

PROSPECTUS

Russell OpenWorld[®]

18 June 2010

OpenWorld Commodities Long/Neutral Strategy

RUSSELL QUALIFIED INVESTMENT FUNDS PUBLIC LIMITED COMPANY

an investment company with segregated liability between sub-funds and variable capital incorporated with limited liability in Ireland

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IMPORTANT INFORMATION

If you are in any doubt about the contents of this Prospectus, you should consult your stockbroker, bank manager, solicitor, accountant or other financial adviser.

The Directors of the Company whose names appear on page 12 accept responsibility for the information contained in this document. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information and the Directors accept responsibility accordingly.

Certain terms used in this Prospectus are defined on pages 9 to 11.

Authorisation by the Financial Regulator

The Company has been authorised by the Financial Regulator as an investment company pursuant to Part XIII of the Companies Act, 1990. Authorisation of the Company is not an endorsement or guarantee of the Company by the Financial Regulator nor is the Financial Regulator responsible for the contents of this Prospectus. Authorisation of the Company by the Financial Regulator does not constitute a warranty by the Financial Regulator as to the creditworthiness or financial standing of the various parties to the scheme and the Financial Regulator shall not be liable by virtue of that authorisation or by reason of its exercise of the functions conferred on it by legislation in relation to this Company for any default of the Company.

The Company has been authorised by the Financial Regulator to market solely to Qualifying Investors. The minimum subscription into the Company is not less than the foreign currency equivalent of EUR250,000 and an investment in the Company may only be made by an investor who is a Qualifying Investor. A Qualifying Investor is an investor who (a) is: (i) a natural person with a minimum net worth (which excludes main residence and household goods) in excess of EUR1,250,000; or (ii) an institution (being an entity other than a natural person):

- (A) which owns or invests on a discretionary basis at least EUR25,000,000 or its equivalent in other currencies; or*
- (B) the beneficial owners of which are qualifying investors in their own right;*

and (b) certifies in writing to the Company that such investor meets the minimum criteria set forth in (a)(i) or (a)(ii) above and is aware of the risks involved in the proposed investment and of the fact that inherent in such investments is the potential to lose the entire sum invested.

An exemption from the minimum subscription requirement and qualifying investor criteria can be granted to the following:-

- (A) the Manager;*
- (B) the Adviser;*
- (C) a Director of the Company, a Director of the Manager and/or a Director of the Adviser; and/or*
- (D) an employee of the Manager or the Adviser where the employee is directly involved in the investment activities of the Company or is a senior employee of the Manager or the Adviser and has experience in the provision of investment management services.*

The investors referred to in (A) (B) (C) and (D) above are required to complete the certification above and must certify to the Company that they are availing of the exemption and they are aware that the Company is normally marketed solely to qualifying investors who (a) meet a high net worth test and (b) are subject to a minimum subscription of EUR250,000. In addition, in the case of an investment by an employee, the Manager or the Adviser must be satisfied that the employee falls within the criteria outlined above.

Accordingly, the Company is authorised as a qualifying investor scheme under the Financial Regulator's current rules for marketing solely to Qualifying Investors and while the Company is authorised by the Financial Regulator, the Financial Regulator has not set any limits or other restrictions on the investment objective, the investment strategies or on the degree of leverage which may be employed by the Company nor has the Financial Regulator reviewed this Prospectus. The Company must comply with the aim of spreading investment risk in accordance with Section 253(2)(a) of the Companies Act, 1990, Part XIII.

Investors should be aware of the potential for above average risk involved in investing in the Company. Investment in the Company is suitable only for persons who are in a position to take such a risk.

Investment Risks

It should be appreciated that the value of the Shares and the income from them may go down as well as up and accordingly an investor may not get back the full amount invested. There can be no assurance that the investment objective of the OpenWorld Commodities Long/Neutral Strategy will be achieved and returns may vary substantially over time. As applicants may be required to pay an initial charge of up to 5% on the purchase of Shares and as an Anti-Dilution Levy may be charged on the subscription and/or redemption of Shares, an investment in the OpenWorld Commodities Long/Neutral Strategy should be viewed as a medium to long-term investment. Details of certain investment risks for an investor are set out on pages 18 to 20 of this document.

Selling Restrictions

The distribution of this Prospectus and the offering or purchase of the Shares may be restricted in certain jurisdictions. No persons receiving a copy of this Prospectus, or the accompanying application form, in any such jurisdiction may treat this Prospectus or such application form as constituting an invitation to them to subscribe for Shares, nor should they in any event use such application form, unless in the relevant jurisdiction such an invitation could lawfully be made to them and such application form could lawfully be used without compliance with any registration or other legal requirements. Accordingly, this Prospectus does not constitute an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not lawful or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make such offer or solicitation. It is the responsibility of any persons in possession of this Prospectus and any persons wishing to apply for Shares pursuant to this Prospectus to inform themselves of, and to observe, all applicable laws and regulations of any relevant jurisdiction. Prospective applicants for Shares should inform themselves as to the legal requirements of so applying and any applicable exchange control regulations and taxes in the countries of their respective citizenship, residence or domicile.


The Company is an investment undertaking as defined in Section 739B(1) of the Taxes Consolidation Act 1997, as amended.

Applicants will be required to declare whether they are an Irish Resident or a U.S. Person (as defined below)..

The Company is not categorised as a "recognised scheme" in the United Kingdom and therefore this Prospectus may only be communicated to, directed at and distributed by:

(a) an authorised person to: (i) persons having professional experience of participating in unregulated schemes, being investment professionals as defined in Article 14(5) of the Financial Services and Markets Act 2000 (Promotion of Collective Investment Schemes) (Exemptions) Order 2001 as amended (the "CIS Order"), (ii) persons falling within Article 18 of the CIS Order (existing participants in an unregulated scheme), (iii) persons falling within Article 22(2)(a) to (d) of the CIS Order (including high net worth companies and unincorporated associations), (iv) persons falling within one or more of the exemptions contained in Chapter 4.12 of the Conduct of Business Sourcebook of the Financial Services Authority, and (v) persons to whom the communication may otherwise lawfully be made; and

(b) an unauthorised person to: (i) persons having professional experience in matters relating to investments, being investment professionals as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended) ("FPO"), (ii) persons falling within Article 49(2)(a) to (d) of the FPO (including high net worth companies and unincorporated associations), and (iii) persons to whom the communication may otherwise lawfully be made.



This Prospectus must not be acted on or relied on by persons who are not persons of a kind described in (a) or (b) of this paragraph. Any investment or investment activity to which this Prospectus relates may only be available to persons of a kind described in (a) or (b) of this paragraph and will be engaged in only with such persons.

The Shares are not, and will not be, offered in the Netherlands as part of their initial distribution or at any time thereafter, unless one or several of the following apply:

(i) the Shares have a nominal value of at least EUR 50,000 each; or

(ii) the Shares can only be acquired for a total consideration of at least EUR 50,000 per investor; and in this case (ii) will apply.

Pursuant to the Financial Markets Supervision Act (FMSA), the Fund does not require a licence with respect to such offering and is not supervised by the Netherlands Authority for the Financial Markets with respect thereto.

U.S. Regulatory Matters

THE SHARES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR THE SECURITIES LAWS OF ANY STATE OF THE U.S., AND MAY NOT BE OFFERED OR SOLD TO OR FOR THE ACCOUNT OF A U.S. PERSON. THE FUND IS AVAILABLE ONLY TO INVESTORS WHO ARE NOT "U.S. PERSONS". AS DEFINED HEREIN, A U.S. PERSON INCLUDES U.S. CITIZENS, RESIDENTS AND ENTITIES. THIS PROSPECTUS MAY NOT BE DELIVERED IN THE U.S., ITS TERRITORIES OR POSSESSIONS TO ANY PROSPECTIVE INVESTOR. NO PERSON (WHETHER OR NOT A U.S. PERSON) MAY ORIGINATE A PURCHASE ORDER FOR SHARES FROM WITHIN THE U.S.

NOTWITHSTANDING THE FOREGOING, SHARES OF THE COMPANY MAY BE PLACED WITH OR RESOLD OR TRANSFERRED TO A LIMITED NUMBER OF SOPHISTICATED INSTITUTIONAL INVESTORS WHO ARE IN THE UNITED STATES OR WHO ARE U.S. PERSONS, PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT OR IN CIRCUMSTANCES WHICH DO NOT CAUSE THE SCHEME TO BE REQUIRED TO REGISTER UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940 OR CAUSE ANY INVESTMENT ADVISER TO BECOME SUBJECT TO THE U.S. INVESTMENT ADVISERS ACT OF 1940. PURSUANT TO AN EXEMPTION FROM THE COMMODITY FUTURES TRADING COMMISSION IN CONNECTION WITH POOLS WHOSE PARTICIPANTS ARE LIMITED TO QUALIFIED ELIGIBLE PARTICIPANTS, AN OFFERING MEMORANDUM FROM THIS POOL IS NOT REQUIRED TO BE, AND HAS NOT BEEN, FILED WITH THE COMMISSION. THE COMMODITY FUTURES TRADING COMMISSION DOES NOT PASS UPON THE MERITS OF PARTICIPATION IN A POOL OR UPON THE ADEQUACY OR ACCURACY OF AN OFFERING MEMORANDUM. CONSEQUENTLY, THE COMMODITY FUTURES TRADING COMMISSION HAS NOT REVIEWED OR APPROVED THIS OFFERING OR ANY OFFERING MEMORANDUM FOR THIS POOL.

Neither the Company nor any Fund has been, or will be, registered under the Investment Company Act (the “1940 Act”). As a result, the protections of the 1940 Act will not be afforded to Shareholders of the Company or of any Fund. The 1940 Act, among other things, regulates investment advisory and distribution arrangements of registered investment companies; restricts transactions between the investment company and its investment adviser, distributor or other affiliates; leveraging by the investment company and the use of derivatives and other investment techniques; imposes extensive requirements with respect to portfolio composition, custody of assets, reporting and record keeping; requires at least 40% of the directors of the investment company to be unaffiliated with the company’s investment adviser or distributor requires shareholder approval of changes to fundamental investment strategies and restrictions; and subjects the investment company to periodic inspections by the staff of the U.S. Securities and Exchange Commission to enforce compliance with these requirements. None of the Manager or any of the Money Managers (with certain exceptions) are registered as investment advisers under the Investment Advisors Act of 1940 (the “Advisers Act”). To the extent any of the forenamed entities are not registered under the Advisers Act, Shareholders of the Company or any Fund will not be afforded the protections of that Act. Provisions of the Advisers Act enacted for the protection of investors include provisions restricting principal and other transactions by the adviser with its advisory clients and provisions requiring detailed disclosure of the adviser’s policies and procedures.

U.S. Tax Considerations

The following summarises the principal U.S. tax consequences of the acquisition, ownership and disposition of Shares by a U.S. Holder. The term “**U.S. Holder**” means a holder of shares that is (i) a citizen or resident of the U.S. for U.S. federal income tax purposes, (ii) a corporation or other entity created or organised in or under the laws of the U.S. or any political subdivision thereof or (iii) an estate or trust the income of which is subject to U.S. federal income taxation regardless of its source. The summary is not a complete analysis or listing of all of the possible tax consequences of transactions involving Shares and does not address all tax considerations that may be relevant to all categories of potential purchasers, some of whom may be subject to special rules. In particular, the summary deals only with U.S. Holders that will hold Shares as capital assets and who do not at any time own individually, nor are treated as owning 10% or more of the Shares of a Fund. This summary is based on U.S. federal tax laws in force as of the date of this Prospectus.

Passive Foreign Investments Company Rules. A foreign corporation is a “passive foreign investment company” (“**PFIC**”) for U.S. tax purposes if 75% or more of its income is passive income (such as interest, dividends and capital gains from the disposition of equity and debt instrument) or 50% or more of its assets, by value, are assets that produce or are held for the production of passive income. It is expected that each fund will be a PFIC. As a result, a U.S. Holder of Shares will be subject to one of two alternative tax regimes, depending on whether the U.S. Holder makes a “qualified electing fund” (“**QEF**”) election with respect to the relevant Fund.

Treatment of U.S. Holders Making QEF Election. A U.S. Holder (other than a tax-exempt U.S. Holder) that makes a QEF election will be required to include in gross income for U.S. tax purposes its pro rata share of the ordinary income and as long-term capital gains its pro rata share of net capital gains earned by the relevant Fund regardless of whether such amounts are distributed. Actual distributions from the Fund to a U.S. Holder that has made a QEF election and gains from the sale of shares by such a Holder, will not be subject to U.S. tax to the extent they are attributable to amounts already included in the income of the U.S. Holder.

In order to make a QEF election, the U.S. Holder must file an annual election statement along with an information statement supplied by the relevant Fund. The QEF election is available only if the Fund complies with certain disclosure rules enabling the U.S. Holder and the U.S. Internal Revenue Service to determine the Fund’s income. Each Fund intends to comply with these rules. Prospective U.S. Holders should consult their own tax advisers regarding the QEF election, including the possible disadvantages of not making the election for the first year in which the U.S. Holder owns Shares in the Fund.

Treatment of U.S. Holders Not Making QEF Election. *If a U.S. Holder (other than a tax-exempt U.S. Holder does not make a QEF election, the U.S. Holder will be subject to potentially punitive interest charges and other disadvantageous treatment on gains from the sale of, and “excess distributions” with respect to, the Shares. Distributions other than “excess distributions”, to the extent paid out of the current or accumulated earnings and profits of a Fund, as determined under U.S. federal income tax principles, generally will be included in income by such a U.S. Holder as ordinary income allocated rateably to each day the shareholder held the Shares on the date the dividends are received by the U.S. Holder. To the extent such distributions exceed the Fund’s earnings and profits, they will be treated as a non-taxable return of capital to the extent of the U.S. Holder’s tax basis in the Shares, and thereafter as capital gain.*

Sale or Other Disposition of Shares. *The U.S. Internal Revenue Service has proposed regulations under which a U.S. Holder would be required to recognise gain (but not loss) if the U.S. Holder becomes a non-resident alien, pledges Shares or disposes of Shares in a transaction that would otherwise qualify for non-recognition treatment.*

Subscription and Sale

The Shares have not been, and will not be, registered under the Securities Act of 1933, as amended (the “Securities Act”) and have not been registered or qualified under any state securities law of the U.S., and may not be offered or sold within the U.S. except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and similar requirements of such state laws. The Shares are being offered in the U.S. in private placement transactions exempt from the registration requirements of the Securities Act pursuant to Section 4(2) of that Act and Regulation D thereunder.

The Shares will be offered in the U.S. only to a limited number of U.S. Accredited Investors. No Benefit Plan Investor subject to regulation by or under the Employee Retirement Income Security Act of 1994, as amended, or Small Business Investment Company will be entitled to purchase or hold or subscribe for Shares. The Manager will require redemption of Shares by a Shareholder who becomes a U.S. Person and does not qualify as a U.S. Accredited Investor.

The Shares will be offered and sold in a manner intended to preclude subjecting the Company and the Funds to registration under the 1940 Act. Based on interpretations of the 1940 Act by the staff of the U.S. Securities and Exchange Commission, a Fund may be required to register under that Act if at any time the Shares and other outstanding securities of the Fund (other than certain short term securities) are beneficially owned by more than 100 U.S. Persons. The Manager will not knowingly permit the number of Shareholders of the Company who are U.S. Persons to exceed 85. The Company’s Shares and other outstanding securities (other than certain short-term securities) could be deemed to be beneficially owned by more than 85 U.S. Persons, the Manager will require redemption of such Shares owned by U.S. Persons as will be required to reduce to 85 the number of U.S. Persons beneficially owning Shares and other securities of the Fund. In addition, the Manager will decline to register any transfer of shares to a U.S. Person.

The procedure for determining which Shares will be redeemed in any particular case is at the discretion of the Manager. In exercising its discretion and in making a determination as to whether to require the redemption of Shares in accordance with the Articles, and in determining which Shareholders will be subject to mandatory redemption, the Manager may act upon the basis of such information as may be known to it, without any obligation to make special inquiries, and may rely upon the advice of U.S. counsel. In no event will the Manager be liable to any Shareholder for any consequences of exercising any discretion or making any determination in good faith with respect to such a redemption.

Shares offered and sold in the U.S. are subject to restrictions on transferability and resale under the Securities Act and applicable state securities laws. In applying for Shares U.S. purchasers will be required to give certifications as to, among other things, their status as U.S. Accredited Investors and give undertakings with respect to transfers of shares or beneficial interests therein. The Manager will have the authority to modify restrictions applicable to investment by U.S. Persons to comply with legal requirements in effect from time to time.

Marketing Rules

Shares are offered only on the basis of the information contained in the current Prospectus and, as appropriate, the latest audited annual accounts. Distribution of this Prospectus is not authorised unless it is accompanied by a copy of the latest annual report.

Any further information or representation given or made by any dealer, salesman or other person should not be relied upon. Statements made in this Prospectus are based on the law and practice currently in force in Ireland and are subject to changes therein. Neither the delivery of this Prospectus nor the offer, issue or sale of Shares shall, under any circumstances, constitute a representation that the information given in this Prospectus is correct as of any time subsequent to the date of this Prospectus.

This Prospectus may be translated into other languages provided that such translation shall be a direct translation of the English text. In the event of any inconsistency or ambiguity in relation to the meaning of any word or phrase in translation, the English text shall prevail and all disputes as to the terms thereof shall be governed by, and construed in accordance with, the laws of Ireland.

This Prospectus should be read in its entirety and the risk factors on pages 18 to 20 considered before making an application for Shares.

DEFINITIONS

In this Prospectus the following words and phrases have the meanings set forth below:

“Act”	means the Companies Act, 1990;
“Administrator”	means State Street Fund Services (Ireland) Limited, and/or such other person as may be appointed in accordance with the requirements of the Financial Regulator to provide administration, registrar and transfer agency services to the Company;
“Administration Agreement”	means the agreement dated 19 December 2008 among the Company, the Manager and the Administrator;
“Adviser”	means Russell Investments Limited;
“Advisory Agreement”	means the agreement dated 31 October 2007 between the Manager and the Adviser pursuant to which the latter was appointed as adviser to the Manager;
“AIMA”	means the Alternative Investment Management Association;
“Anti-Dilution Levy”	means a provision (as determined at the discretion of the Manager) for market spreads (the difference between the prices at which assets are valued and/or bought or sold), duties and charges and other dealing costs relating to the acquisition or disposal of assets of the Fund in the event of the receipt on a particular Dealing Day of net subscription or redemption requests, which charge shall not exceed in any event 2% of the subscription or redemption monies as the case may be;
“Articles of Association”	means the articles of association of the Company;
“Base Currency”	means the currency set out for the Fund in Schedule I;
“Business Day”	means, unless otherwise determined by the Directors, a day (excluding Saturday and Sunday) on which banks are generally open for business in New York and Dublin;
“Class” or “Classes”	means any class or classes of Shares in the Fund;
“Class Currency”	means, in respect of any Class of Shares, the currency in which the Shares are



	issued;
“Collective Investment Scheme”	means any regulated or unregulated open-ended collective investment scheme established worldwide, including a scheme managed by the Manager;
“Company”	means Russell Qualified Investment Funds plc, an investment company with variable capital incorporated in Ireland;
“Custodian and Trustee”	means State Street Custodial Services (Ireland) Limited;
“Custodian and Trusteeship Agreement”	means the agreement dated 19 December 2008 between the Company and the Custodian and Trustee;
“Dealing Day”	means, except where a Dealing Variation Period applies, those Business Days following the Initial Offer Period that are set out in the section titled “OpenWorld Commodities Long/Neutral Strategy”, provided that there shall be at least one dealing day each calendar quarter;
“Dealing Variation Period”	means a period where certain Business Days other than those set out in the section titled “OpenWorld Commodities Long/Neutral Strategy”, are determined by the Directors as Dealing Days, provided that the Financial Regulator and Shareholders have been notified in advance of that determination and there shall be at least one dealing day each calendar quarter;
“Directors”	means the directors of the Company for the time being and/or any duly constituted committee thereof;
“Distribution Date”	means for any Class of Shares, a date on which distributions are to be made, such date not to be later than 31 July of each calendar year;
“Distributor”	means Russell Investments Limited;
“Distribution Agreement”	means the agreement dated 31 October 2007 between the Manager and the Distributor pursuant to which the latter was appointed to distribute the Fund;
“Financial Regulator”	means the Irish Financial Services Regulatory Authority;
“Frank Russell”	means Frank Russell Company, the ultimate holding company of the Manager and the Adviser;
“Fund” or “Funds”	means any fund or funds, from time to time established by the Company;
“Income Class Shares”	means Shares of a Class of the Fund that may distribute net income from time to time;
“Initial Offer Period”	means, in the case of any Class of Shares, such date or period as the Directors may determine and notify to the Financial Regulator;
“IOSCO”	means the International Organisation for Securities Commissions;
“Manager”	means Russell Investments Ireland Limited;
“Management Agreement”	means the agreement dated 20 June 2007 between the Company and the Manager;
“Money Manager”	means the person (or persons) appointed from time to time by either the Manager to manage a portion of the Company’s assets and which may include the Manager



	or affiliates of the Manager;
“Money Manager Agreement”	means an agreement between either the Manager and a Money Manager;
“Net Asset Value” or “NAV”	means the net asset value of the Company or of the Fund or of a Class calculated as described herein;
“Net Asset Value per Share”	means the Net Asset Value of each Class of the Fund divided by the number of Shares issued in respect of such Class;
“OECD”	means the Organisation for Economic Co-operation and Development;
“OpenWorld Shares”	means Shares and shares issued by OpenWorld plc, an umbrella fund with segregated liability between sub-funds established as an investment company with variable capital and incorporated under the laws of Ireland pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2003, as amended;
“RIC III”	means Russell Investment Company III plc;
“Roll-Up Class Shares”	means Shares of a Class of the Fund that do not declare or distribute net income and whose Net Asset Value reflects net income;

“Russell Investments”	means Frank Russell Company and any affiliate of Frank Russell Company being any company or other legal entity in which Frank Russell owns more than 50% of the outstanding voting shares, and includes the Manager, the Adviser and Distributor;
“Qualifying Investor”	<p>means an investor who:</p> <p>(A) is (i) a natural person with a minimum net worth (which excludes main residence and household goods) in excess of EUR1,250,000 or (ii) an institution (being an entity other than a natural person):</p> <p style="padding-left: 40px;">(a) which owns or invests on a discretionary basis at least EUR25,000,000 or its equivalent in other currencies; or</p> <p style="padding-left: 40px;">(b) the beneficial owners of which are qualifying investors in their own right; and</p> <p>(B) who certifies in writing to the Company that such investor meets these minimum criteria and is aware of the risk involved in the proposed investment and of the fact that inherent in such investment is the potential to lose all of the sum invested;</p> <p>or any other investor who is granted an exemption by the Financial Regulator from the minimum subscription requirement and qualifying investor criteria;</p>
“Share” or “Shares”	means a share or shares in the capital of the Company;
“Shareholder”	means a holder of Shares in the Company;
“Short-Term Instruments”	means short-term debt instruments issued by a number of different types of issuer such as governments and companies that may have fixed or floating interest rates, that carry a short-term rating or a minimum issuer’s rating of A1/P1 by S&P or Moody’s and that have a maturity of less than one year, including without limitation, certificates of deposit, bankers’ commercial paper, treasury bills and agency discount paper;
acceptances,	
“Subscriber Shares”	means the initial share capital of two Shares of no par value subscribed for EUR2;
“U.S. Person”	means, unless otherwise determined by the Directors, a person resident in the U.S., a citizen of the U.S., a corporation, partnership or other entity created or organised in or under the laws of the U.S., an estate or trust treated as a resident of the U.S. for income tax purposes, or any person falling within the definition of the term “U.S. Person” under Regulation S promulgated under the U.S. Securities Act, as amended or in the U.S. Investment Company Act of 1940, as amended.

RUSSELL QUALIFIED INVESTMENT FUNDS PLC

Board of Directors of the Company

Mr. James Firn (Chairman)
Mr. James Beveridge
Mr. Pete Gunning
Mr. Paul McNaughton
Mr. William Roberts
Mr. Alan Schoenheimer
Mr. David Shubotham
Mr. Kenneth Willman
Mr. Michael Hunt
Mr. Neil Jenkins (as alternate for Mr. Pete Gunning)

Registered Office

78 Sir John Rogerson's Quay,
Dublin 2,
Ireland.

Company Secretary

Bradwell Limited,
Arthur Cox Building,
Earlsfort Terrace,
Dublin 2,
Ireland.

Manager

Russell Investments Ireland Limited,
78 Sir John Rogerson's Quay,
Dublin 2,
Ireland.

Custodian and Trustee

State Street Custodial Services (Ireland)
Limited,
78 Sir John Rogerson's Quay,
Dublin 2,
Ireland.

Administrator

State Street Fund Services (Ireland) Limited,
78 Sir John Rogerson's Quay,
Dublin 2,
Ireland.

Auditors

PricewaterhouseCoopers,
Chartered Accountants,
One Spencer Dock,
North Wall Quay,
Dublin 1,
Ireland.

Legal Advisers

Arthur Cox,
Earlsfort Centre,
Earlsfort Terrace,
Dublin 2,
Ireland.

Adviser and Distributor

Russell Investments Limited,
Rex House,
10 Regent Street,
London SW1Y 4PE,
England.



THE COMPANY

Introduction

The Company is an open-ended investment company with variable capital organised under the laws of Ireland as a public limited company and with segregated liability between sub-funds pursuant to the Companies Acts, 1963 to 2009. It was incorporated on 8 May 2007 under registration number 439331 and was authorised on 20 June 2007.

The Company is organised in the form of an umbrella fund. The Company may offer separate Classes of Shares, each representing interests in a Fund comprising a distinct portfolio of investments. This Prospectus relates to OpenWorld Commodities Long/Neutral Strategy which was approved by the Financial Regulator on 22 December 2009. The Company's other Fund is the GTAA Plus Fund, details of which are set out in another Prospectus dated 23 December 2008. The Company may, with the prior approval of the Financial Regulator, create additional Funds and may create, with prior notification to and clearance with the Financial Regulator, additional Classes of Shares. The Directors have authorised the issuance of the Classes of Shares set out in Schedule 1.

Russell's single manager investment funds are promoted using the Russell OpenWorld® trademark. A separate investment company, OpenWorld plc, contains the other Russell OpenWorld funds.

Role of the Adviser

The Adviser and its affiliates are specialists in researching third-party money manager firms with the goal of identifying leading money managers in their respective fields. This research effort is ongoing and has a large team of specialist analysts devoted to it. These analysts hold a considerable number of research meetings each year with money managers around the world. The cumulative knowledge gained from this in-depth research serves as the foundation for the service provided by the Adviser.

The Adviser will monitor the Fund's characteristics in detail with the Money Managers on an ongoing basis and provide advice on their performance to the Manager. This review may include as appropriate a review of country allocations, country weights, capitalisation, distribution, industry sector weights, price/book levels, currency exposure, portfolio maturity, portfolio duration, sector exposure and quality exposure and other key risk measures. Further, the Adviser will make recommendations to the Manager in relation to the appointment and termination of Money Managers. The Adviser or an affiliate of the Adviser may also act as a Money Manager for the Fund.

Role of the Money Managers

The Fund will typically be managed by one Money Manager appointed by the Manager. Information concerning Money Managers will be provided by the Manager, free of charge, upon a Shareholder's request. Information concerning the appointment of any Money Manager is also contained in the Company's latest annual report.

THE OPENWORLD COMMODITIES LONG/NEUTRAL STRATEGY

The investment objective and strategy of the Fund is set out in this section. There can be no assurance that the Fund will achieve its investment objective. Any change in the investment objectives and/or a material change to the investment strategies of the Fund will be subject to the approval of the Shareholders of the Fund by ordinary resolution passed at a general meeting or by way of a unanimous written resolution. In the event of a change in the investment objectives and/or strategies of the Fund a reasonable notification period will be provided by the Company to the Shareholders of the Fund to enable those Shareholders to redeem their Shares prior to the implementation of such change.

Investment Objective

The OpenWorld Commodities Long/Neutral Strategy aims to replicate the total return of the MLM Commodity Index Long/Neutral.

Investment Strategies

Subject to the investment restrictions set out below, the Fund will seek to achieve its investment objective by primarily investing in various commodity futures contracts traded on regulated derivatives markets worldwide and/or Short-Term Instruments traded on regulated markets worldwide. The Fund may also keep assets on deposit and may invest part of its assets in other Collective Investment Schemes including RIC III. Due to the nature of the MLM Commodity Index Long/Neutral there may be times where the Fund has no exposure to commodity futures contracts.

Class Currency Hedging

For the purpose of hedging against exchange rate risk in certain Classes, the Fund may also invest in various financial derivative instruments including forwards and options. Such forwards and options may be traded on regulated derivatives markets worldwide or over-the-counter.

Description of the MLM Commodity Index Long/Neutral

The MLM Commodity Index Long/Neutral uses a trend-following algorithm that results in either a long or neutral exposure to various commodity constituents, providing exposure to the price movements of a number of different commodities. Long exposures will be based on futures on commodities such as wheat, corn, soybeans, sugar, crude oil, heating oil, natural gas, gold, copper, live cattle and gasoline that are traded on a number of commodity futures markets in the United States, including the Chicago Board of Trade, Chicago Mercantile Exchange, New York Board of Trade and New York Mercantile Exchange.

A neutral exposure to a commodity will result in the relevant part of the index being exposed to Short-Term Instruments. At times where the index has a neutral exposure to a significant number of commodities, it may be constituted so that more than 35% of its value will relate to Short-Term Instruments issued or guaranteed by governments and local authorities in the United States.

Further information on the MLM Commodity Index Long/Neutral can be obtained from www.mtlucas.com or the Adviser.

There can be no assurance that the returns of the Fund will meet or exceed the returns of the MLM Commodity Index Long/Neutral.

Base Currency: US\$

Dealing Day: every Friday (except that where any Friday is not a Business Day, the Dealing Day shall be the following Business Day) and also the last Business Day of each calendar month – refer to the sections titled “Subscription timetable” and “Redemption timetable”.

INVESTMENT RESTRICTIONS

The Fund will adhere to the following investment restrictions:

- (i) no more than 10% of the Net Asset Value of the Fund will be invested in Collective Investment Schemes;
- (ii) the Manager will not charge subscription, conversion or redemption fees which relate to the purchase, conversion or sale of units in other Collective Investment Schemes linked by common management and control;
- (iii) the Fund may invest up to 10% of its Net Asset Value which is surplus cash in any one or more sub-funds of RIC III in order to attempt to maximise the returns available on that cash. The Manager is also the manager of RIC III. The Manager may charge a management fee for the management of the Company's surplus cash invested in RIC III's sub-funds to the extent of the management fee of the relevant class of shares disclosed in the RIC III prospectus;
- (iv) no more than 40% of the Net Asset Value of the Fund may be kept on deposit with any one credit institution of an OECD member country or with the Custodian and Trustee provided that the particular entity has a minimum credit rating of A1/P1 or, if unrated, must be deemed to be of a comparable quality by the Manager;
- (v) the Fund shall limit its leverage through borrowing and the use of financial derivative instruments to not more than 150% of the Net Asset Value of the Fund;
- (vi) the Fund may in addition borrow up to 40% of its Net Asset Value for temporary convenience purposes to satisfy: (a) short-term credits for clearance of Fund transactions; (b) redemption requests or to finance failed settlements of Fund trades without immediately liquidating the Fund's investments; and (c) commitments or plans to purchase additional investments pending the anticipated sale of other Fund investments or assets in the near future; and the Fund may charge or pledge its assets as security for any such borrowing and/or leverage described in this paragraph and paragraph (v) above.
- (vii) The Fund may invest up to 100% of its assets in Short-Term Instruments issued or guaranteed by governments and local authorities in the United States.
- (viii) The Fund may invest no more than 20% of its Net Asset Value in any one particular issue of a Short-Term Instrument.
- (ix) The Company may not acquire any shares carrying voting rights which would enable it to exercise significant influence over the management of an issuing body.
- (x) In cases where the Fund attempts to hedge against exchange rate risk for certain Classes, the risk exposure to a counterparty to an over-the-counter financial derivative instrument may not exceed 10% of the Fund's Net Asset Value.

Where these investment restrictions are exceeded for reasons beyond the control of the Fund or as a result of subscription rights, the Fund will adopt as a priority objective the remedying of that situation, taking due account of the interests of Shareholders.

GENERAL SHARE CLASS INFORMATION

Class characteristics

The Fund may issue Class A, B, I and P Shares. Full details of the characteristics of each specific Class (such as the Class Currency and the management fee) are contained in Schedule 1.

The availability conditions, minimum subscription and minimum holding requirements of the Classes (other than those whose Class Currency is JPY) are set out in the table below:

Class	Availability Conditions	Minimum Initial Subscription	Minimum Subsequent Subscription	Minimum Account Balance
A	Only available: 1. at the discretion of the Distributor; and 2. to a person who satisfies the minimum amounts in this table	The foreign currency equivalent of EUR250,000	The foreign currency equivalent of EUR1,000	The foreign currency equivalent of EUR50,000
B	Only available to a person who satisfies the minimum amounts in this table	The foreign currency equivalent of EUR250,000	The foreign currency equivalent of EUR1,000	The foreign currency equivalent of EUR50,000
I	Only available: 1. at the discretion of the Distributor; and 2. to a person who satisfies the minimum amounts in this table	The foreign currency equivalent of US\$1,000,000	The foreign currency equivalent of US\$1,000	The foreign currency equivalent of US\$1,000,000
P	Only available: 1. at the discretion of the Distributor; or 2. to a person who holds at least US\$300 million in OpenWorld Shares at the time a subscription application is made.	The foreign currency equivalent of US\$1,000,000	The foreign currency equivalent of US\$1,000	The foreign currency equivalent of US\$1,000,000

The availability conditions, minimum subscription and minimum holding requirements of Classes whose Class Currency is JPY are set out in the table below:

Class	Availability Conditions	Minimum Initial Subscription	Minimum Subsequent Subscription	Minimum Account Balance
A	Only available: 1. at the discretion of the Distributor; and 2. to a person who satisfies the minimum amounts in this table	The foreign currency equivalent of EUR250,000	JP¥100,000	JP¥100,000
B	Only available to a person who satisfies the minimum amounts in this table	The foreign currency equivalent of EUR250,000	JP¥100,000	JP¥100,000
I	Only available: 1. at the discretion of the Distributor; and 2. to a person who satisfies the minimum amounts in this table	JP¥100,000,000	JP¥100,000	JP¥100,000,000
P	Only available: 1. at the discretion of the Distributor; or 2. to a person who holds at least JP¥30 billion in OpenWorld Shares at the time a subscription application is made.	JP¥100,000,000	JP¥100,000	JP¥100,000,000

No initial subscription will be accepted unless it equals or exceeds the levels set out above. The minimum initial and subsequent subscription amounts and the minimum account balance may be changed by the Directors in their absolute discretion (except that the minimum initial subscription into the Fund cannot be less than the foreign currency equivalent of EUR250,000).

Notwithstanding the above, an exemption from the minimum initial subscription amount applies to the Manager, the Adviser and Distributor, a Director of the Company and/or a Director and/or certain employees of the Manager and/or the Adviser and Distributor.

Non-voting Share Classes

Classes of Shares may be created which shall have no voting rights in respect of any resolution submitted to the Shareholders of the Company, the Fund to which they relate or in respect of that particular Class. Relevant Shareholders will be provided with at least 2 weeks' notice of any proposed change (encompassed by such resolution) becoming effective, during which time such Shareholders may redeem their non-voting Shares if they



wish to do so. Any decision to invest in a non-voting Share Class is made by a prospective Shareholder and not by the Company.

RISK FACTORS

General

An investment in the Fund carries with it a significant degree of risk. The value of Shares may fall as well as rise and investors may not get back the amount originally invested. Accordingly, an investment in the Fund should only be made by persons who are able to bear the risk of loss of all the capital invested. The Fund will be responsible for paying its fees and expenses regardless of the level of its profitability.

The following specific risks should be carefully considered by prospective Shareholders, however, the list does not purport to be exhaustive.

Investment Risk

There can be no assurance that the Fund will achieve its investment objective. An investment in the Fund involves investment risks, including possible loss of the amount invested. The capital return and income of the Fund are based on the capital appreciation of, and income from, the investments it holds, less expenses incurred. Therefore, the Fund's returns may be expected to fluctuate in response to changes in such capital appreciation or income.

Highly Volatile Markets

The prices of all derivative instruments are highly volatile. Price movements of forward contracts, futures contracts and other derivative contracts in which the Fund may be invested are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programmes and policies of governments, and national and international political and economic events and policies. In addition, governments from time to time intervene, directly and by regulation, in certain markets, particularly those markets in currencies and interest rate related futures and options. Such intervention often is intended directly to influence prices and may, together with other factors, cause those markets to move rapidly in the same direction because of, among other things, interest rate fluctuations.

Counterparty and Settlement Risks

By virtue of its investment in Short-Term Instruments, the Fund will be exposed to a credit risk on parties with whom they trade and may also bear the risk of settlement default. This may include exposure to the risk of the credit default of issuers of Short-Term Instruments. In addition, market practices in relation to the settlement of transactions and the custody of assets could provide increased risks.

Substantial Redemptions

If there are substantial redemptions within a limited period of time, it may be difficult for the Fund to realise sufficient funds to meet such redemptions without liquidating positions prematurely at an inappropriate time or on unfavourable terms.

Futures and Options

The Fund will utilise exchange-traded futures as part of its investment strategy and may utilise exchange-traded and/or over the counter futures and options for hedging purposes. These instruments are highly volatile, involve certain special risks and expose investors to a high risk of loss. The low initial margin deposits normally required to establish a futures position permit a high degree of leverage. As a result, a relatively small movement in the price of a futures contract may result in a profit or a loss which is high in proportion to the amount of funds actually placed as initial margin and may result in unquantifiable further loss exceeding any margin deposited. Further, when used for hedging purposes there may be an imperfect correlation between these instruments and the investments or market sectors being hedged. Transactions in over-the counter derivatives may involve additional risk as there is no exchange or market on which to close out an open position. It may be impossible to liquidate an existing position, to assess or value a position or to assess the exposure to risk.

Short-Term Instruments

Short-Term Instruments are subject to both actual and perceived indications of creditworthiness. The "downgrading" of a rated Short-Term Instrument or adverse publicity coupled with investor perception can decrease the value and liquidity of such Short-Term Instrument. The Fund can also be affected by changes in

prevailing interest rates and by considerations of credit quality. Other considerations include the issuer's ability to service its debt obligations, which may be adversely affected by specific issuer developments, or the issuer's inability to meet projected forecasts.

Money Manager Valuation

The Manager may consult with a Money Manager with respect to the valuation of unlisted investments. There is an inherent conflict of interest between the involvement of a Money Manager in determining the valuation of the Fund's investments and the Money Manager's other responsibilities as the Money Manager's fee will increase as the value of the Fund increases.

Hedging Transactions

The Fund may utilise financial instruments such as forward contracts, currency options, swaps, caps and floors to seek to hedge against fluctuations in the relative values of their portfolio positions as a result of changes in currencies, interest rates, equities and other financial instruments. Hedging against a decline in the value of a portfolio position does not eliminate fluctuations in the values of portfolio positions or prevent losses if the values of such positions decline, but establishes other positions designed to gain from those same developments, thus moderating the decline in the portfolio positions' value. Such hedging transactions also limit the opportunity for gain if the value of the portfolio position should increase.

Leverage

The Fund may be leveraged. The use of leverage creates special risks and may significantly increase the Fund's investment risk. Leverage creates an opportunity for greater yield and total return but, at the same time, will increase the Fund's exposure to capital risk and interest costs. Any investment income and gains earned on investments made through the use of leverage that are in excess of the interest costs associated with such leverage may cause the Net Asset Value of the Shares to increase more rapidly than would otherwise be the case. Conversely, where the associated interest costs are greater than such income and gains, the Net Asset Value of the Shares may decrease more rapidly than would otherwise be the case.

Currency Risk and Hedged Currency Share Class


The investments of the Fund may be acquired in a wide range of currencies. The Fund may use currency hedging techniques to attempt to reduce any currency exposure but it may not be possible or practicable to do so. The Fund may hedge this currency exposure arising from investing in assets denominated in currencies other than the Base Currency. In addition, the relevant Class Currency of the Share Class may be hedged. In this case the resulting currency exposure will not exceed 105% of the Net Asset Value of the Share Class provided that if this limit is exceeded the Fund shall adopt as a priority objective the managing back of the leverage to within the limit taking due account of the interests of the Shareholders and provided further the positions will be reviewed on a monthly basis and any over or under hedged positions will not be carried forward. The costs and gains or losses associated with any hedging transactions for hedged currency Classes will accrue solely to the hedged currency Class to which they relate. Whilst these hedging strategies are designed to reduce the losses to a Shareholder's investment if the Class Currency of that Class or the currencies of assets which are denominated in currencies other than the Base Currency fall against that of the Base Currency and/or the currencies of the relevant or appropriate benchmark, the use of Class hedging strategies may substantially limit holders of Shares in the relevant Class from benefiting if the Class Currency of that Class falls against that of the Base Currency and/or the currency in which the assets of the Company are denominated.

Umbrella structure of the Company and Cross-Liability Risk

The Fund will be responsible for paying its fees and expenses regardless of the level of its profitability. The Company is an umbrella fund with segregated liability between Funds and under Irish law the Company generally will not be liable as a whole to third parties and there generally will not be the potential for cross liability between the Funds. Notwithstanding the foregoing, there can be no assurance that, should an action be brought against the Company in the courts of another jurisdiction, the segregated nature of the Funds would necessarily be upheld.

Risks of Investing in Other Collective Investment Schemes

The Fund may invest in regulated and unregulated collective investment schemes. As a shareholder of another collective investment scheme, the Fund will bear, along with other shareholders, its portion of the fees and expenses of the other collective investment schemes, including management fees, performance fees and/or other fees. These fees



will be in addition to the management fees and/or other fees and expenses which the Fund bears directly with its own operations.

The Fund may also invest in collective investment schemes whose principal object includes investment in other collective investment schemes. Such collective investment schemes may themselves, as a shareholder of another collective investment scheme, be charged a portion of the expenses of the other collective investment schemes, including management fees, performance fees and/or other fees which ultimately could be borne by the Fund. This may result in Shareholders bearing three levels of fees by virtue of such an investment. Moreover, it should be noted that an investment by the Fund in a collective investment scheme whose principal object includes investment in other collective investment schemes may adversely affect the transparency of an investment in the Fund.

The collective investment schemes in which the Fund and a collective investment scheme may invest may be leveraged or unleveraged and may be established in unregulated jurisdictions that do not have an equivalent level of investor protection as that provided in Ireland by collective investment schemes authorised under Irish laws and subject to Irish regulations and conditions.

Estimated and Unaudited Valuations

In most cases, the Administrator will have no ability to assess the accuracy of the valuations received from a collective investment scheme. Furthermore, the net asset values received by the Administrator in respect of such a collective investment scheme may be estimates and will typically be unaudited and subject to further confirmation. As a result, the exact number of Shares to be issued upon a subscription for Shares and/or the price to be paid by the Fund on a redemption of Shares may not be known until the net asset values have been confirmed.

Temporary Suspension

Whilst Shareholders will normally be able to realise their investment in the Fund by redeeming their Shares or by a transfer to a third party it should be noted that the calculation of the Net Asset Value may be temporarily suspended in certain circumstances and the redemption of Shares would be suspended in these circumstances.

Taxation

Potential investors should be aware of the taxation risks associated with investing in the Fund. Please see the section headed “Taxation.”

ADMINISTRATION OF THE FUND

How to purchase Shares

Shares of any Class can be purchased in accordance with the requirements below:

Subscription timetable

Shares will be issued on a particular Dealing Day where the Administrator has received:

1. a properly completed subscription form by 2pm (Irish time) on the 5th Business Day prior to that Dealing Day; and
2. subscription monies (in any freely convertible currency) by the 5th Business Day following that Dealing Day.

If the Administrator does not receive a properly completed subscription form by 2pm (Irish time) on the 5th Business Day prior to a Dealing Day, the applicant will receive the Net Asset Value per Share on the next Dealing Day thereafter provided that a properly completed subscription form has been received by 2pm (Irish time) on the 5th Business Day prior to that Dealing Day. The Manager, on an individual basis and at its sole discretion, may accept properly completed subscription forms received after 2pm (Irish time) but before 5pm (Irish time) on the 5th Business Day prior to a Dealing Day if the delay was the result of exceptional circumstances such as electronic or other failure. In no circumstances will subscription forms be accepted after the Net Asset Value is calculated on each Dealing Day.

Subscription process

Applications for Shares must specify either the cash amount of the Shares to be purchased or a specific number of Shares to be purchased.

The applicant must agree to make payment for the Shares by the 5th Business Day that follows the relevant Dealing Day. The applicant will be required to indemnify the Company against any losses arising as a result of the Company's failure to receive payment as required. All subscription monies should be paid to the Custodian and Trustee's account specified in the subscription form.

Any Shares subscribed for will only be provisionally allotted until such time as they are fully paid.

Subscription applications must comply with the Financial Regulator's requirements and may be received by:

- fax; or
- electronic means where such electronic means have already been agreed with the Manager and the Administrator; or
- physical delivery, for example, by registered post or courier, where that has already been agreed with the Manager and the Administrator.

If the initial subscription form is received by fax, the signed original subscription form must be received promptly along with any supporting documentation required to prevent money laundering. Subsequent faxed subscription requests from a Shareholder may be processed without the need to submit original documentation.

The Manager reserves the right to reject in whole or in part any application for Shares. Any Class of Shares may be closed for subscription either temporarily or permanently at the discretion of the Manager. Where an application for Shares is rejected, the subscription monies shall be returned to the applicant within 14 days of the date of such application at the risk of the applicant and without interest.

The Administrator will issue Shareholders with a contract note confirming the details of their subscription after it has been processed.

Subscription Price

The initial subscription price per Share for each “new” Class of Share during the Initial Offer Period is set out in Schedule 1. Following the Initial Offer Period of any Class of Shares, Shares in that Class will be issued at the relevant Net Asset Value per Share as determined on the Dealing Day on which they are deemed to be issued. An initial charge of up to 5% may also be payable to the Distributor or its agents on the initial subscription price per Share. In addition, an Anti-Dilution Levy on subscription monies may be payable where there are net subscriptions on a Dealing Day. The Net Asset Value per Share for a particular Dealing Day is available upon request.

Issue of Shares in exchange for investments

At the Manager’s sole discretion, the Company may issue Shares in exchange for investments in which the Fund may invest pursuant to the Fund’s investment objective and strategies. The number of Shares issued in exchange for such investments will not be more than the number which would have been issued for settlement in cash having valued the investments to be exchanged in accordance with the Company’s valuation provisions.

How to redeem Shares

Shares of any Class can be redeemed in accordance with the requirements below:

Redemption timetable

Shareholders can redeem their Shares by completing a redemption form and sending it to the Administrator by 2pm (Irish time) on the 5th Business Day prior to a Dealing Day.

Any redemption request form received by the Administrator after 2pm (Irish time) on the 5th Business Day prior to a Dealing Day shall not be processed until the next Dealing Day at that Dealing Day’s Net Asset Value per Share, provided that a properly completed redemption form has been received by 2pm (Irish time) on the 5th Business Day prior to the relevant Dealing Day.

The Manager on an individual basis and at its sole discretion, as agreed by the Directors, may accept properly completed redemption forms after 2pm (Irish time) but before 5pm (Irish time) on the 5th Business Day prior to the relevant Dealing Day if the delay was the result of exceptional circumstances such as electronic or other failure. In no circumstances will redemption forms may not be accepted after the Net Asset Value is calculated on each Dealing Day.

Redemption process

Redemption applications must comply with the Financial Regulator’s requirements and may be received by:

- fax; or
- electronic means where such electronic means have already been agreed with the Manager and the Administrator; or
- physical delivery where that has already been agreed with the Manager and the Administrator.


The Administrator will issue Shareholders with a contract note confirming the details of their redemption after it has been processed.

Where the initial subscription application has been received by fax, no redemption payment may be made from the holding until the signed original initial subscription application form has been received from the Shareholder along with all documentation required by the Company, including any documents required in connection with the obligation to prevent money laundering. Redemption forms received by fax will only be processed where payment is to be made to the account of record.

Redemption Price

Shares will be redeemed at the relevant Net Asset Value per Share as determined on the Dealing Day on which they are redeemed. An Anti-Dilution Levy on redemption monies may be payable where there are net redemptions on a Dealing Day. The redemption proceeds will be paid in the currency of the Class of Share being redeemed.

Payment of redemption proceeds



Redemption proceeds will typically be paid to Shareholders 3 Business Days after the relevant Dealing Day although in exceptional circumstances proceeds may be paid up to 14 calendar days after the deadline for redemption requests.

Issue of Company's investments in exchange for Shares

The Company may, with the approval of the applicant Shareholder and the Custodian and Trustee, satisfy any application for the redemption of Shares by the transfer of assets of the Company *in specie* to the Shareholder, provided that the nature of the assets to be transferred shall be determined by the Directors on such basis as the Directors, with the approval of the Custodian and Trustee, shall deem equitable and not prejudicial to the interests of the remaining Shareholders. At the request of the Shareholder making such a redemption request, the assets shall be sold and the proceeds of sale transmitted to the Shareholder.

Restrictions on redemptions

If the Company receives requests for the redemption of Shares representing 10% or more of the Net Asset Value of the Fund in respect of any Dealing Day, the Directors may, in their sole discretion, elect to restrict the total value of Shares to be redeemed to 10% or more of that Fund's Net Asset Value. If the Directors elect to restrict the redemption of Shares in this manner then:


1. all relevant redemption requests will be scaled down pro rata to the value of Shares requested to be redeemed; and
2. subject to the above restriction, any Shares which are not redeemed on a Dealing Day shall be treated as if a request for redemption has been made in respect of such Shares for the next and each subsequent Dealing Day until all of the Shares to which the original request(s) related have been redeemed.

Determination of Net Asset Value

The Administrator shall determine the Net Asset Value per Share of the Fund on each Dealing Day in accordance with the Articles of Association.

The Net Asset Value per Share of the Fund shall be calculated on or as of each Dealing Day by dividing the assets of the Fund less its liabilities by the number of Shares in issue in the Fund. The Fund will bear its own fees and expenses to the extent specifically attributable to that Fund. Any liabilities of the Company that are not attributable to any Fund may be allocated amongst the Funds based on their respective Net Asset Values or on any other reasonable basis approved by the Custodian and Trustee having taken into account the nature of the liabilities. The Net Asset Value per Share is the resulting sum rounded to the nearest two decimal places.

Where the Fund is made up of more than one Class, the Net Asset Value of each Class shall be determined by calculating the amount of the Net Asset Value of the relevant Fund attributable to each Class. The amount of the Net Asset Value of the Fund attributable to a Class shall be determined by establishing the number of Shares in issue in the Class, by allocating relevant Class Expenses (as defined below) and fees to the Class and making appropriate adjustments to take account of distributions paid out of the Fund, if applicable, and apportioning the Net Asset Value of the Fund accordingly. The Net Asset Value per Share of a Class shall be calculated by dividing the Net Asset Value of the Class by the number of Shares in issue in that Class. Class Expenses or fees or charges not attributable to a particular Class may be allocated amongst the Classes based on their respective Net Asset Value or any other reasonable basis determined by the Administrator and approved by the Custodian and Trustee having taken into account the nature of the fees and charges. Class Expenses and fees relating specifically to a Class will be charged to that Class. In the event that an unhedged currency Class of Shares are issued which are priced in a Class Currency other than the Base Currency for the Fund, currency conversion costs on subscriptions and redemptions will be borne by that Class. In the event that a hedged Class of Shares are issued which are priced in a Class Currency other than the Base Currency for the Fund the costs and gains/losses of any hedging transactions will be borne by that Class.



“Class Expenses” means the expenses of registering a Class in any jurisdiction or with any stock exchange, regulated market or settlement system and all other expenses arising from such registration and such further expenses howsoever arising as may be disclosed in the Prospectus.

Investments in open-ended collective investment schemes shall be valued at the latest available net asset value for the shares or units. Investments in other collective investment schemes shall, if listed or traded on a stock exchange or over-the-counter market, be valued at the latest quoted traded price or, if unavailable a mid-market quotation from a broker (or if unavailable, a bid quotation) or if unavailable or unrepresentative, at their probable realisation value estimated with care and in good faith by the Administrator or other competent person approved for that purpose by the Custodian and Trustee. Any investment which is normally listed, quoted or traded on a securities exchange will be valued at the official close of business price on the securities exchange on which the investment is quoted on the relevant Dealing Day provided that the value of any investment listed, quoted or traded on a securities exchange but acquired or traded at a premium or at a discount outside or off the relevant securities exchange or on an over-the-counter market, shall be valued taking into account the level of premium or discount as of the date of valuation of the investment. If such a price is not available or in the opinion of the Administrator is unrepresentative, such investment shall be valued at the probable realisation value of the investment as determined with care and in good faith by the Administrator or other competent person approved for that purpose by the Custodian and Trustee.

Where a security is listed on several exchanges, the relevant market shall be the one which constitutes the main market or the one which the Administrator or the Manager determines provides the fairest criteria for valuing such a security.

Investments which are not listed, quoted or traded on a securities exchange will be valued on the basis of the probable realisation value estimated with care and in good faith by the Administrator or other competent person approved for that purpose by the Custodian and Trustee.

Cash and other liquid assets will be valued at their face value with interest accrued (if any) to the relevant Dealing Day. The value of any cash in hand or on deposit, bills and demand notes and accounts receivable, prepaid expenses, cash dividends and interest declared or accrued and not yet received is deemed to be the nominal value thereof, unless in any case the same is unlikely to be paid or received in full, in which case the value thereof is arrived at after making such discount as may be considered appropriate in such case to reflect the true value thereof.

Money market instruments will be valued at amortised cost where such instruments have a residual maturity not exceeding six months and have no sensitivity to market parameters, including credit risk.

Exchange-traded derivatives shall be valued at the relevant settlement price on the appropriate exchange for such instruments on the relevant Dealing Day. If such market price is not available such value shall be the probable realisation value estimated with care and in good faith by the Administrator or other competent person approved for that purpose by the Custodian and Trustee. The counterparty to derivative instruments not traded on an exchange must be prepared to value the contract and to close out the transaction at the request of the Company at fair value. The Company may choose to value over the counter derivatives using either the counterparty’s valuation or an alternative valuation, such as a valuation calculated by the Company or by an independent pricing vendor provided that the Company or other party has adequate human and technical means to perform the valuation. The Company must value over the counter derivatives on a monthly basis. Where the Company values over the counter derivatives using an alternative valuation the Company must follow international best practice and will adhere to the principles on the valuation of over the counter instruments established by bodies such as IOSCO and AIMA. An alternative valuation must be provided by a competent person appointed by the Directors and approved for the purpose by the Custodian and Trustee, or a valuation by any other means provided that the value is approved by the Custodian and Trustee. An alternative valuation will be reconciled to the counterparty valuation on a quarterly basis. Where significant differences arise these will be promptly investigated and explained. Where the Company values over the counter derivatives using the counterparty valuation the valuation must be approved or verified by a party who is approved for the purpose by the Custodian and Trustee and who is independent of the counterparty. The independent verification must be carried out at least quarterly. Forward foreign exchange contracts will be valued with reference to the prevailing market maker quotations, namely, the price at which a new forward contract of the same size and maturity could be undertaken, or, if unavailable, they will be valued by the counterparty at least monthly and such valuation will be verified monthly by a third party bank, other credit institution or another appropriate professional person independent of the counterparty, which may be the Manager, and



who shall be approved for that purpose by the Custodian and Trustee.

In determining the value of the assets there shall be added to the assets any interest or dividends accrued but not received and any amounts available for distribution but in respect of which no distribution has been made and there shall be deducted from the assets all liabilities accrued.

The Directors shall be entitled to adopt an alternative method of valuing any particular asset if they consider that the methods of valuation set out above do not provide a fair valuation of a particular asset, provided that the alternative method of valuation is approved by the Custodian and Trustee.

Transfers of Shares and Issue of Shares

All transfers of Shares shall be effected by a transfer in writing in any usual or common form and every form of transfer shall state the full name and address of the transferor and the transferee. The instrument of transfer of a Share shall be signed by or on behalf of the transferor. The transferor shall be deemed to remain the holder of the Share until the name of the transferee is entered in the share register in respect thereof. The Administrator shall decline to register any transfer of Shares if in consequence of such transfer: (i) the transferor would hold less than the relevant minimum account balance amount set out in the tables in the section titled “General Share Class Information” or would cease to be a Qualifying Investor; (ii) the transferee does not meet the minimum initial subscription which is the foreign currency equivalent of EUR250,000 and the net worth requirements of a Qualifying Investor; or (iii) the Company or the Shareholders as a whole would suffer any regulatory, pecuniary, legal, tax or material administrative disadvantage. The registration of transfers may be suspended at such times and for such periods as the Directors and the Administrator may from time to time determine, provided always that such registration shall not be suspended for more than thirty days in any year. The Administrator may decline to register any transfer of Shares unless the instrument of transfer is deposited at the registered office of the Company or at such other place as the Administrator may reasonably require together with such other evidence as the Administrator may reasonably require to verify the right of the transferor to make the transfer. Such evidence will include a declaration as to whether the proposed transferee is an Irish Resident, ordinarily resident in Ireland or U.S. Person or a Qualifying Investor as well as any such evidence as the Administrator may consider necessary to ensure that the Company and its agents are able to comply with applicable anti-money laundering legislation. Where the transferor is an Irish Resident, the Administrator, before registering a transfer, may redeem such number of Shares as may be necessary to discharge any Irish tax due on the transfer of the Shares and the proceeds of redemption, if any, then remaining shall be paid to the transferor.

Distribution policy

Each of the Funds may issue Accumulation Class Shares or Income Class Shares (as defined below). **All Share Classes are Accumulation Class Shares unless otherwise indicated in the name of the Share Class.**

“Accumulation Class Shares” are shares that declare a distribution but whose net income is then reinvested in the capital of the relevant Fund on the Distribution Date, thereby increasing the Net Asset Value per Share for an Accumulation Class Share relative to an Income Class Share.

“Income Class Shares” are shares that distribute net income from time to time, subject to the Directors’ discretion, on relevant Distribution Dates. The amount of any distribution on different Classes of Income Class Shares in a Fund may vary to reflect any differing charges and expenses suffered by such Share Classes. Any such distribution shall be made from net income. Net income includes all interest, dividends and other amounts deemed by the Manager to be in the nature of income less the expenses of the Fund applicable to that dividend period. An investor in Income Class Shares shall have the choice of investing the distribution in additional Income Class Shares or receiving payment by telegraphic transfer in the Class Currency of the Income Class Shares in which the investor is invested. The investor should indicate a preference in writing to the Administrator at the time of the investor’s application for Income Class Shares.

U.K. Distributor Status

It is intended that each Fund will pursue a distribution policy so that the Company will be able to obtain certification as a “distributing fund” under the U.K. Income Corporation Taxes Act, 1988 for the purposes of taxation in the U.K. A failure of any Fund to comply with this requirement will result in the Company failing to obtain certification.

Each distribution in respect of Income Class Shares shall be at least such minimal amount (if any) as shall be necessary for the Company to achieve “distribution status” for U.K. tax purposes. Any such distribution shall be made from net income. Net income includes all interest, dividends and other amounts deemed by the Manager to be in the nature of income less the estimated expenses of the Fund applicable to that dividend period. Where both Income Class Shares and Accumulation Class Shares in a Fund are in issue all of the income of a Fund after the deduction of its expenses will be allocated between holders of Accumulation Class Shares and holders of Income Class Shares *pro rata* in accordance with the value of their respective interests.

Any income reinvested in relation to Income Class Shares or Accumulation Class Shares will be treated for U.K. taxation purposes as a taxable dividend.

Mandatory Redemption of Shares and Forfeiture of Distributions

If a redemption causes a Shareholder’s holding in the Company to fall below the relevant minimum account balance amount set out in the tables in the section titled “General Share Class Information”, the Company may redeem the whole of that Shareholder’s holding. Before doing so, the Company shall notify the Shareholder in writing and allow the Shareholder thirty days to purchase additional Shares to meet the minimum holding requirement.

Shareholders must notify the Administrator immediately in the event that they become an Irish Resident, ordinarily resident in Ireland or a U.S. Person. The Company further reserves the right to redeem any Shares on thirty days’ notice to a Shareholder if the holding of the Shares by such person is unlawful or such Shareholder is prohibited for legal or regulatory reasons from holding the Shares or if, in the opinion of the Directors, the holding might result in the Company or Shareholders incurring any liability to taxation or suffering pecuniary or material administrative disadvantage which the Company or the Shareholders might not otherwise suffer or incur.

The Articles of Association permit the Company to redeem its Shares where, during a period of six years, no cheque in respect of any dividend on the Shares has been cashed and no acknowledgement has been received in respect of any share certificate or other confirmation of ownership of the Shares sent to the Shareholder. The redemption proceeds will be held in an account which earns interest at daily overnight rates and the Shareholder shall be entitled to claim the amount standing to his/her credit in such account.

Any distribution monies which have not been claimed within six years of the declaration of the distribution shall be forfeited and shall form part of the assets of the relevant Fund.

Publication of the Net Asset Value per Share in the Fund

Except where the determination of the Net Asset Value per Share has been suspended, in the circumstances described below, the latest Net Asset Value per Share shall be made available at the registered office of the Administrator and shall be published (so far as is practicable) on the first Business Day after the relevant Dealing Day on Bloomberg (www.bloomberg.com) a public website.

Conversion of Shares

The Articles of Association permit Shareholders with the prior consent of the Directors, to convert all or some of their Shares in any Fund to Shares in any other Fund on giving notice to the Administrator in such form as the Administrator may request. Conversion shall take place in accordance with the following formula:

$$NS = \frac{(S \times R \times F) - X}{P}$$

where

NS = the number of Shares which will be issued in the new Fund;
S = the number of the Shares to be converted;

R	=	the redemption price per Share (after deduction of any redemption charge);
F	=	the currency conversion factor (if any) as determined by the Administrator;
P	=	the price of a Share of the new Fund (after the addition of any initial charge); and
X	=	a handling charge (if any) not exceeding 5% of the Net Asset Value of the Shares to be converted.

If NS is not an integral number of Shares the Administrator reserves the right to issue fractional Shares in the new Fund or to return the surplus arising to the Shareholder seeking to convert the Shares.

Temporary Suspension of Valuation of the Shares and of Sales, Redemptions and Conversions

The Directors may temporarily suspend the determination of the Net Asset Value and the sale, redemption or conversion of Shares in the Fund during:

- (i) any period (other than ordinary holiday or customary weekend closings) when any market is closed which is the main market for a significant part of the Fund's investments, or when trading thereon is restricted or suspended; or
- (ii) any period during which disposal or valuation by the Company of assets which constitute a substantial portion of the assets of the Fund is not practically feasible or if feasible would be possible only on terms materially disadvantageous to Shareholders; or
- (iii) any period when, for any reason the prices of any investments of the Fund cannot be reasonably, promptly or accurately ascertained by the Company; or
- (iv) any period when remittance of monies which will, or may be, involved in the realisation of, or in the payment for, investments of the Fund cannot, in the opinion of the Directors, be carried out at normal rates of exchange; or
- (v) any period when proceeds of the sale or redemption of the Shares cannot be transmitted to or from the Fund's account; or
- (vi) upon the publication of a notice convening a general meeting of Shareholders for the purpose of resolving to wind-up the Company.

Any such suspension shall be published by the Company in such manner as it may deem appropriate to the persons likely to be affected thereby if, in the opinion of the Company, such suspension is likely to continue for a period exceeding fourteen days and any such suspension shall be notified immediately and in any event within the same Business Day to the Financial Regulator. Where possible, all reasonable steps will be taken to bring a period of suspension to an end as soon as possible.

MANAGEMENT AND ADMINISTRATION

Directors and Secretary

The Directors are responsible for managing the business affairs of the Company in accordance with the Articles of Association. The Directors may delegate certain functions to the Manager, the Administrator and other parties, subject to supervision and direction by the Directors.

The Directors are listed below with their principal occupations. None of the Directors is an executive director. The address of the Directors is the registered office of the Company.

James Firn

Mr. Firn, American and British, is General Counsel - Global Product for the Adviser. He joined Russell Investments in 1988 and is responsible for managing the corporate governance framework for group and fund entities, principally in Europe, the Middle East, Africa and the Caribbean; acting as the Adviser's principal representative in respect of government, regulatory and industry organisations relevant to the Adviser's European, Middle Eastern, African and Caribbean businesses; acting or advising in other regions for the purposes of achieving a consistent approach to regulatory and product matters globally; and providing legal and business advice to senior management on global, strategic matters. Mr. Firn holds a law degree from Southern Methodist University, Dallas, Texas, and is a member of the Washington State Bar Association, the American Bar Association and the International Bar Association. He is a director of a number of collective investment schemes authorised by the Financial Regulator and is also a director of other subsidiaries within Russell Investments.

James Beveridge

Mr. Beveridge, British, has been the finance director of the Adviser since 1993 where he is primarily responsible for financial budgeting and reporting. From 1990 to 1993 he served successively as assistant group financial and management accountant and worked as an accountant in the securities division and the projects and development group at Prudential Portfolio Managers. From 1986 to 1990 he trained as a chartered accountant with Pannell Kerr Forster (now known as "PKF"). He is a director of a number of collective investment schemes authorised by the Financial Regulator and is also a director of other subsidiaries within Russell Investments.

Paul McNaughton


Mr. McNaughton, Irish, has a considerable number of years' experience in the banking and finance and in the fund management and securities processing sectors. He spent ten years with the Irish Industrial Development Authority both in Dublin and the U.S. where he marketed Ireland as a location for multinational investment before establishing Bank of Ireland's fund administration business. Mr. McNaughton then moved to Deutsche Bank where he established its fund administration business in Ireland, which has since been acquired by State Street. Mr. McNaughton was responsible for Deutsche Bank's offshore funds business and latterly Global Head of Deutsche Bank's fund servicing business worldwide until July 2004. He is a director of a number of collective investment schemes authorised by the Financial Regulator.

William Roberts

Mr. Roberts, British, (and Irish resident) qualified as a solicitor in Scotland in 1983, as a solicitor of the Supreme Court in Hong Kong in 1985, as a barrister and an attorney at law in Bermuda in 1988 and as an attorney at law in the Cayman Islands in 1990. He worked for several law firms in Scotland, Hong Kong, London and Bermuda between 1982 and 1990. During the period from 1990 to 1999 he was a member of W.S. Walker & Company in the Cayman Islands where he became a partner in 1994. Mr Roberts has experience in international financial services law. He was a director of a number of companies established in Bermuda and was a director of the Cayman Islands Stock Exchange between 1996 to 1999. He is a director of a number of collective investment schemes authorised by the Financial Regulator.

David Shubotham

Mr. Shubotham, Irish, was a main board director of J. & E. Davy (an Irish stockbroking firm) from 1975 to 2002. Following graduate training with Aer Lingus, he joined J. & E. Davy in 1973. Mr. Shubotham became a partner of J. & E. Davy in 1977 with responsibility for the bond desk. In 1991 he became chief executive of Davy International, a



company operating in Dublin's International Financial Services Centre. He retired in 2001. He qualified as an accountant in 1971 having graduated with a Bachelor of Commerce degree from University College Dublin in 1970 and became a member of the Society of Investment Analysts in 1975. Mr. Shubotham has served on various state committees in Ireland including the Committee for the Development of Science and Technology Strategy and the Committee for the Development of Bio Strategy. He has served as chairman of the boards of directors of the National Stud of Ireland and the National Digital Park, a joint venture with the Irish Industrial Development Authority. He was chairman of the board of directors of the Hugh Lane Municipal Gallery, Dublin for 6 years. He is a director of a number of collective investment schemes authorised by the Financial Regulator as well as collective investment schemes established in Jersey and the Cayman Islands.

Michael Hunt

Mr. Hunt, Irish (and U.K. resident) is Managing Director, Global Fund Operations of Russell Investments, a position he has held since February 2007. He joined the Distributor in July 2005 as Director of Operations, Europe, the Middle East and Africa. In December 2005 he became Director of Operations and Information Technology of the Distributor for Europe, the Middle East and Africa. Mr. Hunt previously worked from 1990 in a variety of fund administration roles with Morgan Grenfell which later became Deutsche Asset Management. He was appointed Head of London Business Re-engineering in January 1999, Joint Head of London Operations in January 2002 and Head of Operational Client Services in April 2003. He is a director of a number of other collective investment schemes authorised by the Financial Regulator.

Peter Gunning

Mr. Gunning, Australian, is the chief investment officer and managing director of multi-manager investments for Russell Investments. In this role, he directs Russell Investments' investment management and research activities globally. In addition, he is a member of several internal committees. Mr. Gunning joined Frank Russell's Sydney office in 1996 as a research analyst. He became the head of research in 2000 and prior to his current role he served as regional investment manager for Asia Pacific until February 2008. Prior to these roles, Mr. Gunning worked for Tullett and Tokyo as a fixed interest trader from January 1990 to December 1990 and for the Commonwealth Bank of Australia from 1991 to 1996 which he initially joined as a financial markets economist, becoming a portfolio manager in March of 1993. Mr. Gunning is a CFA charterholder. He also holds a Master of Economics with honours and a B.Ec. in Economics from the University of Sydney. He is a member of the Q-Group (Institute of Quantitative Research in Finance Inc.) and the Australian S&P/ASX Index Advisory Panel. He is a director of a number of collective investment schemes authorised by the Financial Regulator.

Alan Schoenheimer

Mr. Schoenheimer, Australian, is responsible for overseeing the international offices of Russell Investments. Previously he served as chief executive with responsibility for operations in Australia, New Zealand and South East Asia for Russell Investments from 2000 to 2008. He joined Frank Russell's Sydney office in early 1991 as a senior consultant. Prior to February 2000 Mr. Schoenheimer was the head of retail at Russell's Sydney office. Mr. Schoenheimer is a member of Frank Russell's management committee. Prior to joining Frank Russell, Mr. Schoenheimer was a consultant at McKinsey & Company. Mr. Schoenheimer holds a first class honours bachelor of engineering degree from the University of Queensland and a master of business administration from the University of New South Wales. Before gaining his masters he practiced chemical engineering in a number of locations worldwide. He is a director of a number of collective investment schemes authorised by the Financial Regulator.

Kenneth Willman

Mr. Willman, American and English, is Chief Legal Officer and Secretary of Russell Investments. He joined Frank Russell in August 2008. As Chief Legal Officer he is responsible for the legal, corporate compliance, internal audit, corporate records, government relations and risk management functions. He is also a member of Russell's management committee. Prior to joining Russell, Mr. Willman was at Goldman Sachs from 1992 where he held a variety of legal roles including most recently General Counsel of Asia from 2004 to 2008. From 1987 to 1992 he was an associate at Sullivan & Cromwell's New York and Tokyo offices. Mr. Willman holds a J.D. degree from the University of Pennsylvania, a B.A. in Politics and Government and a B.S. in Economics from University of Puget Sound. He is a member of Washington State and New York Bar Associations and is currently a member of the Board of Trustees at the University of Puget Sound as well as the Board of Directors of Covenant House of New York. He is a director of a number of collective investment schemes authorised by the Financial Regulator.

Neil Jenkins (Alternate Director for Peter Gunning)

Mr. Jenkins, British, is Managing Director, Investments of the Distributor which he joined in October 2006. Mr. Jenkins was educated at Keble College, Oxford, where he received first class honours in Modern Languages (German and Russian). In 1985 Mr. Jenkins joined Morgan Grenfell in London where he worked in export project finance in Eastern Europe. From 1988 to 1990 he was Morgan Grenfell's representative based in Moscow. From 1990 to 2000 Mr. Jenkins worked in various investment roles at Morgan Grenfell (Deutsche) Asset Management Investment Services and also spent five years assigned to Morgan Grenfell Capital Management in the U.S. Mr. Jenkins was Managing Director of AXA Multi Manager, a subsidiary of AXA Investment Managers, from January 2001 until June 2003, after which he joined Rothschild Private Management Limited as Executive Director and Head of Multi-Manager Investment, a position he held until October 2006 when he joined the Distributor. He is an alternate director of other collective investment schemes authorised by the Financial Regulator.

The company secretary is Bradwell Limited.

The Articles of Association do not stipulate a retirement age for Directors and do not provide for the retirement of Directors by rotation. The Articles of Association provide that a Director may be a party to any transaction or arrangement with the Company or in which the Company is interested provide that he/she has disclosed to the Directors the nature and extent of any material interest which he/she may have. A Director may not vote in respect of any contract in which he/she has a material interest. However, a Director may vote in respect of any proposal concerning any other company in which he/she is interested, directly or indirectly, whether as an officer or shareholder or otherwise, provided that he/she is not the holder of 5% or more of the issued shares of any class of such company or of the voting rights available to members of such company. A Director may also vote in respect of any proposal concerning an offer of Shares in which he/she is interested as a participant in an underwriting, or sub-underwriting arrangement and may also vote in respect of the giving of any security, guarantee or indemnity in respect of money lent by the Director to the Company or in respect of the giving of any security, guarantee or indemnity to a third party in respect of a debt obligation of the Company for which the Director has assumed responsibility in whole or in part.


The Articles of Association provide that the Directors may exercise all the powers of the Company to borrow money, to mortgage or charge its undertaking, property or any part thereof and may delegate these powers to the Manager.

The Manager

The Manager was incorporated in Ireland as a limited liability company on 25 February 1994 and is a wholly-owned subsidiary of Frank Russell Company which in turn is a subsidiary of The Northwestern Mutual Life Insurance Company. The Manager has an authorised share capital of U.S.\$1,000,000 divided into 1,000,000 shares of U.S.\$1 each of which 141,552 have been issued fully paid. The Manager is engaged in the business of providing investment management and administrative services to collective investment undertakings. The secretary of the Manager is the same as the secretary of the Company. The Manager is also the manager of a number of collective investment schemes authorised by the Financial Regulator. All of the Directors of the Company are directors of the Manager.

The Management Agreement provides that the Manager shall administer the Company in accordance with the notices issued by the Financial Regulator pursuant to Part XIII of the Companies Act, 1990, the Articles of Association and the provisions of this Prospectus. The Management Agreement shall continue in force until terminated by either party on ninety days' notice in writing to the other party, without the payment of any penalty, provided that the Manager shall continue in office until a successor manager or administrator is appointed with the prior approval of the Financial Regulator. The Company may at any time immediately terminate the Management Agreement, without the payment of any penalty, in the event of the appointment of an examiner or receiver to the Manager or on the happening of a like event at the discretion of an appropriate regulatory agency, or court of competent jurisdiction, or in the event that the Manager is otherwise no longer permitted to perform its functions and duties thereunder by the Financial Regulator, or pursuant to applicable law or if the Manager breaches its obligations.

The Manager shall not be liable for any loss suffered by the Company or its Shareholders in connection with the performance of the Manager's functions and duties under the Management Agreement, except loss resulting from negligence, fraud, bad faith, wilful default or recklessness on the part of the Manager, its directors, officers or agents in



the performance of its functions and duties under the Management Agreement. The Manager shall not be liable for any indirect, special or consequential loss howsoever arising. The Company shall indemnify the Manager its directors, officers, employees or agents and hold them harmless from and against all liabilities, damages, costs, claims and expenses (including reasonable attorney's fees and amounts reasonably paid in settlement) incurred by the Manager, its directors, officers, or agents in the performance of its functions and duties under the Management Agreement and against all taxes on profits or gains of the Company which may be assessed upon or become payable by the Manager or its director, officers or agents, provided that such indemnity shall not be given where the Manager, its directors, officers or agents, is or are guilty of any negligence, bad faith, fraud, wilful default or recklessness in the performance of its or their functions and duties thereunder.

The Management Agreement allows the Manager to delegate its management duties to other parties. The Manager has appointed the Adviser to advise it on the purchase, sale and exchange of each Fund's investments and has delegated to the Administrator the administration of the Company.

The Adviser and Distributor


The Adviser and Distributor was incorporated in England and Wales on 30 December 1986 and is a wholly-owned subsidiary of Frank Russell Company, which is in turn a wholly-owned subsidiary of The Northwestern Mutual Life Insurance Company. It is the adviser and distributor to a number of Irish collective investment schemes.

The Advisory Agreement shall continue in force until terminated by either party on 90 days' notice in writing to the other party, provided that the Manager may at any time terminate the appointment of the Adviser in the event of the appointment of any examiner or receiver to the Adviser or on the happening of a like event or in the event that the Adviser is no longer permitted to perform its functions and duties under applicable law or is in breach of its obligations under the Advisory Agreement. The Advisory Agreement provides that, save in the case of fraud, wilful misfeasance, bad faith, negligence or reckless disregard of its functions and duties, the Adviser shall not be liable to the Manager or the Company or the Shareholders of the Company for any error of judgment or loss suffered by any of them in connection with the performance by the Adviser of its functions and duties thereunder and the Manager shall indemnify the Adviser, out of the Company's assets against all liabilities, damages, costs, claims and expenses incurred by the Adviser, its directors, officers or agents in the performance of its functions and duties and against all taxes on profits or gains of the Company which may be assessed upon or become payable by the Adviser, its directors, officers or agents to the extent permitted by law and the Articles of Association, provided that such indemnity shall not be given where the Adviser, its directors, officers or agents are guilty of any negligence, bad faith, fraud, wilful misfeasance or reckless disregard of its or their duties.

The Manager may delegate the investment management function to one or more Money Managers. Details of the Money Managers shall be provided to Shareholders on request and shall be disclosed in the periodic reports of the Company. The Manager shall pay out of its investment management fee the fees of the Money Managers.

The Distribution Agreement may be terminated by any party, without the payment of any penalty, immediately upon receipt of 90 days' written notice to the other party. The Manager will indemnify the Distributor and its directors, officers or agents against all liabilities, damages, costs and claims and expenses incurred by the Distributor, its directors, officers or agents in the performance of its or their functions and duties and from all taxes on profits or gains of the Company which may be assessed upon or become payable by the Distributor or its directors, officers or agents to the extent permitted by law provided that the indemnity shall not be given where the Distributor, its directors, officers or agents is or are guilty of any bad faith, fraud, negligence, wilful misfeasance or recklessness in the performance of its or their functions or duties.

The Manager has also appointed the Advisor to provide certain operational support services pursuant to a support services agreement dated 22 December 2009 ("Support Services Agreement"). These services include assisting the Manager in relation to the registration of the Funds for distribution, attending to compliance matters, organising the preparation of the financial statements and the preparation of materials for meetings of the board of Directors. In the absence of fraud, wilful default or bad faith on the part of the Advisor in the performance or unjustifiable non-performance of its obligations or duties under the Support Services Agreement, neither the Advisor nor any of its directors, officers, employees or agents shall be liable to the Manager for any loss or damage suffered by the Manager



as a result of any act or omission of the Advisor. The Support Services Agreement may be terminated by either party upon 90 days' written notice to the other party (or such lesser period as may be agreed) or immediately in the event of the winding up or the appointment of an examiner or receiver to the other party or upon the happening of a like event at the direction of an appropriate regulatory agency or court of competent jurisdiction, where either party fails to remedy a material breach of the agreement (if capable of remedy) within 30 days after service of notice by the other party requesting it to do so or where either party is no longer permitted to perform its obligations.

The Administrator

The Manager appointed State Street Fund Services (Ireland) Limited to act as administrator of the Company pursuant to the Administration Agreement. The Administrator is responsible for performing the day-to-day administration of the Company and for providing fund accounting for the Company, including the calculation of the Net Asset Value and the Net Asset Value per Share and for providing registration, transfer agency and related services to the Company.

The Administrator was incorporated in Ireland on 23 March 1992 as a limited liability company and is ultimately owned by State Street Corporation. The authorised share capital of the Administrator is Stg£5,000,000 with an issued and paid up share capital of Stg£350,000.

State Street Corporation is a leading world-wide specialist in providing sophisticated global investors with investment servicing and investment management. State Street Corporation is headquartered in Boston, Massachusetts, U.S.A. and trades on the New York Stock Exchange under the symbol "STT".

The Administration Agreement shall continue in force until terminated by the Company on giving the Administrator 90 days' prior written notice or by the Administrator giving 180 days' prior written notice or such other period as may be agreed between the parties in writing. The Administration Agreement may be terminated forthwith by either party giving notice in writing to the other party if at any time; (i) the party notified shall go into liquidation or receivership or an examiner shall be appointed pursuant to the Companies (Amendment) Act, 1990 (except for a voluntary liquidation for the purposes of reconstruction or amalgamation upon terms previously approved in writing by the notifying party) or be unable to pay its debts as they fall due, (ii) the party notified shall commit any material breach of the provisions of the Administration Agreement and if such breach is capable of remedy, shall not have remedied that within 30 days after the service of written notice requiring it to be remedied.


The Administration Agreement provides that the Administrator shall exercise its power and discretion under the Administration Agreement using its reasonable endeavours and applying the level of skill and expertise that can be reasonably expected of a professional administrator for hire. The Administrator shall not be liable for any loss of any nature whatsoever suffered by the Manager, the Company or the Shareholders in connection with the performance of its obligations under the Administration Agreement, except where that loss results directly from negligence, bad faith, fraud, wilful default or recklessness on the part of the Administrator. The Administrator shall not be liable for any indirect, special or consequential loss howsoever arising.

The Manager shall indemnify and hold harmless the Administrator out of the assets of the Company on its own behalf and on behalf of its permitted delegates, employees and agents against all actions, proceedings and claims and against all reasonable costs, demands and expenses (including reasonable legal and professional expenses) arising therefrom which may be brought against, suffered or incurred by the Administrator, its permitted delegates, employees or agents in the performance of its obligations and duties under the Administration Agreement and against all taxes on profits or gains of the Company which may be assessed or become payable by the Administrator, its permitted delegates, employees or agents provided that such indemnity shall not be given where the Administrator, its delegates, employees or agents, is or are guilty of negligence, recklessness, wilful default, fraud or bad faith.

The Custodian and Trustee

The Company appointed State Street Custodial Services (Ireland) Limited to act as custodian and trustee of all the assets of the Company pursuant to the Custodian Agreement.

The Custodian and Trustee is a private limited company incorporated in Ireland and has its registered office at 78 Sir



John Rogerson's Quay, Dublin 2, Ireland. The principal activity of the Custodian and Trustee is to act as custodian and trustee of the assets of collective investment schemes. The Custodian and Trustee is ultimately owned by State Street Corporation. The Custodian and Trustee was incorporated to provide trustee and custodial services to collective investment schemes. As at 30 September 2009, the Custodian had funds under custody in excess of U.S.\$232 billion. The Custodian and Trustee is regulated by the Financial Regulator.

The Custodian and Trustee will be obliged to enquire as to the conduct of the Company in each financial year and to report thereon to the Shareholders. The Custodian and Trustee must also ensure that the Company complies with the notices issued by the Financial Regulator in its investment decisions and in the administration of the issue and redemption of Shares.

The Custodian and Trustee will be liable to the Company, and the Shareholders for any loss suffered by them as a result of its unjustifiable failure to perform its obligations or its improper performance of its obligations. The Company shall indemnify and hold harmless the Custodian and Trustee against all actions, proceedings, claims, costs, demands and expenses (including legal and professional expenses) which may be brought against, suffered or incurred by the Custodian and Trustee in the performance of its duties under the Custodian and Trusteeship Agreement save where any such actions, proceedings, claims, costs, demands or expenses arise as a result of its unjustifiable failure to perform its obligations or its improper performance of its obligations.

The Custodian and Trusteeship Agreement between the Company and the Custodian and Trustee shall continue in force until terminated without the payment of any penalty by the Company giving 90 days' prior written notice and the Custodian and Trustee or giving 180 days' prior written notice to the Company or such other period as may be agreed between the parties in writing. Either party may terminate the Custodian and Trusteeship Agreement without the payment of any penalty if at any time (i) the other party shall be unable to pay its debts as they fall due or go into liquidation or receivership or an examiner shall be appointed pursuant to the Companies (Amendment) Act 1990 or be unable to pay its debts as they fall due (ii) the other party shall commit any material breach of the provisions of the agreement and if capable of remedy, shall not have remedied that breach written 30 days after the service of written notice requiring it to be remedied, (iii) or any of the representation, warranties, or covenants or undertakings contained in the clauses 2,3,4 or 5 of the agreement cease to be true or accurate in any material respect.

Under the terms of the Custodian and Trusteeship Agreement, the Custodian and Trustee may appoint sub-custodians in relation to the Company's assets. However, the liability of the Custodian and Trustee shall not be affected by the fact that it has entrusted some or all of the Company's assets in its safekeeping to a third party. In order for the Custodian and Trustee to discharge this responsibility the Custodian and Trustee must exercise care and diligence in choosing and appointing a third party as safe-keeping agent so as to ensure that the third party has and maintains the expertise, competence and standing appropriate to discharge the responsibilities concerned. The Custodian and Trustee must maintain an appropriate level of supervision over the safe-keeping agent and make appropriate inquiries from time to time to confirm that the obligations of the agent continue to be competently discharged.

FEES AND EXPENSES

General

The Fund shall pay all of its expenses and such proportion of the Company's expenses as are allocated to the Fund, other than those expressly assumed by the Manager. These expenses may include the costs of: (i) establishing, maintaining and registering the Company and the Fund and each Class of Shares with any governmental or regulatory authority or with any Regulated Market or exchange, including the Irish Stock Exchange and the fees of any paying agents and/or local representatives at normal commercial rates; (ii) management, administration, custodial and related services, as well as the fees of any paying agent and/or local representative in the jurisdictions in which the Fund or any Classes of the Fund are registered for distribution which shall be charged at normal commercial rates; (iii) preparation, printing, translation and posting of prospectuses, sales literature and reports to Shareholders, the Financial Regulator and governmental agencies; (iv) taxes, commissions and brokerage fees; (v) consultancy fees relating to compliance monitoring of Money Managers, (vi) auditing, tax and legal fees; and (vii) insurance premia and other operating expenses including the disbursements of the Custodian and Trustee and the Manager and of any of their agents and costs and expenses relating to any operational support arrangements which shall be charged at normal commercial rates.

The expenses relating to the establishment of the Fund (other than the costs of incorporating the Company which amounted to approximately EUR1,500 and which were discharged by the Manager) are not expected to exceed EUR 20,000 and are being amortised over a period of 5 years.

To the extent that expenses are attributable to a specific Class, that Class shall bear those expenses.

The Articles of Association provide that the Directors shall be entitled to a fee by way of remuneration at a rate to be determined from time to time by the Directors and the payment of all travel, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any meetings in connection with the business of the Company. The Company shall reimburse the Directors for their reasonable out-of-pocket expenses properly incurred by them. The Directors' remuneration for the year ending 31 December 2010 shall not exceed EUR4000. None of the Directors affiliated to Frank Russell Company, the Manager, the Adviser and Distributor, the Administrator or the Custodian and Trustee will receive a Director's fee.

Fees and Expenses

The following fees and expenses will be borne by the Company (expressed as a maximum annual percentage of the Net Asset Value of a Class of Shares, except as otherwise noted) which fees shall accrue daily and be paid monthly in arrears-(except as otherwise noted).

Management fees


The maximum management fee for the Fund is 5.50% per annum of the Net Asset Value of any Class of Shares of the Fund. The management fee for each Share Class is set out in Schedule 1. Such management fees will be paid quarterly in arrears. The Company shall reimburse the Manager for reasonable out of pocket expenses properly incurred by the Manager. The Manager may at any time waive all or part of its fees or reimburse all or part of the Company's expenses, provided that any such waiver may be discontinued by the Manager at any time at its sole discretion.

Adviser and Distributor fees

The Manager shall discharge all fees payable to the Adviser and Distributor out of its management fee, other than any fees payable to the Adviser under the Support Services Agreement. The Company shall reimburse the Adviser and Distributor for reasonable out of pocket expenses properly incurred by them. Such reimbursement of expenses may be paid to the Manager who will in turn pay the Adviser and Distributor.

Money Manager fees

The Manager shall discharge all fees payable to a Money Manager out of its management fee. The Manager shall arrange for the reimbursement of a Money Manager by the Company for reasonable out of pocket expenses properly incurred by them out of the Fund's assets. Such reimbursement of expenses may be paid to the Manager who will in turn pay the Money Manager.



Administrator and Custodian and Trustee fees

The Company shall pay the fees of the Administrator and the Custodian and Trustee and all of the reasonable out of pocket expenses properly incurred by them. The aggregate of the administration and custodian and trusteeship fees will not exceed 0.50% of the Fund's Net Asset Value. All transaction fees payable to the Custodian and Trustee and the sub-custodians (which shall be charged at normal commercial rates) shall be paid by the Company. The Company shall reimburse the Custodian and Trustee for reasonable fees paid to any sub-custodian which shall be charged at normal commercial rates.

Initial charge

At the sole discretion of the Manager, an initial charge of up to 5% of the relevant subscription amount may be charged on subscriptions for Shares. In addition, investors investing through an intermediary, such as a bank or independent financial advisor, may pay additional fees to the intermediary. Such investors should contact the intermediary for information concerning what additional fees, if any, they will be charged.

Anti-Dilution Levies

An investor may, in the sole discretion of the Manager, be required to pay an Anti-Dilution Levy where there are net subscriptions or redemptions of Shares on a particular Dealing Day.

TAXATION

The following is a general summary of the main Irish tax considerations applicable to the Company and certain investors in the Company who are the beneficial owners of Shares in the Company. It does not purport to deal with all of the tax consequences applicable to the Company or to all categories of investors, some of whom may be subject to special rules. For instance, it does not address the tax position of Shareholders whose acquisition of Shares in the Company would be regarded as a shareholding in a Personal Portfolio Investment Undertaking (PPIU). Accordingly, its applicability will depend on the particular circumstances of each Shareholder. It does not constitute tax advice and Shareholders and potential investors are advised to consult their professional advisors concerning possible taxation or other consequences of purchasing, holding, selling, converting or otherwise disposing of the Shares under the laws of their country of incorporation, establishment, citizenship, residence or domicile, and in the light of their particular circumstances.

The following statements on taxation are based on advice received by the Directors regarding the law and practice in force in Ireland at the date of this document. Legislative, administrative or judicial changes may modify the tax consequences described below and as is the case with any investment, there can be no guarantee that the tax position or proposed tax position prevailing at the time an investment is made will endure indefinitely.

Taxation of the Company

The Directors have been advised that, under current Irish law and practice, the Company qualifies as an investment undertaking for the purposes of Section 739B of the Taxes Consolidation Act, 1997, as amended (“TCA”) so long as the Company is resident in Ireland. Accordingly, it is generally not chargeable to Irish tax on its income and gains.

Chargeable Event

However, Irish tax can arise on the happening of a “chargeable event” in the Company. A chargeable event includes any payments of distributions to Shareholders, any encashment, repurchase, redemption, cancellation or transfer of Shares and any deemed disposal of Shares as described below for Irish tax purposes arising as a result of holding Shares in the Company for a period of eight years or more. Where a chargeable event occurs, the Company is required to account for the Irish tax thereon.

No Irish tax will arise in respect of a chargeable event where:

- (a) the Shareholder is neither resident nor ordinarily resident in Ireland (“Non-Irish Resident”) and it (or an intermediary acting on its behalf) has made the necessary declaration to that effect and the Company is not in possession of any information which would reasonably suggest that the information contained in the declaration is not, or is no longer, materially correct; or
- (b) the Shareholder is Non-Irish Resident and has confirmed that to the Company and the Company is in possession of written notice of approval from the Revenue Commissioners to the effect that the requirement to provide the necessary declaration of non-residence has been complied with in respect of the Shareholder and the approval has not been withdrawn; or
- (c) the Shareholder is an Exempt Irish Resident as defined below and it (or an intermediary acting on its behalf) has made the necessary declaration to that effect.

A reference to “intermediary” means an intermediary within the meaning of Section 739B(1) of the TCA, being a person who (a) carries on a business which consists of, or includes, the receipt of payments from an investment undertaking on behalf of other persons; or (b) holds units in an investment undertaking on behalf of other persons.

In the absence of a signed and completed declaration or written notice of approval from the Revenue Commissioners, as applicable, being in the possession of the Company at the relevant time there is a presumption that the Shareholder is resident or ordinarily resident in Ireland (“Irish Resident”) or is not an Exempt Irish Resident and a charge to tax arises.

A chargeable event does not include:

- any transactions (which might otherwise be a chargeable event) in relation to Shares held in a recognised clearing system as designated by order of the Revenue Commissioners of Ireland; or
- a transfer of Shares between spouses and any transfer of Shares between spouses or former spouses on the occasion of judicial separation and/or divorce; or
- an exchange by a Shareholder, effected by way of arm's length bargain where no payment is made to the Shareholder, of Shares in the Company for other Shares in the Company; or
- an exchange of Shares arising on a qualifying amalgamation or reconstruction (within the meaning of Section 739H of the TCA) of the Company with another investment undertaking.

If the Company becomes liable to account for tax on a chargeable event, the Company shall be entitled to deduct from the payment arising on that chargeable event an amount equal to the appropriate tax and/or, where applicable, to repurchase and cancel such number of Shares held by the Shareholder as is required to meet the amount of tax. The relevant Shareholder shall indemnify and keep the Company indemnified against loss arising to the Company by reason of the Company becoming liable to account for tax on the happening of a chargeable event.

Deemed Disposals

The Company may elect not to account for Irish tax in respect of deemed disposals in certain circumstances. Where the total value of Shares in a Fund held by Shareholders who are Irish Resident and, who are not Exempt Irish Residents as defined below, is 10% or more of the Net Asset Value of the Fund, the Company will be liable to account for the tax arising on a deemed disposal in respect of Shares in that Fund as set out below. However, where the total value of Shares in the Fund held by such Shareholders is less than 10% of the Net Asset Value of the Fund, the Company may, and it is expected that the Company will, elect not to account for tax on the deemed disposal. In this instance, the Company will notify relevant Shareholders that it has made such an election and those Shareholders will be obliged to account for the tax arising under the self-assessment system themselves. Further details of this are set out below under the heading "Taxation of Irish Resident Shareholders".


Irish Courts Service

Where Shares are held by the Irish Courts Service the Company is not required to account for Irish tax on a chargeable event in respect of those Shares. Rather, where money under the control or subject to the order of any Court is applied to acquire Shares in the Company, the Courts Service assumes, in respect of the Shares acquired, the responsibilities of the Company to, *inter alia*, account for tax in respect of chargeable events and file returns.

Exempt Irish Resident Shareholders

The Company will not be required to deduct tax in respect of the following categories of Irish Resident Shareholders, provided the Company has in its possession the necessary declarations from those persons (or an intermediary acting on their behalf) and the Company is not in possession of any information which would reasonably suggest that the information contained in the declarations is not, or is no longer, materially correct. A Shareholder who comes within any of the categories listed below and who (directly or through an intermediary) has provided the necessary declaration to the Company is referred to herein as an "Exempt Irish Resident":

- (a) a pension scheme which is an exempt approved scheme within the meaning of Section 774 of the TCA, or a retirement annuity contract or a trust scheme to which Section 784 or Section 785 of the TCA, applies;
- (b) a company carrying on life business within the meaning of Section 706 of the TCA;
- (c) an investment undertaking within the meaning of Section 739B(1) of the TCA;
- (d) a special investment scheme within the meaning of Section 737 of the TCA;

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- (e) a charity being a person referred to in Section 739D(6)(f)(i) of the TCA;
 - (f) a qualifying management company within the meaning of Section 739B(1) of the TCA;
 - (g) a unit trust to which Section 731(5)(a) of the TCA applies;
 - (h) a person who is entitled to exemption from income tax and capital gains tax under Section 784A(2) of the TCA where the Shares held are assets of an approved retirement fund or an approved minimum retirement fund;
 - (i) a person who is entitled to exemption from income tax and capital gains tax by virtue of Section 787I of the TCA, and the Shares are assets of a PRSA;
 - (j) a credit union within the meaning of Section 2 of the Credit Union Act, 1997;
 - (k) the National Pensions Reserve Fund Commission;
 - (l) the National Asset Management Agency;
 - (m) a company within the charge to corporation tax in accordance with Section 110(2) of the TCA (securitisation companies);
 - (n) in certain circumstances, a company within the charge to tax under Case I of Schedule D in respect of payments made to it by the Company; or
 - (o) any other person who is resident or ordinarily resident in Ireland who may be permitted to own Shares under taxation legislation or by written practice or concession of the Revenue Commissioners without giving rise to a charge to tax in the Company or jeopardising the tax exemptions associated with the Company.

There is no provision for any refund of tax to Shareholders who are Exempt Irish Residents where tax has been deducted in the absence of the necessary declaration. A refund of tax may only be made to corporate Shareholders who are within the charge to Irish corporation tax.

Taxation of Non-Irish Resident Shareholders

Non-Irish Resident Shareholders who (directly or through an intermediary) have made the necessary declaration of non-residence in Ireland, where required, are not liable to Irish tax on the income or gains arising to them from their investment in the Company and no tax will be deducted on distributions from the Company or payments by the Company in respect of a repurchase, redemption, cancellation or other disposal of their investment. Such Shareholders are generally not liable to Irish tax in respect of income or gains made from holding or disposing of Shares except where the Shares are attributable to an Irish branch or agency of such Shareholder.

Unless the Company is in possession of written notice of approval from the Revenue Commissioners to the effect that the requirement to provide the necessary declaration of non-residence has been complied with in respect of the Shareholder and the approval has not been withdrawn, in the event that a non-resident Shareholder (or an intermediary acting on its behalf) fails to make the necessary declaration of non-residence, tax will be deducted as described above on the happening of a chargeable event and notwithstanding that the Shareholder is not resident or ordinarily resident in Ireland any such tax deducted will generally not be refundable.

Where a Non-Irish Resident company holds Shares in the Company which are attributable to an Irish branch or agency, it will be liable to Irish corporation tax in respect of income and capital distributions it receives from the Company under the self assessment system.

Taxation of Irish Resident Shareholders

Deduction of Tax

Tax will be deducted and remitted to the Revenue Commissioners by the Company from any distributions made by the Company (other than on a disposal) to an Irish Resident Shareholder who is not an Exempt Irish Resident, where payments are made annually or at more frequent intervals at the rate of 25% and, where payments are made less frequently at the rate of 28%.

Tax will also be deducted by the Company and remitted to the Revenue Commissioners from any gain arising on an encashment, repurchase, redemption or other disposal of Shares by such a Shareholder at the rate of 28%. Any gain will be computed as the difference between the value of the Shareholder's investment in the Company at the date of the chargeable event and the original cost of the investment as calculated under special rules.

Deemed Disposals

Tax will also be deducted by the Company and remitted to the Revenue Commissioners in respect of any deemed disposal where the total value of Shares in a Fund held by Irish Resident Shareholders who are not Exempt Irish Residents is 10% or more of the Net Asset Value of the Fund. A deemed disposal will occur on each and every eighth anniversary of the acquisition of Shares in the Fund by such Shareholders. The deemed gain will be calculated as the difference between the value of the Shares held by the Shareholder on the relevant eighth year anniversary or, as described below where the Company so elects, the value of the Shares on the later of the 30 June or 31 December prior to the date of the deemed disposal and the relevant cost of those Shares. The excess arising will be taxable at the rate of 28%. Tax paid on a deemed disposal should be creditable against the tax liability on an actual disposal of those Shares.

Where the Company is obliged to account for tax on deemed disposals it is expected that the Company will elect to calculate any gain arising for Irish Resident Shareholders who are not Exempt Irish Residents by reference to the Net Asset Value of the relevant Fund on the later of the 30 June or 31 December prior to the date of the deemed disposal, in lieu of the value of the Shares on the relevant eight year anniversary.

The Company may elect not to account for tax arising on a deemed disposal where the total value of Shares in the relevant Fund held by Irish Resident Shareholders who are not Exempt Irish Residents is less than 10% of the Net Asset Value of the Fund. In this case, such Shareholders will be obliged to account for the tax arising on the deemed disposal under the self assessment system themselves. The deemed gain will be calculated as the difference between the value of the Shares held by the Shareholder on the relevant eighth year anniversary and the relevant cost of those Shares. The excess arising will be regarded as an amount taxable under Case IV of Schedule D and will be subject to tax at the rate of 28%. Tax paid on a deemed disposal should be creditable against the tax payable on an actual disposal of those Shares.

Residual Irish Tax Liability

Corporate Shareholders resident in Ireland which receive distributions (where payments are made annually or at more frequent intervals) from which tax has been deducted will be treated as having received an annual payment chargeable to tax under Case IV of Schedule D from which tax at the rate of 25% has been deducted. Subject to the comments below concerning tax on a currency gain, in general, such Shareholders will not be subject to further Irish tax on payments received in respect of their holding from which tax has been deducted. A corporate Shareholder resident in Ireland which holds the Shares in connection with a trade will be taxable on any income or gains received from the Company as part of that trade with a set-off against corporation tax payable for any tax deducted from those payments by the Company.

Subject to the comments below concerning tax on a currency gain, in general, non-corporate Irish Resident Shareholders will not be subject to further Irish tax on income arising on the Shares or gains made on disposal of the Shares, where the appropriate tax has been deducted by the Company from distributions paid to them.

Where a currency gain is made by a Shareholder on the disposal of Shares, the Shareholder will be liable to capital

gains tax in respect of that gain in the year/s of assessment in which the Shares are disposed of.

Any Irish Resident Shareholder who is not an Exempt Irish Resident and who receives a distribution from which tax has not been deducted (for example, because the Shares are held in a recognised clearing system) will be liable to account for income tax or corporation tax as the case may be on that payment. Where such Shareholder receives a gain on an encashment, redemption, cancellation or transfer from which tax has not been deducted, (for example, because the Shares are held in a recognised clearing system) the Shareholder will also be liable to account for income tax or corporation tax on the amount of the gain under the self-assessment system and in particular, Part 41 of the TCA. Shareholders who are individuals should also note that failure to comply with these provisions may result in them being subject to tax at their marginal rate (currently up to 41%) on the income and gains together with the health levy, surcharge, penalties, levies and interest.

Overseas Dividends

Dividends (if any) and interest which the Company receives with respect to investments (other than securities of Irish issuers) may be subject to taxes, including withholding taxes, in the countries in which the issuers of the investments are located. It is not known whether the Company will be able to benefit from reduced rates of withholding tax under the provisions of the double tax treaties which Ireland has entered into with various countries.

However, in the event that the Company receives any repayment of withholding tax suffered, the Net Asset Value of the relevant Fund will not be restated and the benefit of any repayment will be allocated to the then existing Shareholders rateably at the time of such repayment.

Stamp duty

On the basis that the Company qualifies as an investment undertaking within the meaning of Section 739B of the TCA, generally, no stamp duty will be payable in Ireland on the issue, transfer, repurchase or redemption of Shares in the Company. However, where any subscription for or redemption of Shares is satisfied by an in-kind or in specie transfer of Irish securities or other Irish property, Irish stamp duty might arise on the transfer of such securities or properties.

No Irish stamp duty will be payable by the Company on the conveyance or transfer of stock or marketable securities of a company not registered in Ireland, provided that the conveyance or transfer does not relate to any immovable property situated in Ireland or any right over or interest in such property, or to any stocks or marketable securities of a company (other than a company which is an investment undertaking within the meaning of Section 739B of the TCA) which is registered in Ireland.

Residence

In general, investors in the Company will be either individuals, corporate entities or trusts. Under Irish rules, both individuals and trusts may be resident or ordinarily resident. The concept of ordinary residence does not apply to corporate entities.

Individual Investors

Test of Residence

An individual will be regarded as resident in Ireland for a particular tax year if the individual is present in Ireland: (1) for a period of at least 183 days in any one tax year; or (2) for a period of at least 280 days in any two consecutive tax years, provided that the individual is resident in Ireland for at least 31 days in each tax year. In determining days present in Ireland an individual is deemed to be present if the individual is in the country at the end of the day (midnight).

If an individual is not resident in Ireland in a particular tax year the individual may, in certain circumstances, elect to be treated as resident.

Test of Ordinary Residence

If an individual has been resident for the three previous tax years then the individual will be deemed “ordinarily resident” from the start of the fourth year. An individual will remain ordinarily resident in Ireland until the individual has been non-resident for three consecutive tax years.

Trust Investors

A trust will generally be regarded as an Irish Resident where all of the trustees are resident in Ireland. Trustees are advised to seek specific tax advice if they are in doubt as to whether the trust is an Irish Resident.

Corporate Investors

A company will be Irish resident if its central management and control is in Ireland or (in certain circumstances) if it is incorporated in Ireland. For Ireland to be treated as the location of a company’s central management and control this typically means Ireland is the location where all fundamental policy decisions of the company are made.

All companies incorporated in Ireland are resident in Ireland for tax purposes except where:

- (i) the company or a related company carries on a trade in Ireland, and either (a) the company is ultimately controlled by persons resident in a “relevant territory”, being an EU member state (other than Ireland) or a country with which Ireland has a double taxation agreement in force by virtue of Section 826(1) of the TCA or that is signed and which will come into force once all the ratification procedures set out in Section 826(1) of the TCA have been completed, or (b) the principal class of the shares in the company or a related company is substantially and regularly traded on a recognised stock exchange in a relevant territory; or
- (ii) the company is regarded as resident in a country other than Ireland and not resident in Ireland under a double taxation agreement between Ireland and that other country.

A company coming within either (i) or (ii) above will not be regarded as resident in Ireland unless its central management and control is in Ireland.

Disposal of Shares and Irish Capital Acquisitions Tax

(a) Persons Domiciled or Ordinarily Resident in Ireland

The disposal of Shares by means of a gift or inheritance made by a disponent domiciled or ordinarily resident in Ireland or received by a beneficiary domiciled or ordinarily resident in Ireland may give rise to a charge to Irish Capital Acquisitions Tax for the beneficiary of such a gift or inheritance with respect to those Shares.


(b) Persons Not Domiciled or Ordinarily Resident in Ireland

On the basis that the Company qualifies as an investment undertaking within the meaning of Section 739B of the TCA, the disposal of Shares will not be within the charge to Irish Capital Acquisitions Tax provided that;

- the Shares are comprised in the gift or inheritance at the date of the gift or inheritance and at the valuation date;
- the donor is not domiciled or ordinarily resident in Ireland at the date of the disposition; and
- the beneficiary is not domiciled or ordinarily resident in Ireland at the date of the gift or inheritance.

EU Savings Directive

Ireland has implemented the EC Council Directive 2003/48/EC on the taxation of savings income into national law. Accordingly, where the Administrator, Paying Agent or such other entity as could be considered to be a paying agent for these purposes, makes a payment of interest (which may include an income or capital distribution payment) on behalf of the Fund to an individual or to certain residual entities, resident in another Member State of the European



Union (or certain associated and dependent territories of a Member State), it will be obliged to provide details of the payment and certain details relating to the Shareholders (including the Shareholder's name and address) to the Irish Revenue Commissioners. The Irish Revenue Commissioners in turn are obliged to provide such information to the competent authorities of the state or territory of residence of the individual or residual entity concerned.

The Administrator, Paying Agent or such other entity considered to be a paying agent for these purposes shall be entitled to require Shareholders to provide any information regarding tax status, identity or residency in order to satisfy the disclosure requirements in this Directive and Shareholders will be deemed by their subscription for Shares in the Fund to have authorised the automatic disclosure of such information by the Administrator, Paying Agent or other relevant person to the relevant tax authorities.

GENERAL

Conflicts of Interest

The Directors, the Manager, the Custodian and Trustee, the Administrator, the Adviser and Distributor, a Money Manager and the Distributor may from time to time act as directors, manager, custodian and trustee, registrar, administrator, investment adviser, distributor or dealer in relation to, or be otherwise involved in, other collective investment schemes established by parties other than the Company which have similar investment objectives to those of the Company and the Fund. In addition, a Director may from time to time be a director, shareholder, officer, employee or consultant of brokerage firms with or through whom portfolio transactions for the Fund are effected. It is, therefore, possible that any of them may, in the course of business, have potential conflicts of interests with the Company and the Fund. Each will, at all times, have regard in such event to its obligations to the Company and the Fund and will endeavour to ensure that such conflicts are resolved fairly. In addition, any of the foregoing may deal, as principal or agent, with the Company, provided that such dealings are carried out as if effected on normal commercial terms negotiated on an arm's length basis and that such dealings are in the best interests of Shareholders. The Adviser may also act as a Money Manager for the Fund and will receive a fee in relation to its appointment in this role.

Dealings will be deemed to have been effected on normal commercial terms negotiated at arm's length if: (1) a certified valuation of a transaction by a person approved by the Custodian and Trustee as independent and competent is obtained; or (2) the transaction is executed on best terms on an organised investment exchange in accordance with the rules of such exchange; or, where (1) and (2) are not practical, (3) the transaction is executed on terms which the Custodian and Trustee, or the Directors in the case of a transaction involving the Custodian and Trustee, is satisfied are normal commercial terms negotiated at arm's length.

Certain of the Directors of the Company are connected with the Manager, the Distributor and their affiliates. However, in their capacity as Directors of the Company they will function as persons with independent fiduciary duties and will not be subject to the control of the Manager or the Adviser and Distributor. The Directors shall not be liable to account to the Company in respect of such conflict for example as a result of receiving remuneration as a director of the Manager or the Adviser and Distributor.

A Money Manager may enter into transactions on a soft commission basis, i.e., utilise the services and expertise of brokers in return for the execution of trades through such brokers, provided that the transactions are entered into on the principle of best execution, the benefits provided in the transaction will assist in the provision of investment services to the Company and such transactions are disclosed in the next annual report of the Company.

The Funds and Segregation of Liability

The Company is an umbrella fund with segregated liability between Funds.

The assets and liabilities of a Fund will be allocated in the following manner:

- (a) the proceeds from the issue of Shares representing a Fund shall be applied in the books of the Company to the Fund and the assets and liabilities and income and expenditure attributable thereto shall be applied to such Fund subject to the provisions of the Memorandum and Articles of Association;
- (b) where any asset is derived from another asset, such derivative asset shall be applied in the books of the Company to the same Fund as the assets from which it was derived and in each valuation of an asset, the increase or diminution in value shall be applied to the relevant Fund;
- (c) where the Company incurs a liability which relates to any asset of a particular Fund or to any action taken in connection with an asset of a particular Fund, such a liability shall be allocated to the relevant Fund, as the case may be; and
- (d) where an asset or a liability of the Company cannot be considered as being attributable to a particular Fund, such asset or liability, subject to the approval of the Custodian and Trustee shall be allocated to all the Funds



pro rata to the Net Asset Value of each Fund.

Any liability incurred on behalf of or attributable to any Fund shall be discharged solely out of the assets of that Fund, and neither the Company nor any Director, receiver, examiner, liquidator, provisional liquidator or other person shall apply, nor be obliged to apply, the assets of any such Fund in satisfaction of any liability incurred on behalf of, or attributable to, any other Fund.

There shall be implied in every contract, agreement, arrangement or transaction entered into by the Company the following terms, that:

- (i) the party or parties contracting with the Company shall not seek, whether in any proceedings or by any other means whatsoever or wheresoever, to have recourse to any assets of any Fund in the discharge of all or any part of a liability which was not incurred on behalf of that Fund;
- (ii) if any party contracting with the Company shall succeed by any means whatsoever or wheresoever in having recourse to any assets of any Fund in the discharge of all or any part of a liability which was not incurred on behalf of that Fund, that party shall be liable to the Company to pay a sum equal to the value of the benefit thereby obtained by it; and
- (iii) if any party contracting with the Company shall succeed in seizing or attaching by any means, or otherwise levying execution against, the assets of a Fund in respect of a liability which was not incurred on behalf of that Fund, that party shall hold those assets or the direct or indirect proceeds of the sale of such assets on trust for the Company and shall keep those assets or proceeds separate and identifiable as such trust property.

All sums recoverable by the Company shall be credited against any concurrent liability pursuant to the implied terms set out in (i) to (iii) above.

Any asset or sum recovered by the Company shall, after the deduction or payment of any costs of recovery, be applied so as to compensate the Fund.

In the event that assets attributable to a Fund are taken in execution of a liability not attributable to that Fund, and in so far as such assets or compensation in respect thereof cannot otherwise be restored to the Fund affected, the Directors, with the consent of the Custodian and Trustee, shall certify or cause to be certified, the value of the assets lost to the Fund affected and transfer or pay from the assets of the Fund or Funds to which the liability was attributable, in priority to all other claims against such Fund or Funds, assets or sums sufficient to restore to the Fund affected, the value of the assets or sums lost to it.


A Fund is not a legal person separate from the Company but the Company may sue and be sued in respect of a particular Fund and may exercise the same rights of set-off, if any, as between its Funds as apply at law in respect of companies and the property of a Fund is subject to orders of the court as it would have been if the Fund were a separate legal person.

Separate records shall be maintained in respect of each Fund.

The Share Capital

The paid up share capital of the Company shall at all times equal its Net Asset Value. The issued share capital of the Company shall not be less than EUR2 represented by two Subscriber Shares of no par value and the maximum issued share capital shall be not more than EUR500 billion divided into an unspecified number of Shares of no par value.

Each of the Shares (other than the Subscriber Shares) entitles the Shareholder to participate equally on a pro rata basis in the dividends and net assets of the Classes of Shares of the Fund in respect of which the Shares have been issued, save in the case of dividends declared prior to becoming a Shareholder. The proceeds from the issue of Shares shall be applied in the books and records of the Company to the relevant Class of Shares of the Fund and shall be used in the acquisition on behalf of the Fund of assets in which the Fund may invest. The books and records and accounts of each



Fund shall be maintained separately.

Except in relation to any non-voting Shares, each of the Shares entitles the holder to attend and vote at meetings of the Company and of the Fund represented by those Shares. The Articles of Association provide that matters may be determined at meetings of the Shareholders on a show of hands unless a poll is requested by five Shareholders, or by Shareholders holding 10% or more of the Shares, or unless the Chairman of the meeting requests a poll. Each Shareholder shall have one vote on a show of hands in respect of Shares which carry voting rights. Each such Share gives the holder thereof one vote in relation to any matters relating to the Company which are submitted to Shareholders to a vote by poll. No Class of Shares confers on the holder thereof any preferential or pre-emptive rights or any rights to participate in the profits and dividends of any other Class of Shares or any voting rights in relation to matters relating solely to any other Class of Shares.

Any resolution to alter the Class rights of Shares which carry voting rights requires the approval of three-quarters of the holders of the Shares represented or present and voting at a general meeting of the Class duly convened in accordance with the Articles of Association. The quorum for any general meeting of the Class convened to consider any alteration to the Class rights of the Shares shall be such number of Shareholders being two or more persons whose holdings comprise one-third of the Shares.

The Articles of Association of the Company empower the Directors to issue fractional Shares in the Company. Fractional Shares shall not carry any voting rights at general meetings of the Company or of the Fund and the Net Asset Value of any fractional Share shall be the Net Asset Value per Share adjusted in proportion to the fraction. Fractional Shares shall be rounded to two decimal places.

The Subscriber Shares entitle the Shareholders holding them to attend and vote at all meetings of the Company, but do not entitle the holders to participate in the dividends or net assets of the Company.

Meetings and Votes of Shareholders

All general meetings of the Company shall be held in Ireland. In each year, the Company shall hold a general meeting as its annual general meeting. Twenty-one days' notice (excluding the day of posting and the day of the meeting) shall be given in respect of each general meeting of the Company. The notice shall specify the venue and time of the meeting and the business to be transacted at the meeting. A proxy may attend on behalf of any Shareholder. An ordinary resolution is a resolution passed by a plurality of votes cast and a special resolution is a resolution passed by a majority of 75% or more of the votes cast.

Reports

In each year the Directors shall cause to be prepared an annual report and audited annual accounts for the Company which shall be circulated to Shareholders and sent to the Financial Regulator within four months of the financial year end to which it relates. The most recent audited report shall be sent to prospective Shareholders on request.


Annual accounts shall be made up to 31 December in each year and the next audited accounts shall cover the period to 31 December 2010.

Audited annual reports and other reports shall be sent by electronic communications and will be made available for inspection at the registered office of the Company.

Termination

All of the Shares of the Company or the Fund, as the case may be, may be repurchased by the Company in the following circumstances:

- (i) if 75% of the holders of the Shares voting at a general meeting of the Company or any Fund, of which not more than six and not less than four weeks' notice has been given, approve the repurchase of the Shares; or

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- (ii) if, at any time after the end of the Initial Offer Period the Net Asset Value of the Company or any Fund on each Dealing Day within a period of 5 consecutive weeks is less than the foreign currency equivalent of U.S.\$75,000,000, provided that notice of not less than 4 and not more than 6 weeks has been given to the holders of the Shares of the Company or a Fund within 4 weeks of such period; or
 - (iii) on any 5th anniversary of the incorporation of the Company, provided that notice of not less than 4 and not more than 6 weeks has been given to the holders of the Shares; or
 - (iv) if no replacement custodian and trustee shall have been appointed during the period of 90 days commencing on the date the Custodian and Trustee or any replacement thereof shall have notified the Company of its desire to retire as custodian and trustee or shall have ceased to be approved by the Financial Regulator.

Where a repurchase of Shares would result in the number of Shareholders falling below the minimum number stipulated by statute or where a repurchase of Shares would result in the issued share capital of the Company falling below such minimum amount as the Company may be obliged to maintain pursuant to applicable law, the Company may defer the repurchase of the minimum number of Shares sufficient to ensure compliance with applicable law. The repurchase of such Shares will be deferred until the Company is wound up or until the Company procures the issue of sufficient Shares to ensure that the repurchase can be effected. The Company shall be entitled to select the Shares for deferred repurchase in such manner as it may deem to be fair and reasonable and as may be approved by the Custodian and Trustee.

The assets available for distribution among the Shareholders shall be applied in the following priority:

- (i) firstly, in the payment to the Shareholders of each Class of each Fund of a sum in the Class Currency in which that class is denominated or in any other currency selected by the liquidator as nearly as possible equal (at a rate of exchange reasonably determined by the liquidator) to the Net Asset Value of the Shares of such Class held by such holders respectively as at the date of commencement of the winding up provided that there are sufficient assets available in the relevant Fund to enable such payment to be made. In the event that, as regards any Class of Shares, there are insufficient assets available in the relevant Fund to enable such payment to be made, recourse shall be had to the assets of the Company not comprised within any of the Funds;
- (ii) secondly, in the payment to the holders of the Subscriber Shares of sums up to the amount paid thereon (plus any interest accrued) out of the assets of the Company not comprised within any Funds remaining after any recourse thereto under paragraph (i) above. In the event that there are insufficient assets as aforesaid to enable such payment in full to be made, no recourse shall be had to the assets comprised within any of the Funds;
- (iii) thirdly, in the payment to the Shareholders of any balance then remaining in the relevant Fund, such payment being made in proportion to the number of Shares held; and
- (iv) fourthly, in the payment to the Shareholders of any balance then remaining and not comprised within any of the Funds, such payment being made in proportion to the value of each Fund and within each Fund to the value of each Class and in proportion to the Net Asset Value per Share.

With the authority of a special resolution of the Shareholders, the Company may make distributions in specie to Shareholders and if so requested by a Shareholder the Company shall arrange the sale of assets distributed in specie provided, in such event, that the Company shall have no liability to the Shareholder if the price obtained by the Company is less than the price at which the assets are valued and the Shareholder will bear all transactions costs arising. If all of the Shares are to be repurchased and it is proposed to transfer all or part of the assets of the Company to another company, the Company with the sanction of a special resolution of Shareholders may exchange the assets of the Company for shares or similar interests in the transferee company for distribution among Shareholders.

On a winding up of the Company, the assets available for distribution shall be distributed pro rata to the number of the Shares held by each Shareholder.

Miscellaneous

- (i) The Company is not engaged in any legal or arbitration proceedings and no legal or arbitration proceedings are known to the Directors to be pending or threatened by or against the Company.
- (ii) Mr. Beveridge, Mr. Fern, Mr. Gunning, Mr. Willman, Mr. Jenkins and Mr. Schoenheimer are employees of Frank Russell Company or its subsidiaries. There are no service contracts in existence between the Company and any of its Directors, nor are any such contracts proposed.
- (iii) None of the Directors is interested in any contract or arrangement subsisting at the date hereof which is significant in relation to the business of the Company except that the Fund may invest in a Portfolio Fund of which one or more of the Directors is also a director.
- (iv) At the date of this Prospectus, neither the Directors nor their spouses nor their infant children nor any connected person have any beneficial interest in the share capital of the Company or any options in respect of such capital.
- (v) No share or loan capital of the Company is under option or is agreed conditionally or unconditionally to be put under option.
- (vi) Save as disclosed herein in the section entitled “Fees and Expenses”, no commissions, discounts, brokerage or other special terms have been granted by the Company in relation to Shares issued by the Company.
- (vii) The Company does not have, nor has it had since its incorporation, any employees or subsidiary companies.
- (viii) At the date of this Prospectus the Company does not have any loan capital (including term loans) outstanding or created but unissued, and no outstanding mortgages, charges or other borrowings or indebtedness in the nature of borrowings, including bank overdrafts and liabilities under acceptances or acceptance credit, hire purchase or finance lease commitments, guarantees or other contingent liabilities.

Material Contracts

The Company’s material contracts are set out in Schedule II.

Supply and Inspection of Documents

The following documents are available for inspection free of charge during normal business hours on weekdays (Saturdays and public holidays excepted) at the registered office of the Company:

- (a) memorandum and articles of association of the Company;
- (b) the material contracts referred to above;
- (c) the certificate of incorporation;
- (d) Part XIII of the Companies Act, 1990 of Ireland (as amended from time to time) and the notices issued by the Financial Regulator thereunder.

Copies of the memorandum and articles of association of the Company (each as amended from time to time) and the latest financial reports of the Company, as appropriate, may be obtained, free of charge, upon request at the registered office of the Company.

SCHEDULE 1

CHARACTERISTICS OF CLASSES OF SHARES

The characteristics of each Class of Shares are listed below. Please also refer to the section titled “General Share Class Information” for information regarding availability conditions and investment minimums.

The Initial Offer Period for all “new” Classes of Shares set out below will begin on 21 April 2010 and will continue until 20 October 2010.

OpenWorld Commodities Long/Neutral Strategy

Share Class	Class Currency	Hedged Currency Class	Management Fee as a % of Net Asset Value per Class	Initial Offer Price	Initial Offer Period Status	Voting Class
A US\$	US\$	No	1.50	1000	Existing	Yes
B US\$	US\$	No	1.75	1000	New	Yes
I US\$	US\$	No	0.70	1000	New	Yes
I US\$ - NV	US\$	No	0.70	1000	New	No
P US\$	US\$	No	0.55	1000	Existing	Yes
A EURO	EURO	No	1.50	1000	New	Yes
B EURO	EURO	No	1.75	1000	New	Yes
I EURO	EURO	No	0.70	1000	New	Yes
P EURO	EURO	No	0.55	1000	New	Yes
A EURO H	EURO	Yes	1.55	1000	New	Yes
B EURO H	EURO	Yes	1.80	1000	New	Yes
I EURO H	EURO	Yes	0.75	1000	New	Yes
P EURO H	EURO	Yes	0.60	1000	New	Yes
A STG£ H	STG£	Yes	1.55	1000	New	Yes
B STG£ H	STG£	Yes	1.80	1000	New	Yes

I STG£ H	STG£	Yes	0.75	1000	Existing	Yes
P STG£ H	STG£	Yes	0.60	1000	New	Yes
A JP¥	JP¥	No	1.50	100,000	New	Yes
I JP¥	JP¥	No	0.70	100,000	New	Yes
P JP¥	JP¥	No	0.55	100,000	New	Yes
A JP¥ H	JP¥	Yes	1.55	100,000	New	Yes
I JP¥ H	JP¥	Yes	0.75	100,000	New	Yes
P JP¥ H	JP¥	Yes	0.60	100,000	New	Yes



SCHEDULE II

MATERIAL CONTRACTS

The following contracts, details of which have been sent out in the section entitled “Management and Administration”, have been entered into and are, or may be, material:

- The Management Agreement dated 20 June 2007 between the Company and the Manager, pursuant to which the latter was appointed manager in relation to the Company.
- The Administration Agreement dated 19 December 2008 among the Company, the Manager and the Administrator, pursuant to which the latter was appointed administrator in relation to the Company.
- The Custodian and Trusteeship Agreement dated 19 December 2008 between the Company and the Custodian and Trustee, pursuant to which the latter was appointed custodian and trustee in relation to the Company.
- The Advisory Agreement dated 31 October 2007 between the Manager and the Adviser pursuant to which the latter was appointed as Adviser to the Manager.
- The Distribution Agreement dated 31 October 2007 between the Manager and Distributor pursuant to which the latter was appointed to distribute the Funds.
- The Support Services Agreement dated 22 December 2009 between the Manager and the Adviser pursuant to which the Adviser was appointed to provide certain operational support services in respect of the Company.