeting for the transaction of any business other than the question on which the poll has been demanded.
74. A demand for a poll may be withdrawn and no notice need be given of a poll not taken immediately.

VOTES OF MEMBERS

75. (A) Subject to any special terms of issue, the Redeemable Preferred Shares confer upon the holders thereof no right to vote at any General Meeting of the Company.
- (B) Subject to any special terms of issue, the Management Shares confer full voting rights, and every Member who is the registered holder of one or more Management Shares at the record date of the General Meeting and who is present in person or by proxy shall have:
- (i) on a show of hands one vote; and
 - (ii) on a poll one vote for each whole Management Share, and a corresponding fraction of a vote for every fraction of a Management Share so registered in his name.
76. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose, seniority shall be determined by the order in which the names stand in the Register in respect of the shares concerned.
77. A Member entitled to vote who has appointed an attorney, or a Member of unsound mind in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote whether on a show of hands or on a poll by his said attorney or by his committee, receiver, curator bonis or other such person appointed by such court; and the attorney, curator, committee, receiver, curator bonis or other person may vote by proxy; provided that the Directors may require that documentary proof to their satisfaction of the authority of the person claiming to vote pursuant to this Article be deposited at the Office not less than 48 hours before the time for holding the meeting at which such person claims to vote.
78. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.
79. On a poll, votes may be given either personally or by proxy.
80. On a poll, a Member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.
81. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or if the appointor is a corporation, either under its common seal or under the hand of an officer or attorney so authorised.
82. Any person (whether a Member of the Company or not) may be appointed to act as a proxy.
83. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of such power or authority, shall be deposited at the Office or at such other place as is specified for that purpose in the notice of meeting or in the instrument of proxy issued by the Company not less than forty-eight hours before the time

84. No instrument of proxy shall be valid after the expiration of twelve months from the date named in it as the date of its execution, except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in cases where the meeting was originally held within twelve months from such date.
85. An instrument of proxy shall be in the following form or such other form as the Directors may approve:-

their duly authorised representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held, and shall satisfy any requirement of these Articles for a resolution to be passed by the Company in General Meeting.

DIRECTORS

90. Unless otherwise determined by the Company in General Meeting, the number of the Directors shall not be less than two. The first Directors shall be appointed by the subscribers to these Articles.
91. A Director need not be a Member of the Company but shall be entitled to receive notice of and attend all General Meetings of the Company.
92. The Directors shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors. Any Director so appointed shall hold office only until the next following General Meeting and shall then be eligible for re-election.
93. The office of a Director shall be vacated in any of the following events namely:-
- (i) if he resigns his office by notice in writing signed by him and left at the Office;
 - (ii) if he becomes bankrupt or makes any arrangement or composition with his creditors generally;
 - (iii) if he becomes of unsound mind;
 - (iv) if he ceases to be a Director by virtue of, or becomes prohibited from being a Director by reason of, an order made under the provisions of any law or enactment;
 - (v) if he be requested by all the other Directors (not being less than two in number) to vacate office; or
 - (vi) if he is removed from office by an Ordinary Resolution.
94. The Company may, from time to time, by Ordinary Resolution appoint any person to be a Director and may in like manner remove any Director from office, whether or not appointing another in his stead.
95. Persons may be nominated for appointment as Directors at a General Meeting by the Directors or by any Member holding Management Shares, provided that at least seven days' previous notice in writing shall be given to the Company of the intention of any Member to propose any person other than a retiring Director for election to the office of Director and such notice shall be accompanied by notice in writing signed by the person to be proposed confirming his willingness to be appointed; PROVIDED ALWAYS THAT if the Members present at a General Meeting unanimously consent, the Chairman of such meeting may waive the said notices and submit to the Meeting the name of any person so nominated (provided such person confirms in writing his willingness to be appointed).
96. At a General Meeting, a motion for the appointment of two or more persons as Directors of the Company by a single resolution shall not be made unless a resolution that it shall be so made has been first agreed to by the meeting without any vote being given against it-
97. (A) The Directors shall be entitled to such remuneration as they may from time to time determine, subject to any express undertaking in the Prospectus. Such remuneration shall be deemed to accrue from day to day. The Directors and any alternate Directors may also be paid all travelling,

hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or General Meetings of the Company or in connection with the business of the Company.

- (B) The Directors may in addition to such remuneration as is referred to in paragraph (A) of this Article grant special remuneration to any Director who, being called upon to do so, shall perform any special or extra services to or at the request of the Company.
98. (A) Any Director may at any time by writing under his hand and deposited at the Office, or delivered at a meeting of the Directors, appoint any person (including another Director) to be his alternate Director and may in like manner at any time terminate such appointment. Such appointment, unless previously approved in writing by a majority of the other Directors, shall have effect only upon and subject to being so approved.
- (B) The appointment of an alternate Director shall terminate on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor ceases to be a Director.
 - (C) An alternate Director shall be entitled to receive notices of meetings of the Directors and shall be entitled to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to perform all functions of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he (instead of his appointor) were a Director. If he shall be himself a Director or shall attend any such meeting as an alternate for more than one Director, his voting rights shall be cumulative. If his appointor is for the time being temporarily unable to act through ill-health or disability, his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. To such extent as the Directors may from time to time determine in relation to any committees of the Directors, the foregoing provisions of this paragraph shall also apply mutatis mutandis to any meeting of any such committee of which his appointor is a member. An alternate Director shall not (save as aforesaid or as otherwise in these Articles provided) have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles.
 - (D) An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

TRANSACTIONS WITH DIRECTORS

99. (A) A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director on such terms as to tenure of office, and otherwise as the Directors may determine.
- (B) No Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established, but the nature of his interest must be declared by him at the meeting of the Directors at which the question of entering into the contract or arrangement is first taken into consideration or, if the Director was not at the date of that meeting interested in the proposed contract or arrangement, then at the next meeting of the Directors held after he becomes so interested. A general notice in writing given to the Directors or

disclosed at a Directors' Meeting by any Director to the effect that he is a member of any specified company or firm, and is to be regarded as interested in any contract which may thereafter be made with that company or firm, shall (if such Director shall give the same at a meeting of the Directors or shall take reasonable steps to secure that the same is brought up and read at the next meeting of the Directors after it is given) be deemed a sufficient declaration of interest in relation to any contract so made.

- (C) Save as herein provided, a Director shall not vote in respect of any contract or arrangement or any other proposal whatsoever in which he has any material interest otherwise than (i) by virtue of his interests in shares or debentures or other securities of or otherwise in or through the Company or (ii) by virtue of his interest as a director, officer or employee of The Bank of Nova Scotia or The Bank of Nova Scotia Trust Company (Cayman) Limited or any subsidiary or affiliate of either of them or (iii) by virtue of his interest in any other company as an officer or shareholder or otherwise howsoever, provided that he is not the holder of or beneficially interested in one per cent or more of the issued shares of any class of such company (or of any third company through which his interest is derived) or of the voting rights available to members of the relevant company (any such interest being deemed for the purposes of this Article to be a material interest in all circumstances). A Director shall be counted in the quorum at a meeting in relation to any resolution on which he is debarred from voting.
 - (D) Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employment with the Company or any company in which the Company is interested, such proposals may be divided and considered in relation to each Director separately and in such case each of the Directors concerned (if not barred from voting under paragraph (C) of this Article) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.
 - (E) If any question shall arise at any meeting as to the materiality of a Director's interest or as to the entitlement of any Director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the Chairman of the meeting and his ruling in relation to any other Director shall be final and conclusive except in the case where the nature or extent of the interests of the Director concerned has not been fairly disclosed.
 - (F) The Company may by Ordinary Resolution suspend or relax provisions of paragraphs (C) to (E) inclusive of this Article to any extent or ratify any transaction not duly authorised by reason of a contravention thereof.
 - (G) Any Director may act by himself or through his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained shall authorise a Director or his firm to act as Auditor to the Company.
100. Any Director may continue to be or become a director, managing director, manager or other officer or member of any company promoted by the Company or in which the Company may be interested or associated in business, and no such Director shall be accountable for any remuneration or other benefits received by him as a director, managing director, manager, or other officer or member of any such other company. The Directors may exercise the voting power conferred by the shares in any other company held or owned by the Company or exercisable by them as directors of such other company, in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors, managing directors, managers or other officers of such company, or voting or providing for the payment of remuneration to the directors, managing directors, managers or other officers of such company).

POWERS OF DIRECTORS

101. The business of the Company shall be managed by the Directors, who may exercise all the powers of the Company as are not by the Law or by these Articles required to be exercised by the Company in General Meeting, subject nevertheless to any regulations of these Articles (including Article 10), to the provisions of the Law, and to such regulations, being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in General Meeting; but no regulations made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if such regulations had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article.
102. (A) The Directors may, from time to time and at any time, by power of attorney under the Seal, appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretion vested in him.
- (B) The Directors may on behalf of the Company appoint from their own number or otherwise such officers to perform such duties, to exercise such powers and discretions and upon such terms as the Directors think fit; but an officer of the Company may at any time be removed from office by the Directors.
103. (A) Subject to the regulations of these Articles (including Article 10), the Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof by way of fixed charge, floating charge or other form of encumbrance, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.
- (B) All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferrable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed in such manner as the Directors may, from time to time, determine.

PROCEEDINGS OF DIRECTORS

104. Subject as hereinafter provided, the Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. No meetings of Directors shall be held in the United States or Canada and any decision reached or resolution passed by the Directors at any meeting which is held in the United States or Canada shall be invalid and of no effect. Questions arising at any meeting shall be determined by a majority of votes. In case of an equality of votes, the Chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be two. An alternate Director or proxy shall be counted in a quorum at a meeting at which the Director appointing him is not present.
105. The Directors may, from time to time, elect and remove a chairman and, if they think fit, a deputy chairman and determine the period for which they respectively are to hold office. The chairman or, failing him, the deputy chairman shall preside at all meetings of the Directors but, if there be no chairman or deputy chairman, or if at any meeting the chairman or deputy chairman be not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman of the meeting.

106. The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these Articles, the continuing Directors or Director may act for the purpose of filling up vacancies in their number, or of summoning General Meetings of the Company, but not for any other purpose. if there be no Directors or Director able or willing to act, then any two Members may summon a General Meeting for the purpose of appointing Directors.
107. A resolution in writing signed by all the Directors for the time being entitled to receive a notice of a meeting of the Directors shall be as valid and effectual as a resolution passed at a meeting of the Directors duly convened and held and may consist of several documents in the like form each signed by one or more of the Directors, and for the purposes of the foregoing the signature of any alternate Director shall be as effective as the signature of the Director by whom he is appointed.
108. A meeting of the Directors may be held, and any Director may participate in a meeting, by means of a conference telephone or similar communications equipment permitting all persons participating in the meeting to hear each other; and such participation shall be deemed to constitute presence in person at the meeting.
109. A Director who is not present at a meeting of the Directors, and whose alternate Director (if any) is not present at the meeting, may be represented at the meeting by a proxy duly appointed, in which event the presence and vote of the proxy shall be deemed to be that of the Director. Subject to any regulations which the Directors may from time to time adopt concerning the appointment of proxies, all the provisions of these Articles regulating the appointment of proxies by Members shall apply equally to the appointment of proxies by Directors.
110. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on them by the Directors.
111. The meetings and proceedings of any such committee consisting of two or more Directors shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Directors so far as the same are applicable and not superseded by any regulations made by the Directors.
112. All acts done by any meeting of Directors, or of a committee of Directors or by any person acting as a Director shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed, and was qualified and had continued to be a Director and had been entitled to vote.
113. The Directors shall cause minutes to be made of:-
- (i) all appointments of officers made by the Directors;
 - (ii) the names of the Directors present at each meeting of the Directors and of any committee of Directors;
 - (iii) all resolutions and proceedings of all meetings of the Company and of the Directors and of committees of Directors.
114. Any such minutes as are referred to in the last preceding Article, if purporting to be signed by the Chairman of the meeting at which the proceedings took place, or by the Chairman of the next succeeding meeting, shall, until the contrary be proved, be conclusive evidence of their proceedings.

THE SEAL

- 115.(A) The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors provided always that such authority may be given prior to or after the fixing of the Seal and if given after may be in general form confirming a number of affixings of the Seal. The Seal shall be affixed in the presence of at least two persons each of whom is a Director, Alternate Director, Secretary, Assistant Secretary or other person appointed by the Directors for this purpose; and every person as aforesaid shall sign every instrument to which the Seal of the Company is so affixed in their presence.
- (B) The Company may maintain a facsimile of its Seal in such countries or places as the Directors may appoint and such facsimile Seal shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors provided always that such authority may be given prior to or after the affixing of such facsimile Seal and if given after may be in general form confirming a number of affixings of such facsimile Seal. The facsimile Seal shall be affixed in the presence of such persons, not being less than two in number, as the Directors shall for this purpose appoint and such persons as aforesaid shall sign every instrument to which the facsimile Seal of the Company is so affixed in their presence and such affixing of the facsimile Seal and signing as aforesaid shall have the same meaning and effect as if the Seal had been affixed in accordance with these Articles.
- (C) Notwithstanding the foregoing, the Secretary or any Assistant Secretary shall have the authority to affix the Seal, or the facsimile Seal, to any instrument for the purposes of attesting authenticity of the matter contained therein but which does not create any obligation binding on the Company.

DIVIDENDS AND OTHER AMOUNTS PAYABLE ON OR IN RESPECT OF SHARES

116. The Management Shares confer no right to participate in any dividend or other distribution of the profits or assets of the Company, save only the winding-up entitlement specified elsewhere in these Articles. Subject to any special terms of issue, but regardless of Subscription Price, all the Redeemable Preferred Shares in issue on the relevant record date rank equally for dividends and other distributions of the profits and assets of the Company.
- 117.(A) Subject to these Articles and to any directions of the Company in General Meeting, the Directors may on behalf of the Company declare and pay such dividends and interim dividends as they think fit on a daily, quarterly or other regular or irregular basis.
- (B) Unless the Company in General Meeting shall resolve otherwise, dividends shall not exceed the undistributed profits of the Company (including all accrued income, less accrued expenses, and all realised and unrealised capital gains, less realised and unrealised capital losses) provided that:
- (i) the Directors may, if they think fit, operate an equalisation account or any other procedure for determining and counteracting the effect of issues and redemptions of Redeemable Preferred Shares on the amount of distributable profits per share; and the Directors may, unless the Company in General Meeting shall resolve otherwise, make such adjustments to the amount of the dividend as they think appropriate for the purpose of equalisation and may apply amounts standing to the credit of the share premium account if distributable profits are insufficient for this purpose; and
 - (ii) the Directors (or their delegate) shall not be responsible for any overestimation of profits made in good faith.
- (C) The Directors may set aside from profits such sums as they think fit as a reserve or reserves for any proper purpose. Pending application, such sums may be employed in the business of the Company or invested and need not be kept separate from other assets of the Company.

- (D) The Directors may determine that dividends in a particular case or generally shall be satisfied in whole or part by an issue of Redeemable Preferred Shares, credited as fully paid up at the Subscription Price prevailing on the date of declaration subject, if the Directors so determine, to a right of election on the part of persons entitled to participate in the dividend to receive their entitlement in cash; and the Directors may determine all questions that arise concerning such issue and the right of election and its exercise.
- (E) The Company may transmit any dividend or other amount payable in respect of any Redeemable Preferred Share by cheque, draft or warrant sent by ordinary post (airmail when appropriate) to the registered address of the holder or, in the case of joint holders, of one of them or to such person and address as the holder or joint holders may direct; and the Company shall not be responsible for any loss arising in respect of such transmission. Every such cheque, draft or warrant shall be made payable to the order of the person to whom it is sent. Payment of such cheque, draft or warrant shall be a good discharge to the Company.
- (F) No dividend or other amount payable to any Member as such shall bear interest against the Company. All unclaimed dividends and other amounts payable as aforesaid may be invested or otherwise made use of for the benefit of the Company until claimed. Payment by the Company of any unclaimed dividend or other amount payable in respect of a Redeemable Preferred Share into a separate account shall not constitute the Company a trustee in respect thereof. Any dividend or other amount unclaimed six years from the date when it first became payable shall be forfeited automatically in favour of the Company without the necessity for any declaration or other action by the Company.

SHARE PREMIUM AND RESERVE ACCOUNTS

- 118.(A) The Directors shall establish an account to be called the share premium account and shall carry to the credit of such account from time to time a sum equivalent to the amount or value of the premium paid on any Redeemable Preferred Share.
- (B) There shall be debited to the share premium account on the redemption of a Redeemable Preference Share the difference between the nominal value of such share and a sum equivalent to the Redemption Price relative thereto PROVIDED ALWAYS that at the discretion of the Directors all or part thereof may be paid out of the profits of the Company.
- (C) The Company shall at all times comply with the provisions of the Law in relation to the share premium account and the premiums attaching to the Redeemable Preferred Shares and in relation to the redemption of the Redeemable Preferred Shares.
- (D) The Directors may use share premiums in any manner authorised by the Law.

ACCOUNTS

- 119.(A) The Directors shall cause to be kept such books of account as are necessary in relation to the conduct of its business as required by the Law.
 - (B) The books of account shall be kept at the Office, or at such other place or places as the Directors think fit, and shall at all times be open to inspection of the Directors, but no person, other than a Director or Auditor, shall be entitled to inspect the books, accounts, documents or writings of the Company, except as provided by the Law or authorised by the Directors or by the Company in General Meeting.
120. The Directors shall make available to each Member financial statements in respect of each Accounting Period consisting of a profit and loss account giving a true and fair view of the profit or loss of the Company for the Accounting Period and a balance sheet giving a true and fair view of

the state of affairs of the Company at the Accounting Date. The financial statements together with the Auditor's report, shall be made available as aforesaid within one hundred and twenty days after the Accounting Date, or within such other period as the Directors shall determine. The Directors may in their discretion determine to lay before, or send to, the Members such other statements and reports, audited or unaudited, at such intervals as they think fit.

AUDIT

- 121.(A) The Company in General Meeting may appoint Auditors; and whenever there are no Auditors appointed as aforesaid, the Directors shall appoint Auditors. The Auditors shall continue to hold office until removed or replaced by the Company in General Meeting or earlier resignation. Unless fixed by the Company in General Meeting, the remuneration of the Auditors shall be as agreed by the Directors.
- (B) A Director or Officer of the Company shall not be capable of being appointed as an Auditor of the Company.
- (C) The only persons qualified to act as Auditor or Auditors shall be members of an institute or association of accountants which is commonly recognised either in the Cayman Islands, in the United States or in Canada.
122. Every Auditor shall have a right to access at all times to the books and accounts and vouchers of the Company and as regards books, accounts and vouchers of which the originals are not readily available shall be entitled to rely upon copies thereof or extracts therefrom certified by the Company's representatives, and shall be entitled to require from the Directors and the Officers of the Company such information and explanations as may be necessary for the performance of the duties of the Auditors, and the Auditors shall make a report to the Members on the accounts examined by them, and on every financial statement in respect of an Accounting Period of the Company laid before the Company in General Meeting, or sent to Members, during their tenure of office, and the report shall state:-
- (i) whether or not they have obtained all the information and explanations they have required; and
 - (ii) whether in their opinion the financial statements of the Company referred to in the report is drawn up in conformity with the Law; and whether such financial statements exhibit a true and fair view of the state of the Company's affairs and of its profit or loss for the period in question according to the best of their information and the explanations given to them and as shown by the books of the Company.
123. The Auditors shall be entitled to attend any General Meeting of the Company at which any financial statements which have been examined or reported on by them are to be laid before the Company, and to make any statement or explanations they may desire with respect to the financial statements; and notice of every such meeting shall be given to the Auditors.
124. Any Auditor shall, on quitting office, be eligible for re-election.

NOTICES

125. Any notice or document may be served by the Company on any Member either personally or by sending it through the post in a prepaid letter addressed to such Member at his address as appearing in the Register. In the case of joint holders of a share, all notices shall be given to that one of the joint holders whose name stands first in the Register in respect of the joint holding, and notice so given shall be sufficient notice to all the joint holders.

126. Notices to be posted to addresses outside the Cayman Islands shall so far as practicable be forwarded by prepaid airmail.
127. Any Member present, either personally or by proxy, at any meeting of the Company shall for all purposes be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was convened.
128. Any summons, notice, order or other document required to be sent to or served upon the Company, or upon any Officer of the Company may be sent or served by leaving the same or sending it through the post in a prepaid letter envelope or wrapper, addressed to the Company or to such Officer at the Office.
129. Any notice or other document to be served on any Member, if served by post, shall be deemed to have been served fourteen days after the time when the letter containing the same is posted provided that the letter containing the notice or document was properly addressed and duly posted. Such notice may be given by advertisement and a notice so given shall be published in at least one leading daily newspaper in such city as the Directors may from time to time see fit with respect to the Redeemable Preferred Shares and shall be deemed to have been served at noon on the day on which the advertisement appears.
130. Any notice or document delivered or sent by post to or left at the registered address of any Member in pursuance of these Articles shall notwithstanding that such Member be then dead or bankrupt, and whether or not the Company has notice of his death or bankruptcy, be deemed to have been duly served in respect of any share registered in the name of such Member as sole or joint holder, unless his name shall, at the time of the service of the notice or document, have been removed from the Register as the holder of the share, and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.

WINDING UP

131. In the winding-up of the Company, subject to any special terms of issue of the shares of the Company, the assets available for distribution amongst the Members as such shall be distributed in the following order of priority:

FIRST in the repayment *pari passu* to the holders of the Redeemable Preferred Shares of the par value thereof;

SECOND in the repayment *pari passu* to the holders of the Management Shares of the par value thereof, and

THIRD in distributing the entire surplus to the holders of the Redeemable Preferred Shares, which shares shall rank equally for this purpose (subject to any special terms of issue) regardless of the Subscription Price thereof.
132. In the winding-up of the Company the Liquidator may, with the sanction of a Special Resolution, determine that any winding-up distribution shall be made in whole or part by the distribution of specific assets. With like sanction, the liquidator may vest all or any of the assets of the Company in trustees upon such trusts for the benefit of the Members as the liquidator shall think fit, having due regard to the respective entitlements conferred by the shares of the Company; and the liquidation of the Company may be closed and the Company dissolved notwithstanding continuance of any such trust.

INDEMNITY

133. Subject to his terms of appointment or employment by the Company every Director, Managing Director, Alternate Director, Secretary, officer or servant or former Director, Managing Director, Alternate Director, Secretary, officer or servant of the Company and his heirs and representatives, shall be indemnified out of the assets of the Company against all costs, charges, expenses, losses and liabilities which he may sustain or incur in or about the execution of his office or otherwise in relation thereto, or as a result of any civil, criminal (to the extent that an indemnity in respect of criminal matters is lawful) or administrative action or proceeding, and, whether or not involving any breach of duty owed to the Company, if:-
- (i) he acted honestly and in good faith with a view to the best interests of the Company; and
 - (ii) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful.
134. The Manager, Investment Advisor, Administrator, Distributor, Custodian and every other agent of the Company, and the Auditors, shall be entitled to such indemnity from the Company under such terms and subject to such conditions and exceptions and with such entitlement to have recourse to the assets of the Company with a view to meeting and discharging the cost thereof as shall be provided under their respective terms of appointment.

AMENDMENT OF ARTICLES OF ASSOCIATION

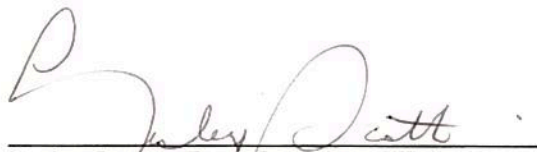
135. Subject to and insofar as permitted by the provisions of the Law, the Company may, from time to time, by Special Resolution alter or amend these Articles in whole or in part (including the alteration or abrogation of the rights attached to any shares or class of shares) provided that, save in a case in which the Directors and the Auditors concur and so declare in writing that the existing holders of Redeemable Preferred Shares would not be materially prejudiced, no alteration or amendment shall take effect until the expiry of not less than 30 days written notice to the holders of the Redeemable Preferred Shares specifying the intended alteration or amendment and drawing attention to their rights to require the redemption of their Redeemable Preferred Shares.

We, the undersigned, are desirous of being formed into a Company pursuant to this Memorandum of Association and the Companies Law (Revised), and we hereby agree to take the numbers of shares set opposite our respective names below.

Dated this 27th day of October 1999

SIGNATURE, NAME, OCCUPATION,
AND ADDRESS OF SUBSCRIBER

NUMBER OF SHARES
TAKEN BY SUBSCRIBER


Lesley Scott - Trust Company Official
P.O. Box 501GT, Grand Cayman

500
Management Shares


Muzaffar Soomro - Trust Company Official
P.O. Box 501GT, Grand Cayman

500
Management Shares

(Sgd.) 
Witness to the above signatures:
Address P.O. Box 501GT, Grand Cayman

Occupation: Senior Trust Officer

I, **RONNIE WILLIAM ANGLIN Asst.**, Registrar of Companies in and for the Cayman Islands, DO HEREBY CERTIFY that this is a true copy of the Memorandum of Association of Scotiabank Money Market Fund.

Dated this 27th day of October 1999.


Asst. Registrar of Companies

