

**DATED 7<sup>th</sup> November, 2012**

**(1) UTI INDIAN FIXED INCOME COMPANY PLC**

**(2) UTI INTERNATIONAL LIMITED (LONDON BRANCH)**

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**FACILITIES AGENCY AGREEMENT**

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**(Ref: 1486)**

## **FACILITIES AGENCY AGREEMENT**

**Dated 7<sup>th</sup> November, 2012**

### **BETWEEN**

- (1) **UTI INDIAN FIXED INCOME COMPANY PLC** a company incorporated under the laws of Ireland, having its registered office at 78 Sir John Rogerson's Quay, Dublin 2, Ireland (the "Company"); and
- (2) **UTI INTERNATIONAL LTD (LONDON BRANCH)** a company incorporated under the laws of Guernsey, having its registered office in the UK at 32 City Road, London EC1Y 2BD, United Kingdom (the "Representative").

### **WHEREAS**

- (A) The Company is an open-ended investment company with variable capital incorporated with limited liability in Ireland under the Companies Acts, 1963 to 2012 with registration number 516063, established as an undertaking for collective investment in transferable securities pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011 (the "Regulations"), and authorised by the Central Bank of Ireland (the "Financial Regulator").
- (B) The Company is a recognised scheme under Section 264 of the Financial Services and Markets Act 2000 of the United Kingdom (the "Act").
- (C) In order to maintain the status of the Company as a recognised scheme under Section 264 of the Act, the Company has been advised that it is obliged to provide and maintain certain facilities in the United Kingdom ("UK Facilities") in accordance with the Collective Investment Schemes Sourcebook ("COLL"), published by the Financial Services Authority.
- (D) The Company wishes to appoint the Representative as its representative in the United Kingdom ("UK") in relation to the provision and maintenance of its UK facilities.

NOW IT IS HEREBY AGREED as follows:

**1 Definitions**

In this Agreement the following words and expressions shall, where not inconsistent with the context, have the following meanings respectively:

- "Administrator" : State Street Company Services Ireland Limited of 78 Sir John Rogerson's Quay, Dublin 2 Ireland, or any person from time to time appointed as administrator to the Company.
- "Agreed Address" : such address in the UK as may be agreed upon by the Representative and the Company for the provision of the relevant facility or service.
- "Directors" : the directors of the Company for the time being or (as the case may be) the directors of the Company assembled as a board.
- "FSA" : the Financial Services Authority of the United Kingdom, or any successor regulator.
- "M&A" : the memorandum and articles of association of the Company for the time being in force, or instrument constituting the scheme.
- "Material Contracts" : those contracts referred to as material contracts in any prospectus or Key Investor Information Document for the Company.
- "Share" : a share of whatever class in the share capital of the Company.
- "Shareholders" : any person registered in the register of shareholders of the Company as the holder of registered Shares or, where the context permits, the holder of any bearer Shares.

## 2 UK Facilities

The Company hereby appoints the Representative, for the period during which this Agreement remains in force, as its representative to provide, or where applicable, procure the provision of UK Facilities on behalf of the Company in accordance with the Act, COLL (as from time to time amended), the M&A, the Regulations, the Material Contracts and any prospectus or Key Investor Information Document from time to time in issue including (but without prejudice to the generality of the foregoing):

2.1 The maintenance of facilities at the Agreed Address for the inspection in English free of charge and for the obtaining (free of charge, in the case of documents 2.1.2 and 2.1.3 below and otherwise at no more than a reasonable charge) of copies in English of:

2.1.1 the original M&A, the Regulations, the Material Contracts and subsequent amendments thereto;

2.1.2 the most recent prospectus issued by the Company;

2.1.3 the most recent Key Investor Information Document issued by the Company;

2.1.4 the most recent annual and half yearly reports of the Company; and

2.1.5 any other documents required from time to time by COLL to be made available.

2.2 The acceptance on behalf of the Company of:

2.2.1 service of all processes of the courts in the UK;

2.2.2 complaints in writing about the operation of the Company and notices or other documents addressed to the Company and the subsequent despatch of the same to the registered office of the Company.

- 2.3 Making available at the Agreed Address both orally and in writing information in the English language relating to the Company's most recently published issue and redemption prices of its Shares;
- 2.4 Making available facilities at the Agreed Address at which a Shareholder may submit the due documentation for the redemption of Shares. Thereafter, the Representative shall supply all necessary information to the Administrator and shall despatch the original documentation to the Administrator; and
- 2.5 If so requested by the Company or an investor, making available, or transmitting to Shareholders, the proceeds of redemption upon receipt of such from the Company or the Custodian.

### **3 Documents**

- 3.1 At all times it shall be the responsibility of the Company to ensure that all such documents and all such other information required to be made available to Shareholders at the Agreed Address pursuant to COLL or this Agreement have been forwarded to and received by or otherwise made available to the Representative.
- 3.2 The Company hereby undertakes to keep the Representative fully and promptly informed of any amendments or proposed amendments to any documents referred to in Clause 3.1 above.
- 3.3 On receipt of such amended documents from the Company, the Representative agrees:
  - 3.3.1 to acknowledge in writing receipt of any amended documents delivered to it, by or on behalf of the Company, within seven days of receipt; and
  - 3.3.2 to destroy all copies of the previous version of the amended document in its possession or, if so requested by the Company, to return the same to the Company.
- 3.4 Upon the expiration of this Agreement the Representative shall hand over to the Company or as it may direct all books of account, correspondence and records relating to the affairs of the Company which are in its possession.

#### 4 Responsibilities and Obligations

- 4.1 The Representative shall observe and comply with the Articles and with the applicable provisions of any prospectus document or any other document relating to the Company distributed by or on behalf of the Company and all resolutions and other lawful orders and directions given to it from time to time by or on behalf of the Company, and all activities engaged in by the Representative hereunder shall at all times be subject to the control of and review by the Company, or on its behalf and any specific or general direction given by or on behalf of the Company shall override the general authorisation given to the Representative hereunder.
- 4.2 The Representative agrees to provide reasonable notice to the Company of any change in the address of the Representative's principal place of business in the United Kingdom.
- 4.3 The Representative shall keep the Company fully informed as to the discharge of its responsibilities hereunder (subject to Clause 3.1 above) and shall provide all necessary office facilities, equipment and personnel to enable it to carry out its functions hereunder.
- 4.4 The Representative shall use its reasonable efforts to maintain the reputation and interests of the Company in respect of its duties and obligations hereunder.
- 4.5 The Representative shall not be deemed to have assumed any responsibility for the acts and omissions of the Company and the Company agrees to hold harmless and indemnify the Representative from and against all actions, proceedings, claims, costs, demands and expenses which may be brought against, suffered or incurred by the Representative by reason of its performance or non-performance of its duties under the terms of this Agreement including all legal professional or other expenses other than due to a failure by it to exercise due care and diligence provided always that the Representative shall send to the Company as soon as possible all claims, letters, summonses, writs or documents which it receives from third parties and provide whatever information and assistance the Company may require and no liability of any sort shall be admitted and no undertaking given nor shall any offer, promise or payment be made nor any legal expenses incurred by the Representative without the written consent of the Company. The

Representative shall keep the Company fully informed at all times of the progress of any litigation and shall consult in good faith with the Company as to the conduct thereof.

## **5 Remuneration**

In consideration of the services performed by the Representative under this Agreement, the Company shall, for the period during which this Agreement remains in force:

- 5.1 pay to the Representative such fee as may from time to time be agreed between them; and
- 5.2 reimburse the Representative in respect of all expenses incurred by the Representative in rendering the services referred to in this Agreement (including without limitation postage, telephone and fax charges and other cash disbursements incurred by it) as from time to time may be agreed between the Company and the Representative.

## **6 Capacity of Representative**

- 6.1 The Representative warrants that it is and will remain for the duration of this Agreement in possession of all permissions, consents and licences as are required in the UK for it to perform its duties hereunder.
- 6.2 The Representative shall, unless otherwise expressly provided or authorised, have no authority to act for, represent or purport to bind the Company in any way or otherwise be deemed to be an agent of the Company.

## **7 Duty of Care and Indemnification**

- 7.1 The Representative agrees to use its reasonable efforts and judgement and due care in performing its duties and obligations hereunder provided that, in the absence of failure to exercise due care and diligence in the discharge of its functions as Representative, the Representative shall not be liable to any person including, without limitation, to the Company, to the Custodian or to any Shareholder for any act or omission in the course of or in connection with the services rendered by it hereunder.

7.2 The Representative hereby agrees to hold harmless and indemnify the Company and the Directors from and against any and all actions, proceedings claims, costs, demands and expenses which may be brought against, suffered or incurred by the Company and/or the Directors in respect of or arising from the Representative failing to exercise due care and diligence in the discharge of its functions as Representative.

## **8 Term and Termination**

This Agreement shall be effective as of the date first written above and shall continue in effect until terminated by written notice expiring on the later of 90 days or the appointment of an entity qualified to perform the duties of the Representative after the service of such notice given by either party to the other, or on such shorter notice as the other party may agree to accept, provided that this Agreement may be determined forthwith by either party if:

- 8.1 the other party shall commit any breach of its obligations under this Agreement and shall fail to make good such breach within thirty days of receipt of notice from the party requiring it to do so;
- 8.2 the other party shall go into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other party) or if a receiver or administrator is appointed over any of its assets;
- 8.3 the Company shall cease to be a recognised scheme under Section 264 of the Act.

## **9 Assignment and Amendment of Agreement**

- 9.1 This Agreement shall be binding on and shall enure to the benefit of the Company and the Representative and their respective successors but may not be assigned by either party without the prior written consent of the other party.
- 9.2 No provision of this Agreement may be changed, waived, discharged or discontinued except by an instrument in writing signed by both parties hereto.



## **10 Notices**

Any notice given hereunder shall be given by sending the same by prepaid air mail post, or by telex or facsimile confirmed in each case by a copy forthwith sent by prepaid air mail post as aforesaid, or by delivering the same by hand, such notice to be addressed, despatched or delivered (as the case may be) to the principal place of business for the time being of the party to whom it is addressed. Any notice sent by post as provided in this Clause shall be deemed to have been given four days after despatch and any notice sent by telex or facsimile as provided in this Clause shall be deemed to have been given twenty-four hours after despatch. Failure to receive any confirmation of any notice duly given by telex or facsimile shall not invalidate such notice. Evidence that the notice was properly addressed, stamped and put into the post shall be conclusive evidence of posting.

## **11 Appointment of Representative**

11.1 The Representative's appointment hereunder is non-exclusive and the Directors may call in or appoint any other representative of its choice to act jointly with the Representative or otherwise as the Directors think fit.

11.2 The Representative shall be at liberty to act as representative to any other person or persons as it thinks fit.

## **12 Delegation**

For the avoidance of doubt it is hereby acknowledged that the Company may delegate the performance of any of its functions and obligations pursuant to this Agreement and the Company hereby authorises the Representative to liaise with such agents (if any) as notified from time to time by the Company.

## **13 Confidentiality**

Neither of the parties hereto shall unless compelled so to do by any court or regulatory body of competent jurisdiction either before or after the termination of this Agreement disclose to any person not authorised by the relevant party to receive the same any information relating to such party or to the affairs of such party of which the party disclosing the same shall have become possessed during the period of this Agreement and each party shall use its best endeavours to prevent any such disclosure as aforesaid.

**14 Exclusion of Contracts (Rights of Third Parties) Act 1999**

The parties to this Agreement do not intend any of its terms to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

**15 Counterparts**

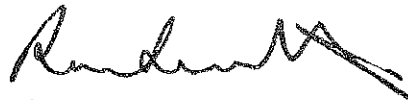
This Agreement may be executed in any number of counterparts, which shall together constitute one Agreement. Either party may enter into this Agreement by signing any such counterpart.

**16 Choice of Law**

This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

AS WITNESS whereof the parties hereto have caused this Agreement to be executed as of the day and year first above written.

SIGNED by



for and on behalf of

**UTI INDIAN FIXED INCOME COMPANY PLC**

in the presence of:



SIGNED by

for and on behalf of

**UTI INTERNATIONAL LIMITED (LONDON BRANCH)**

in the presence of:

**15 Counterparts**

This Agreement may be executed in any number of counterparts, which shall together constitute one Agreement. Either party may enter into this Agreement by signing any such counterpart.

**16 Choice of Law**

This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

AS WITNESS whereof the parties hereto have caused this Agreement to be executed as of the day and year first above written.

SIGNED by  
for and on behalf of

**UTI INDIAN FIXED INCOME FUND PLC**

in the presence of:

SIGNED by  
for and on behalf of

A handwritten signature in black ink, appearing to be 'R. Rao', written over a horizontal line.

**UTI INTERNATIONAL LIMITED (LONDON BRANCH)**

in the presence of: