

Form 604

Corporations Act 2001

Section 671B

Notice of change of interests of substantial holder

To: Company Name/Scheme PM CAPITAL ASIAN OPPORTUNITIES FUND LIMITED
ACN/ARSN: 168 666 171

1. Details of substantial holder (1)

Name: PM Capital Global Opportunities Fund Limited ("PGF")

ACN/ARSN: 166 064 875

There was a change in the interests of the substantial holder on: 27/09/2021

The previous notice was given to the company on: 15/09/2021

The previous notice was dated: 15/09/2021

2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous Notice		Present Notice	
	Person's Votes	Voting Power	Person's votes	Voting power (6)
Ordinary shares	11,424,181	19.96%	11,424,181	19.96%

This notice is given to reflect the change in registered holder of the securities (see section 4) resulting from the direction given by PM Global Opportunities Fund Limited (PGF) under clause 5.17 of the Investment Management agreement (IMA) between PM Capital Limited and PGF which included a direction that the shares held by Morgan Stanley International Plc on behalf of PGF be registered directly in the name of PGF. The direction given by PGF to PM Capital Limited, clause 5.17 of the IMA and a summary of the key terms of the IMA are attached to this notice.

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of Change	Person whose relevant interest changed	Nature of change	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
See Section 2 above					

4. Details of present relevant holders

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered Holder of Securities	Person entitled to be registered as holder	Nature of relevant interest	Class and number of securities	Person's votes
PM Capital Global Opportunities Fund Ltd	PM Capital Global Opportunities Fund Ltd	PM Capital Global Opportunities Fund Ltd	PM Capital Global Opportunities Fund Ltd beneficially owns the ordinary fully paid shares	11424181 Fully Paid Ordinary	11,424,181

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name of ACN/ARSN	Nature of Association
N/A	

6. Addresses

The addresses of persons named in this form are as follows:

Name	Address
PM Capital Global Opportunities Fund Ltd	Lvl 11 , 68 York Street, Sydney NSW 2000

Signature

print name: **Richard Matthews** Capacity Company Secretary

Sign here Signed - RM Date: 1/10/2021

14 September 2021

Directors
PM Capital Limited
Level 11, 68 York Street
Sydney NSW 2000

By Email: bskilbeck@pmcapital.com.au
pmoore@pmcapital.com.au

Dear Directors

RE: INSTRUCTION UNDER THE IMA - ACQUISITION DISPOSAL AND VOTING OF SHARES HELD BY THE COMPANY IN PM CAPITAL ASIAN OPPORTUNITIES FUND LIMITED

We refer to the Investment Management Agreement between PM Capital Global Opportunities Fund Limited (Company) and PM Capital Limited (ABN 69 083 644 731) dated 1 November 2013 ("IMA").

Pursuant to Clause 5.17, the Company instructs the Investment Manager as follows:

- it must not acquire or dispose of any securities held by the Company in PM Capital Asian Opportunities Fund Limited (ASX Code: PAF.ax); and
- it must not hold or exercise any rights of voting the shares on any resolutions put to a meeting of shareholders by PM Capital Asian Opportunities Fund Limited (ASX Code: PAF.ax).

These instructions are effective immediately.

We further instruct the Investment Manager to do all things necessary to facilitate the moving of the 11,424,181 PAF shares that are held beneficially on behalf of PGF by the custodian (Morgan Stanley International plc) out of custody, with the shares to be registered directly in the name of PM Capital Global Opportunities Fund Limited (issuer sponsored).

Yours faithfully

PM Capital Global Opportunities Fund Limited



Richard Matthews
Company Secretary

Compliance with Applicable Regulations

- 5.15 Subject to Clause 5.16, the Manager must comply with any Applicable Regulations to the extent that it concerns the functions, powers and duties of the Manager under this Agreement.
- 5.16 The Company acknowledges that:
- 5.16.1 the Manager may act on any instructions given by an Authorised Person of the Company without investigating whether the act will comply with the Applicable Regulations, but is not obliged to comply with any direction that, after notice in writing to the Company, it reasonably believes will cause a breach of the Applicable Regulations; and
 - 5.16.2 the Manager is not responsible for ensuring that the Company complies with any Applicable Regulations applicable to the Company or any constitutional documents or legislation regulating the Company or the Portfolio except to the extent that it directly concerns the functions, powers and duties of the Manager in relation to the management of the Portfolio in accordance with this Agreement or an Authorised Person of the Company has given a specific direction or instruction in writing to the Manager directing the Manager not to invest in certain specific investments or to otherwise take or omit to take specified actions.

Directions

- 5.17 Subject to Clauses 5.17 to 5.22, throughout the Term the Manager must comply with all proper and reasonable directions and instructions given to it by the Company.
- 5.18 The Company cannot require the Manager to undertake duties not imposed on the Manager by this Agreement, to act contrary to this Agreement or in a manner which in the reasonable opinion of the Manager will, or is likely to result in a breach by the Manager of the terms of this Agreement.
- 5.19 The Company cannot give the Manager any directions or instructions that are inconsistent with the Investment Strategy, including any directions or instructions to acquire or dispose of an Investment or to alter the amount of borrowings for the Portfolio.
- 5.20 The Company may give directions or instructions to the Manager to realise cash in order to enable the Company to satisfy any expenses incurred or to be incurred by the Company, any return of capital to the Company's shareholders or pay dividends but may not direct or instruct the Manager to realise specific Investments in the Portfolio.
- 5.21 The Manager must promptly notify the Company of any directions or instructions given to it by an Authorised Person of the Company which have not been complied with.
- 5.22 If the Manager acts in accordance with any directions given to it by the Company, then the Company is solely responsible for the consequences of the Manager's actions, and in particular:
- 5.22.1 the consequences of the Manager acting in accordance with the Company's directions will not be grounds for termination or breach of this Agreement; and

- 5.22.2 the Manager is entitled to an indemnity from the Company in its capacity as the Company, in respect of losses, damage, costs and expenses suffered or incurred by the Manager as a result of the Manager acting in accordance with the directions unless any such consequence is a result of the Manager's negligence, default, fraud or dishonesty.

6. EXPENSES

- 6.1 The Company is liable for and must pay out of the Portfolio (or if paid by the Manager, reimburse the Manager out of the Portfolio) the following fees, costs and expenses when properly incurred in connection with the investment and management of the Portfolio, the acquisition, disposal or maintenance of any Investment or performance of the Manager's obligations under this Agreement:

- 6.1.1 all stamp duties, financial institutions duty, bank account debits tax and taxes incurred by the Company or the Manager (or both) in connection with:
- 6.1.1.1 the acquisition and negotiation of any Investment or Proposed Investment;
 - 6.1.1.2 any sale or proposed sale, transfer, exchange, replacement or other dealing or proposed dealing with or disposal or proposed disposal of any Investment;
 - 6.1.1.3 the receipt of income or other entitlements from the Investments of the Portfolio;
 - 6.1.1.4 the engagement of any custodian to hold any Investment on behalf of the Company; and
- 6.1.2 the costs of calling and holding general meetings of the Company;
- 6.1.3 fees payable to ASIC or any other regulatory body;
- 6.1.4 ongoing listing fees payable associated with the Company's admission to ASX, and legal fees incurred by the Company in obtaining advice in relation to compliance with the ASX Listing Rules and the Corporations Act;
- 6.1.5 outgoings in relation to the Portfolio such as insurance premiums, rates, levies, duties and taxes;
- 6.1.6 all costs, legal fees, fees, disbursements and expenses, commissions and brokerage incurred by the Company or the Manager (or both) in connection with:
- 6.1.6.1 the acquisition and negotiation of any Investment or Proposed Investment;
 - 6.1.6.2 any sale or proposed sale, transfer, exchange, replacement or other dealing or proposed dealing with or disposal or proposed disposal of any Investment; and

9 Material Contracts

The Directors consider that the material contracts described below are those which an investor would reasonably regard as material and which investors and their professional advisers would reasonably expect to find described in this Prospectus for the purpose of making an informed assessment of an investment in the Company under the Offer.

This Section contains a summary of the material contracts and their substantive terms which are not otherwise disclosed elsewhere in this Prospectus.

9.1 Management Agreement

The Company has entered into the Management Agreement with the Manager on 1 November 2013 with respect to the management of the Portfolio. A summary of the material terms of the Management Agreement are set out below.

Services

Under the Management Agreement, the Manager will manage the Portfolio and manage and supervise all investments in accordance with the terms of the Management Agreement, without the approval of the Directors.

The Manager will also provide or procure the provision of administrative support services reasonably required by the Company to conduct its business. These services include:

- (a) maintenance of the corporate, tax and statutory records of the Company;
- (b) compliance with the Company's obligations under the Corporations Act and the Listing Rules;
- (c) liaison with the Share Registry;
- (d) preparation of the Company's monthly net tangible asset backing reports and arranging for the lodgement of such reports in a timely manner to enable the Company to comply with its reporting requirements under the Listing Rules;
- (e) preparation of the Company's half-year reports and annual reports, and arranging for the printing and distribution of such reports; and
- (f) the provision of information necessary for the maintenance of financial accounts of the Company to be completed.

Powers and discretions of Manager

Subject to the Corporations Act, the Listing Rules and any written guidelines issued by the Company, the Manager will, on behalf of the Company, invest money constituted in or available to the Portfolio in making, holding, realising and disposing of investments.

Subject to the Manager managing the Portfolio in accordance with investment objectives, strategy, guidelines, permitted investments and elements of investment set out in Section 3 (**Investment Strategy**) and any proper and reasonable directions or instructions given by the Company, the Manager has absolute and unfettered discretion to manage the Portfolio and to do all things considered necessary or desirable in relation to the Portfolio, including, without limitation:

- (a) investigation of, negotiation for, acquisition of, or disposal of the Company's investments;
- (b) selling, realising or dealing with all or any of the Company's investments or varying, converting, exchanging or adding other investments in lieu of those investments;
- (c) if any investments in the Portfolio are redeemed or the capital paid on the investment is wholly or partly repaid by the entity by which that investment was created or issued, to convert that investment into a new investment or accept repayment of the capital paid or advanced on the investment and any other monies payable in connection with that redemption or repayment and invest such monies in other investments;
- (d) retaining or selling any shares, debentures or other property received by the Company by way of bonus, or in lieu of, or in satisfaction of, a dividend in respect of any investments or from the amalgamation or reconstruction of any company; and
- (e) selling all or some of the rights to subscribe for new securities in the Company's investments, using all or part of the proceeds of such sale for the subscription of new securities or to subscribe for securities pursuant to those rights.

Delegation

The Manager may, with the prior approval of the Company, appoint or employ any person, including any related body corporate of the Manager, to be a sub-contractor for the Manager to perform any or all of the duties and obligations imposed on the Manager by the Management Agreement.

However, the Manager may only appoint and engage a related body corporate of the Manager to provide services in relation to the investment and management of the Portfolio.

Monthly Valuations

The Manager must arrange for calculation of the value of the Portfolio and the net tangible asset backing of each share in each class of shares in accordance with the Listing Rules at least monthly and provide such calculations to the Company.

The value of the Portfolio shall be determined by aggregating the value of each investment forming part of or comprised in the Portfolio and each investment shall be valued in accordance with the following methodology:

- (a) cash (including income) – the amount of such cash;
- (b) securities – the market value of such securities determined in accordance with Australian accounting standards (unless otherwise agreed by the Company and the Manager); and
- (c) other investments – if any investment is not included in (a) or (b) above, the value of that investment determined in accordance with Australian accounting standards.

The Company may request that the value of an investment be determined by a duly qualified valuer independent of both the Company and the Manager (**Approved Valuer**), which is recommended by the Manager having regard to the particular type or types of investment which are the subject of the valuation. The Manager may also appoint an Approved Valuer to calculate the value of the Portfolio.

All costs incurred by the Manager in arranging these calculations are to be paid by the Company under the Management Agreement. However, the Manager has indicated that it does not currently intend to on-charge such costs to the Company for the foreseeable future.

Fees

Management fee

The Manager is entitled to be paid a management fee equal to 1.00% p.a. of the Portfolio Net Asset Value (as defined in (e) below). The management fee is calculated and accrued on the last day of each month and paid at the end of each quarter in arrears.

Performance Fee

At the end of each financial year, the Manager will be entitled to receive a performance fee (**Performance Fee**) from the Company. The terms of the Performance Fee are outlined below:

- (a) The Performance Fee is calculated and accrued monthly using the following formula:
$$P = 15\% \times (A - B) \times \text{Portfolio Net Asset Value at the end of the last day of the relevant month}$$

where:

P is the Performance Fee for the relevant month;

A is the Investment Return of the Portfolio for the relevant month; and

B is the Benchmark Return for the relevant month.

- (b) The Performance Fee for each month in a Financial Year will be aggregated (including any negative amounts carried forward) and paid annually in arrears if the aggregate Performance Fee for that Financial Year (including any negative amounts carried forward) is a positive amount provided that:
 - i. if the aggregate Performance Fee for a Financial Year is a negative amount, no Performance Fee shall be payable to the Manager in respect of that Financial Year, and the negative amount shall be carried forward to the following Financial Year; and
 - ii. any negative aggregate Performance Fee amounts from previous Financial Years that are not recouped in a Financial Year shall be carried forward to the following Financial Year.
- (c) “**Investment Return**” means the percentage by which the Portfolio Net Asset Value at the end of the last day of the relevant month exceeds or is less than the Portfolio Net Asset Value at the end of the last day of the month immediately prior to the relevant month, excluding any additions to or reductions in equity in the Company during the relevant month including dividend reinvestments, new issues, the exercise of share options, share buy-backs, payment of dividends and the payment of tax.
- (d) “**Benchmark Return**” means, in respect of the relevant month, the percentage by which the Morgan Stanley Capital International World Index (AUD) increases or decreases over the course of the relevant month.
- (e) “**Portfolio Net Asset Value**” means the Portfolio Market Value reduced by any accrued but unpaid expenses of the Company, but not provisions for tax payable, and after subtracting any borrowings drawn down and adding back any borrowings repaid.
- (f) “**Portfolio Market Value**” means the market value of the assets of the Portfolio.
- (g) “**Financial Year**” means the period from 1 July in one year until 30 June in the following year except that the first financial year is from the commencement date until the following 30 June, and the final financial year is from the 1 July immediately preceding the date of termination of the Agreement until that date of termination.

Payment of Performance Fees

If a Performance Fee is payable for a Financial Year, the Company must pay the Performance Fee to the Manager 10 Business Days (as defined in the Agreement) after the end of the Financial Year (**Payment Date**) as follows:

1. If the Manager elects five Business Days prior to the Payment Date that all or part of the Performance Fee (**Relevant Amount**) is to be applied to the issue of ordinary shares in the Company (**Shares**), the Company must, if permitted by the Applicable Regulations without receiving any approvals from the shareholders of the Company, apply the cash payable in respect of the Relevant Amount to the issue of Shares to the Manager or its nominee. The Shares shall be issued on the Payment Date and the number of Shares issued shall be calculated using the following formula:

$$N = PF / \text{Issue Price}$$

where:

N is the number of Shares;

PF is the Relevant Amount; and

Issue Price is the lesser of:

- a. the volume weighted average price of Shares traded on ASX during the period of 30 calendar days up to but excluding the Payment Date; and
 - b. the last price on the last day on which the Shares were traded on ASX prior to the Payment Date.
2. The amount of the Performance Fee not applied to the issue of Shares must be paid to the Manager in cash.

The fees referred to in this section are exclusive of GST.

Expenses

The Company is liable for and must pay out of the Portfolio or reimburse the Manager for certain fees, costs and expenses properly incurred in connection with the investment and management of the Portfolio or performance of the Manager's obligations under the Management Agreement and is responsible for the payment of any fees or charges of any third parties engaged to provide any services in connection with the provision of administrative support services provided by the Manager, including filing and other similar fees and charges.

Notwithstanding the above, if any related body corporate of the Manager has received or is entitled to receive fees from the Company (or the Company incurs such expense) for providing investment and management services in relation to the Portfolio, the fees payable to the Manager under the Management Agreement will be reduced by the amount of that fee or such fee must be rebated to the Company.

Exclusivity

The Manager may from time-to-time perform investment and management services for itself and other persons similar to the services performed for the Company under the Management Agreement, provided the Manager does not prejudice or otherwise derogate its responsibilities specified in the Management Agreement.

Term

The initial term of the Management Agreement is five years unless terminated earlier in accordance with the Management Agreement (see below). The Management Agreement will be automatically extended for a further term of five years upon the expiry of the initial term unless terminated earlier as described below.

Termination

Automatic Termination

After the expiry of the initial term, the Management Agreement will automatically terminate three months after an ordinary resolution of the Company is passed to end the Management Agreement.

The Management Agreement will also automatically terminate immediately upon the passing of a resolution by Shareholders to voluntarily wind-up the Company.

Termination by the Company

The Management Agreement gives the Company the right to immediately terminate the Management Agreement and remove the Manager by written notice on the occurrence of any one of the following events:

- (a) an insolvency event occurs with respect to the Manager;
- (b) the Manager is in default or breach of its obligations under the Management Agreement in a material respect and, such default or breach is not rectified within 30 days after the Company has notified the Manager in writing to rectify the default or breach;
- (c) the Manager ceases to carry on business in relation to its activities as an investment manager;
- (d) the Manager persistently fails to ensure that investments made on behalf of the Company are consistent with the Company's Investment Strategy; and
- (e) the Manager's AFSL is suspended for a period of no less than one month or cancelled at any time and the Manager fails to obtain an authorisation enabling it to perform its obligations under the Management Agreement from a third party holder of a AFSL (collectively, **Termination for Cause**).

The Company may also terminate the Management Agreement on three months' notice:

- (a) after the expiry of the initial term; or
- (b) if Paul Moore ceases to be involved with the implementation and ongoing management of the Investment Strategy and is not replaced with an adequate replacement that has a minimum of 15 years global equity experience and is acceptable to the Company, acting reasonably (**Key Person Termination**).

Termination by the Manager

The Manager is entitled to terminate the Management Agreement on three months' notice at any time after the first anniversary of the Management Agreement.

Termination Payment

If the Management Agreement is terminated for any reason except for Termination for Cause or Key Person Termination, the Manager will be entitled to a termination payment at the termination date equal to 5%, reduced by one sixtieth (1/60) for each whole calendar month that has elapsed between the commencement of the extended term and the termination date, of the net tangible assets backing of each share in each class of shares in the Company as calculated under the Listing Rules multiplied by the number of shares on issue in that class of shares as at the termination date.

Amendment

The Management Agreement may only be altered by the agreement of the parties. However, the Company has provided an undertaking to ASX that it will only make material changes to the Management Agreement if the Company has obtained Shareholder approval to these material changes.

Related Party Protocols

Where the Manager proposes that the Company acquire assets from or dispose of assets to a related party of the Manager, the Company must approve the acquisition or disposal of the asset to the extent required by the Corporations Act or the Listing Rules.

Capital Control and Provisions

The Manager has no right to terminate the Management Agreement in the event of a change of control of the Company. Similarly, the Company has no right to terminate the Management Agreement in the event of a change of control of the Manager.

The Management Agreement does not contain any pre-emptive rights over the Portfolio which are exercisable by either the Company, the Manager or a related entity of the Manager in the event of a change of control of either the Company or the Manager.

Company Indemnity

The Company must indemnify the Manager against any losses or liabilities reasonably incurred by the Manager arising out of, or in connection with, and any costs, charges and expenses (including legal expenses on a solicitor/own client basis) incurred in connection with the Manager or any of its officers, employees or agents acting under the Management Agreement or on account of any bona fide investment decision made by the Manager or its officers or agents except insofar as any loss, liability, cost, charge or expense is caused by the negligence, default, fraud or dishonesty of the Manager or its officers or employees. This obligation continues after the termination of the Management Agreement.

Manager's Liability

Subject to the Corporations Act, the Listing Rules and the Management Agreement, the Manager will, in relation to all the powers, authorities and discretions vested in it, have absolute and uncontrolled discretion as to:

- (a) whether or not to exercise them; and
- (b) the manner or mode of, and time for, their exercise,

and, in the absence of negligence, default, fraud or dishonesty, the Manager will not be in any way responsible for any loss, costs, damages or inconvenience that may result from the exercise or failure to exercise those powers, authorities and discretions.

Manager Indemnity

The Manager must indemnify the Company against any losses or liabilities reasonably incurred by the Company arising out of, or in connection with, and any costs, charges and expenses (including legal expenses on a solicitor/own client basis) incurred in connection with, any negligence, default, fraud or dishonesty of the Manager or its officers or Supervised Agents (as defined in the Management Agreement). This obligation continues after the termination of the Management Agreement.

9.2 International Prime Brokerage Agreement

Morgan Stanley & Co. International plc. (**Prime Broker**) based in London, will provide prime brokerage services to the Company under the terms of an International Prime Brokerage Agreement (**Agreement**), an International Swaps and Derivatives Association, Inc. 2002 Master Agreement and an Overseas Securities Lender's Agreement entered into between the Company and the Prime Broker for itself and as agent for certain other entities of the Morgan Stanley group of companies identified in the Agreement (the **Morgan Stanley Companies**). These services may include the provision to the Company of cash financing, transaction execution, clearing, settlement, stock borrowing and foreign exchange facilities. The Prime Broker is authorised by the Prudential Regulatory Authority (**PRA**) and regulated by the Financial Conduct Authority (**FCA**) and the PRA.

The Prime Broker will also provide a custody service for all the Company's investments, including documents of title or certificates evidencing title to investments, held on the books of the Prime Broker as part of its prime brokerage function in accordance with the terms of the Agreement and the rules of the FCA. The Prime Broker may appoint sub-custodians, including the Morgan Stanley Companies, of such investments.

In accordance with FCA rules, the Prime Broker will record and hold investments held by it as custodian in such a manner that the identity and location of the investments can be determined at any time and that such investments are readily identifiable as belonging to a customer of the Prime Broker and are separately identifiable from the Prime Broker's own investments. Furthermore, in the event that any of the Company's investments are registered in the name of the Prime Broker or a third party (eg, sub-custodian or nominee controlled by an exchange or clearing house) where, due to the nature of the law or market practice of jurisdictions outside the United Kingdom, it is in the Company's best interests to do so or it is not feasible to do otherwise, such investments may not be segregated from the Prime Broker's or the third party's own investments and in the event of the Prime Broker's default may not be as well protected.

Except for cash transferred to the Prime Broker to meet any margin payments for exchange-traded derivative transactions entered into by the Company, any cash which the Prime Broker holds or receives on the Company's behalf will not be treated by the Prime Broker as client money and will not be subject to the client money protections conferred by the FCA's Client Money Rules (unless the Prime Broker has

specifically agreed with or notified the Company that certain cash will be given client money protection). As a consequence, the Company's cash will not be segregated from the Prime Broker's own cash and will be used by the Prime Broker in the course of its investment business, and the Company will therefore rank as one of the Prime Broker's general creditors in relation thereto. Cash held to meet margin payments for exchange-traded derivative transactions will be held as client money and will be held subject to the FCA's Client Money Rules.

As security for the payment and discharge of all liabilities of the Company to the Prime Broker and the Morgan Stanley Companies, the investments and cash (including all the Company's rights arising in respect of any such investments and cash) held by the Prime Broker and each such Morgan Stanley Company will be charged by the Company in their favour and will therefore constitute collateral for the purposes of the FCA rules. Investments and cash may also be deposited by the Company with the Prime Broker and other members of the Morgan Stanley Group of companies as margin and any investments held as margin will also constitute collateral for the purposes of the FCA rules (cash held as margin will be held in the manner described above).

The Company's investments may be borrowed, lent, charged, rehypothecated, disposed of or otherwise used by the Prime Broker and the Morgan Stanley Companies for its or their own purposes, whereupon such investments will become the property of the Prime Broker or the relevant Morgan Stanley Company and the Company will have a right against the Prime Broker or the relevant Morgan Stanley Company for the return of equivalent assets. The Company will rank as an unsecured creditor in relation thereto and, in the event of the insolvency of the Prime Broker or the relevant Morgan Stanley Company, the Company may not be able to recover such equivalent assets in full. The Prime Broker and the Morgan Stanley Companies are not permitted to exercise this right following the occurrence of an Act of Insolvency (as defined in the Agreement) of the Prime Broker.

Neither the Prime Broker, any Morgan Stanley Company nor their employees and officers will be liable for any loss to the Company resulting from any act or omission in relation to the services provided under the terms of the Agreement unless such loss results directly from the negligence, wilful default or fraud of the Prime Broker, any Morgan Stanley Company or their employees and officers. The Prime Broker will not be liable for the solvency, acts or omissions of any sub-custodians or other third party by whom or in whose control any of the Company's investments or cash may be held provided that, in the case of unaffiliated sub-custodians, this exclusion of liability shall not apply to loss which is directly caused by a breach of the Prime Broker's obligations under the Agreement in relation to the selection and monitoring of these sub-custodians. The Prime Broker and the Morgan Stanley Companies accept the same level of responsibility for nominee companies controlled by them as for their own acts. The Company has agreed to indemnify each Indemnified Person (as defined in the Agreement) against any loss suffered by, and any claims made against, them arising out of the Agreement, save where such loss or claims results directly from the negligence, wilful default or fraud of the Indemnified Person.

The Agreement can be terminated by the Prime Broker or the Company on giving at least five Business Days Notice (as defined in the Agreement) prior written notice to the other party. The Prime Broker may immediately terminate the Agreement and the other agreements entered into by the Company upon or following the occurrence of an Event of Default (as defined in the Agreement) in respect of the Company. The Company may immediately terminate the Agreement and the other agreements entered into by the Company following the occurrence of an Act of Insolvency of the Prime Broker.

The Prime Broker is a service provider to the Company and is not responsible for the preparation of this document or the activities of the Company and therefore accepts no responsibility for any information contained in this document. The Prime Broker will not participate in the investment decision-making process.

9.3 Offer Management Agreement

The Company entered into an Offer Management Agreement with the Joint Lead Managers on 4 November 2013 with respect to the management of the Offer. Under the Offer Management Agreement, the Joint Lead Managers have agreed to use their reasonable endeavours to procure Applications under the Offer. A summary of the key terms of the Offer Management Agreement is set out below.

Commission, fees and expenses

The Company must pay the Joint Lead Managers in their respective proportions (25% each) a management fee of 1.25% of the total proceeds of the Offer received by the Company.

The Company has also agreed to reimburse the Joint Lead Managers for certain agreed costs and expenses incurred by the Joint Lead Managers in relation to the Offer.

Warranties

The Offer Management Agreement contains certain standard representations, warranties and undertakings provided by the Company to the Joint Lead Managers. The warranties relate to matters such as the conduct of the parties and information provided by the parties in relation to the Prospectus and the Offer. The Company's undertakings include that it will not, during the period following the date of the Offer Management Agreement until 90 days after the allotment of Securities under the Offer, allot or agree to allot any equity securities or securities that are convertible into equity, or that represent the right to receive equity without the consent of the Joint Lead Managers.

Indemnity

Subject to certain exclusions relating to, amongst other things, fraud, recklessness, wilful misconduct, negligence or a material breach of the Offer Management Agreement by an indemnified party, the Company agrees to keep the Joint Lead Managers and their respective associated parties indemnified against losses suffered in connection with the Offer.

Subject to certain exclusions relating to, amongst other things, fraud, recklessness, wilful misconduct, negligence or a material breach of the Offer Management Agreement by an indemnified party, the Manager agrees to keep the Joint Lead Managers and their respective associated parties indemnified against losses suffered in connection with the Offer including a breach by the Manager of its obligations under the Offer Management Agreement.