



PROSPECTUS
OF
MILLENNIUM DEVELOPMENT GOALS FUND

WITH
SUPPLEMENTARY PROSPECTUS I
MDG GUARANTEE FUND

February 5, 2010

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SEPARATE APPENDIXES

Key Information, Sub Fund I, MDG Guarantee Fund, Sub Fund II, MDG Equity Fund, Sub Fund III, MDG Bond Fund and Sub Fund IV, MDG Sustainable Energy Fund.

GENERAL INFORMATION

This is the Prospectus of Millennium Development Goals Fund (“MDG Fund”). This Fund has been specially established for Institutional Investors, such as the Dutch governmental entities, Provinces and Municipalities, Housing Companies and other institutional entities, with a strong focus on social responsible entrepreneurship and sustainable investments. Monies invested, will be invested for the long term, in accordance with the Dutch act on Financing Governmental Entities (*Wet Financiering decentrale Overheden – “Wet FIDO”*), when applicable.

MDG Fund is subject to the rules of the Dutch Act on Financial Supervision (*Wet op het financieel toezicht – “Wft”*) exemption scheme, and does not require a licence as set out in that Act.

This Prospectus does not constitute an offer sale or purchase of Units in any Sub Fund of MDG Fund. The information contained in this Prospectus does not constitute investment advice. Every Participant should consider its individual circumstances before acquiring Units in a Sub Fund and should seek advice from independent financial and or tax advisors regarding all aspects of MDG Fund and the risks associated with participating in a Sub Fund, as well as the extent to which Units in a Sub Fund compare to their own risk profile.

It should be noted that investing in the MDG Fund, by means of Units in a Sub Fund, can involve a financial risk. Prospective investors should therefore familiarise themselves with the contents of this Prospectus and note that past performance is no guarantee of future results.

The issue of this Prospectus and the opportunity to participate in Sub Funds of MDG Fund may be subject to restrictions in some jurisdictions. Those who receive this Prospectus must familiarise themselves with the relevant restrictions and act accordingly. The Manager of the MDG Fund accepts no liability for any violation by any investor of any such restriction.

MDG Fund is constituted for an unlimited period. The terms of MDG Fund, including the Terms and Conditions of Management and

Custody, are set out in the respectively supplementary prospectus and Appendix 1 of this Prospectus.

The MDG Fund Prospectus is divided into the Basic Prospectus and its Supplementary Prospectus(es) including its appendices. The Appendices of a Sub Fund form an integral part of both the Supplementary Prospectus and the Basic Prospectus.

Investments are made through a Sub Fund. Supplementary Prospectus(es) offer specific information about Sub Fund(s) in which invested, including their specific objectives, the investment policy, risks, expenses and fees.

The Basic Prospectus contains general information about MDG Fund.

If there are deviations in the text of the Supplementary Prospectus(es) compared with the Basic Prospectus, the text in the Supplementary Prospectus(es) will prevail.

With the exception of the Manager and the Custodian of MDG Fund jointly, no one is authorised to provide information or make statements that are not contained in this Prospectus. If such information has been provided or such statements have been made, such information or such statements should not be relied upon as having been provided or given by the Manager or the Custodian of MDG Fund. Under no circumstances will the issue of the Prospectus and the purchase, sale and repurchase and issue of Units in a Sub Fund mean, that the information contained in this Prospectus is still accurate at a later date than at the date of its issue. The Manager of the Fund will bring the information in the Prospectus up-to-date whenever there is a reason to do so.

This Prospectus is subject to Dutch law. Unless determined otherwise, any dispute regarding the validity, explanation or fulfilment of these conditions will be presented to the competent court in The Netherlands.

PARTIES INVOLVED

Millennium Development Goals Fund and its Sub Funds are closed-ended contractual investment funds for joint account ("besloten fonds voor gemene rekening"), in accordance with Section 3.166 of the Dutch Civil Code, and reference to article 14 of the Basic Prospectus and article 19 of the Supplementary Prospectus. Millennium Development Goals Fund was established on June 6th 2007 and the deed adopting the Terms and Conditions of Management and Custody was executed on the same date before Mr. E.H. Rozelaar, civil law notary in Amsterdam, The Netherlands, associated with Notariskantoor Schut van Os Notarissen.

MANAGER

ROI am B.V. (the "Manager") has its registered office in Apeldoorn, The Netherlands and is listed in the Trade Register of the Chamber of Commerce for Oost Nederland under number 8159764.

ROI am B.V. is managed by Mr. E.G. te Duits and Mr. W.L. Kemper and licensed by the Dutch regulatory authorities, The Netherlands Authority for Financial Markets (Autoriteit Financiële Markten, "AFM").

POSTAL ADDRESS

Postbus 640
7300 AP Apeldoorn, the Netherlands
info@mdgfund.eu

VISITING ADDRESS

Molenstraat-Centrum 341
7311 XJ Apeldoorn, the Netherlands
Tel.: + 31 84 420 8417
www.mdgfund.eu

CUSTODIAN

Stichting Trustee Millennium Development Goals Fund, has its registered office in Bussum, The Netherlands, and is under the management of Van Beemen Beheer B.V., either direct or indirect, which has its registered office in Bussum, listed in the Trade Register of the Chamber of Commerce for Gooi-, Eem- en Flevoland under number 32086251, and is managed by Mr R.V. van Beemen and Mr M.K.

Schoenmakers. Stichting Trustee Millennium Development Goals Fund is listed in the Trade Register of the Chamber of Commerce for Gooi-, Eem- en Flevoland under number 32125002.

BANK

Rabobank International
Account Name: Stichting Trustee Millennium Development Goals Fund
Account Number: 1528.82.618
IBAN: NL76RABO0152882618

ADMINISTRATOR

De Amstellanden, Accountants en Belastingadviseurs B.V.
Keizersgracht 184, 1e verdieping
1016 DW Amsterdam, The Netherlands

ACCOUNTANT

Deloitte Accountants B.V.
Orlyplein 10
1403 DP Amsterdam, The Netherlands

DEFINITIONS

The following definitions will apply in this Prospectus:

“**AFM**” means The Netherlands Authority for Financial Markets (*Autoriteit Financiële Markten*).

“**Articles of Association**” means the articles of association (*statuten*) or other constitutive documents of a legal entity.

“**Application Form**” means the agreement, in the form, set out in this Prospectus, by which a Participant subscribes for one or more Units in a Sub Fund which, under the terms in this Prospectus is Sub Fund I, MDG Equity Fund. Please ask the Manager for this form, or see website of the Fund (www.mdgfund.eu).

“**Commitment**” means the amount which a Participant agrees, in an executed Application Form, to pay to the Sub Fund.

“**Custodian**” means Stichting Trustee Millennium Development Goals Fund or such other custodian, or management of the custodian, as may be appointed from time to time by the Fund Manager.

“**Deposit**” means cash invested in Units of a Sub Fund of Millennium Development Goals Fund.

“**DNB**” means the Dutch Central Bank (*De Nederlandsche Bank N.V.*).

“**Fund**” or “**Millennium Development Goals Fund**” means the aggregate of the assets less an amount equal to all accrued debts, liabilities and obligations of the Fund, in which monies are paid in, for the purpose of collective investment by the Participants as described in the Supplementary Prospectus of each Sub Fund.

“**Intermediary**” means a party appointed by the Manager, who acts as a reseller to raise funds for a Sub Fund.

“**Manager**” means ROI am B.V.

“**Net Asset Value**” means the total value of the (Sub)Fund’s assets, including any Commitments, less an amount equal to all accrued debts, liabilities and other obligations of the Sub Fund.

“**Participant**” means an individual or legal entity, who executes an Application Form with the Custodian and, by such execution, accepts the Terms and Conditions applicable to a Sub Fund.

“**Participation**” means a Unit in which the rights of the Participants of a Sub Fund, has been divided.

“**Participation Certificate**” means an extract of the register maintained by the Custodian that list the names and addresses of the Participants, as well of the number of Units they own and the series of such Units.

“**Prospectus**” means this document including its Appendices.

“**Redemption Amount**” means the total amount redeemed upon Maturity Date.

“**Register**” means the register in which the names, addresses and other information of all Participants are recorded and which states the details of their Participations.

“**Sub Fund**” means a series of Units in Sub Fund I, ‘MDG Guarantee Fund’, II, ‘MDG Equity Fund’, III, ‘MDG Bond Fund’ or IV ‘MDG Sustainable Energy Fund’, which are administered separately as part of Millennium Development Goals Fund and the value, return and costs of which are attributed to the Units that have been issued for these Sub Funds.

“**Sub Manager**” means, that if the Manager appoints a Sub Fund Manager this is mentioned in the relevant Supplementary Prospectus.

By acting as Sub Manager everything in the Prospectus and the Terms and Conditions set out in Appendix I will apply to the Sub Fund Manager.

“**Subscription Date**” means the first Business Day of every month and/or, under exceptional circumstances, such other date or dates as the Manager may from time to time determine at its sole discretion.

“**Terms and Conditions**” means the terms and conditions of management and custody (*voorwaarden van beheer en bewaring*) of the Fund attached hereto as Appendix I.

“**Unit**” means the extent of the entitlement each Participant has in a Sub Fund, where each Unit issued in this Sub Fund gives an equal right to a share in this Sub Fund. Units are registered by name. No certificates of Participation are issued, instead the Custodian will send to each Participant, when participating a statement of Units held.

“**Wft**” means the Dutch Act on Financial Supervision (*Wet op het financieel toezicht*).

“**Wwft**” means the Dutch Act for the prevention of money laundering and the financing of terrorism (*Wet ter voorkoming van witwassen en financiering van terrorisme*, “*Wwft*”) to identify clients when establishing a relationship.

SUPPLEMENTARY PROSPECTUS, SUB FUND I, MDG GUARANTEE FUND

1 General Information

This Supplementary Prospectus summarizes the principal terms and conditions with respect to a bond, issued by Millennium Development Goals Fund through this Sub Fund.

2 Issuer/Borrower

MDG Guarantee Fund (the “Bond”) a Sub Fund of Millennium Development Goals Fund.

3 Bond Issue Amount

In order to be able to operate this Sub Fund, it is the objective to raise initially a minimum of seventy five million (75,000,000) EURO. There is no maximum with regard to the size or number of Units to be issued.

The first tranche of maximum hundred million (100,000,000) EURO is open for subscription till July 1, 2010.

4 Issue Price

One hundred (100) per cent. of par value.

5 Interest Payments

Four point seventy five (4.75) per cent. per annum during the period the Bond is outstanding. This interest rate is calculated:

1. one point seventy five (1.75) per cent. fixed per annum. First payment twelve (12) months after Subscription Date, and
2. three (3) per cent. accrued unpaid interest per annum at the Maturity Date.

The Issuer shall (each time) pay interest at a nominal value of one (1) EURO rounded down to the nearest EURO.

6 Entitlement to Distributions

The Managers will ensure that, with respect to any investment made with the proceeds of the issue, the underlying legal documentation for any investment will provide for the payment pro rata parte to all providers of subordinated debt and equity of any profits or other distributions which shall be generated by a project after payment of debt service obligations and a fixed dividend to providers of equity finance.

7 Guarantee Amount

Hundred (100) per cent. of the principal amount invested on maturity date, after 15 years. In accordance with FIDO.

It is intended that investments made using bond proceeds will also benefit from political risk insurance to be potentially provided by the Multilateral Investment Guarantee Agency (“MIGA”), a member of the World Bank Group.

8 Subscription Amount

The issue price of one Unit is one hundred thousand (100,000) EURO. The minimum initial subscription in MDG Guarantee Fund, per participant is one million (1,000,000) EURO. Minimum subsequent subscription in multiples of one hundred thousand (100,000) EURO.

9 Subscription Date

Every first business day of the month is a Subscription Date and qualified investors can purchase Units in MDG Guarantee Fund, by completing the Application Form, in accordance to the Dutch Act for the prevention of money laundering and the financing of terrorism (*Wet ter voorkoming van witwassen en financiering van terrorisme – “Wwft”*)

10 Confirmation of Participation

Participant will receive a confirmation of the number of bonds issued in respect of any Deposit (*Participatie Certificaat*), signed by the Custodian, including a unique registration number.

Under exceptional circumstances, when no investments are possible, the Manager may decide to hold any Deposit for a maximum of three (3) months, prolonged with yet another three (3) months maximum. In the event that the situation continues, the Deposit will be reimbursed, subject to settlement of all external costs.

The Manager and the Custodian are authorized, without giving reasons, to refuse execution of a Application Form or call for security in respect thereof.

11 Maturity Date

Fifteen (15) years after Subscription Date.

The Bond matures at par value, one hundred (100) per cent. plus accrued unpaid interest of three (3) per

cent. per annum.

12 Manager

The Manager of this Sub Fund is ROI am B.V.

13 Custodian

The Custodian of this Sub Fund is Stichting Trustee Millennium Development Goals Fund.

14 Investment Objective

The Investment Objective of MDG Guarantee Fund is to invest only with the approval of the Investment Committee (“IC”) in loans to SPC’s with contracts closed with governmental entities that meet one or more of the UN Millennium Development Goals.

The IC will withhold approval when the guarantee is not in place.

All assets and shares of the Special Purpose Company are pro rata parte secured to the lenders, including the Fund.

15 Investment Conditions

The proceeds of the issue of Bonds shall not be invested unless and until:

- (i) the political risk guarantee has been unconditionally issued by the political risk insurer for political risk, and
- (ii) approval from the Investment Committee.

16 Political Risk Guarantee

It is intended that investments made using bond proceeds will benefit from political risk insurance to be potentially provided by the Multilateral Investment Guarantee Agency (“MIGA”), a member of the World Bank Group. Preliminary discussions with MIGA have been initiated. It should be noted that MIGA commitments with respect to coverage for specific investments would be subject to MIGA being satisfied with project level due diligence and to MIGA obtaining the internal approvals required to support specific investments.

MIGA coverage would be provided in respect of specific non-commercial risks, as follows:

TRANSFER RESTRICTION: Transfer Restriction Coverage protects against (i) the

inability to convert, from local currency into guarantee currency, loan payments, dividends, profits, and proceeds from the disposal of the guaranteed investment, and (ii) host government actions that prevent the transfer of the guarantee currency outside the host country, including the failure of the government to grant an authorization for the conversion or the transfer of such currency. Compensation is based on the guaranteed percentage of any payments that cannot be converted or transferred.

EXPROPRIATION: Expropriation Coverage protects against losses attributable to measures taken or approved by the host government that deprive the guarantee holder of its ownership or control of, or a substantial benefit from, its investment, or in the case of debt, that results in the project enterprise being unable to meet its obligations to the lender. Both direct and indirect (creeping) expropriation are covered. Compensation for equity is based on the guaranteed percentage of the net book value of the guaranteed investment in the project enterprise. For debt, compensation is based on the guaranteed percentage of the principal and interest that is in default as a result of expropriation.

WAR AND CIVIL DISTURBANCE: War and Civil Disturbance Coverage protects against losses arising as a result of military action or civil disturbance in the host country, including sabotage and terrorism, that destroys or damages tangible assets of the project enterprise or interferes with its operations (business interruption), or, in the case of debt, results in the project enterprise being unable to meet its obligations to the lender. Compensation is based on the guaranteed percentage of the value of the assets destroyed or damaged or, in the case of sustained business interruption, the net book value of the guaranteed equity investment. MIGA also provides temporary business interruption coverage for damage of assets, forced abandonment, and loss of use. For this coverage, compensation is based on the investor’s unavoidable continuing expenses, extraordinary expenses to resume operations, and lost business income. For debt, compensation is based on the guaranteed percentage of the principal and interest that is in default as a result of war and civil disturbance.

BREACH OF CONTRACT: Breach of Contract Coverage protects against losses arising from a repudiation or breach by the host government of a

contract entered with the guarantee holder, provided that a final and binding arbitration award or judicial decision has been rendered in favor of the guarantee holder and cannot be enforced against the host government. Compensation is based on the amount that the guarantee holder is entitled to recover from the host government in accordance with the terms of the arbitration award or judicial decision. This coverage also protects guarantee holders when they do not have recourse to a judicial or arbitral forum to determine the claim, in which case the amount of MIGA's compensation is determined by an independent expert.

MIGA does not cover commercial risks including, without limitation, construction and operational risk.

Further details of the nature and extent of the political risk cover provided can be found at www.miga.org. If you require specific information about the political risk insurance, please contact the Managers at info@roiam.eu.

As stated before specific commercial risks are not covered by MIGA. However, protection may be available under Breach of Contract coverage where commercial contracts with eligible governmental entities are repudiated or breached. Accordingly monies invested in this Bond will only be invested in loans to Special Purpose Companies (SPC) with contracts closed with governmental entities.

Other commercial risks such as construction and operational risk could remain. These risks will be mitigated by credit enhancing a developer's completion guarantee and operational risks to AA standard.

It should be noted that within the Dutch FIDO laws MIGA is rated by its supervisory board as AAA standard. Therefore Dutch provinces and municipalities can invest in this Sub Fund.

17 Expenses and Fees

The following costs will be charged to the Sub Fund plus, where applicable, VAT and or other taxes or levies applied in accordance with local regulations.

Cost of Guarantee

The annual cost of potential MIGA coverage will be determined by MIGA on the basis of

country risk and specific investment characteristics. These costs need to be paid by the Sub Fund each year up front to MIGA.

Management Fee

The Manager charges the Sub Fund a Management Fee of point nine (0.9) per cent. per annum, payable per month over the total Net Asset Value.

Performance Fee

The Manager charges to the Sub Fund a result-related fee, calculated and payable yearly equal to twenty (20) per cent of the Net Profit attributed to the Participants by the Sub Fund, on December 31 of each year, after a Net Profit threshold of nine (9) per cent. per annum.

Admission Fee

The Fund charges a one off fee of maximum of point nine (0,9) per cent. admission fee from the gross amount invested, this fee is payable by the Participant.

Finder Fee

The Participant pays a one off finder fee to a qualified finder of a qualified and investing Participant in this Sub Fund of maximum half of one (0.5) per cent. over gross amount invested.

Promotion

The Manager charges MDG Bond Fund a fee for promotion, these expenses are for maintaining and increasing the size of the Sub Fund of point one (0.1) per cent. per annum. This fee is payable each month over the total Net Asset Value.

Other Expenses and Fees

The Fund charges the Sub Fund an advance contribute of zero point four (0.4) per cent. per annum towards other costs such as and not limited to, Custodian Fees, Transaction Expenses, Supervisory Expenses and Accountant Expenses, payable over Net Asset Value.

18 Currency Aspects

The investments of MDG Bond Fund are denominated in EURO. This implies that the results of MDG Bond Fund are not subject to currency movements. Revenues to MDG Bond Fund are denominated in EURO.

19 Issuer's Call Option

The Issuer may not redeem parts of the Bond or the entire Bond.

20 Termination of Participation

Subject to the provisions of this clause, upon the redemption or sale of Units, the Fund will deduct a Administration Fee of point five (0.5) per cent. from the amount to be paid out. This Administration Fee accrues to the Manager.

Upon redemption the Manager will pay the amount due to a former Participant as soon as possible, and in any event no later than fourteen (14) days after the redemption date of a Unit.

Under exceptional circumstances, in the interest of all Participants, it may be decided to suspend the repurchase of Units. Exceptional circumstances can mean periods in which, for example, no realistic calculation of the underlying value can be made due to closed stock markets or extreme and unusual events. An unexpectedly large number of Participants leaving the Sub Fund also qualifies as an exceptional circumstance, which gives the Manager the right, in the interest of all Participants, to wholly or partially restrict the repurchase of Units.

This is particularly relevant when liquidity falls below ten (10) per cent. of the Net Asset Value of the Sub Fund after reimbursements requested.

21 Information Rights

So long as the Participant holds the Participations, MDG Equity Fund will deliver to such Participant annual audited financial statements.

There will be no Participants Meeting held.

22 General Meetings

The Sub Fund will pursue an active voting policy with regard to the investments which it makes.

23 Amendment

The Terms and Conditions applicable to MDG Guarantee Fund may only be amended or supplemented by the Manager and Custodian.

24 Statement of the Manager

The Manager is responsible for this information about MDG Guarantee Fund. The information contained in this document is true and fair. To the best of the Manager's knowledge, no details have been omitted whose inclusion would change the effect of this information.

Apeldoorn, 5 February 2010

BASIC PROSPECTUS

MILLENNIUM DEVELOPMENT GOALS FUND

1. General Information

Unless otherwise stated in a Supplementary Prospectus of Millennium Development Goals Fund, the terms and condition in this Basic Prospectus will apply. Junction the terms and conditions, such as subscription, returns, risks, currency aspects and the effect on valuation, differ per Sub Fund consequently the terms and condition mentioned in the Supplementary Prospectus(es) shall prevail.

Any amendment of the Prospectus causing a reduction in a Participants' rights or security, imposing costs on Participants or causing a change to the investment policy of the Sub Fund does not become effective until three (3) months following the date on which such notification has been published on the Fund's website, (www.mdgfund.eu).

The Custodian and the Manager shall inform Participants of the text of a proposed amendment at least thirty (30) calendar days before the start of the three (3) months period. Notice thereof will be sent to the address of Participants shown in the Register. In addition, an explanation to the proposed amendment will be published on the website of the Fund (www.mdgfund.eu).

Notice of amendment of the Terms and Conditions will be sent to the address of each Participants shown in the Register.

Millennium Development Goals Fund, offers Units to Participants in its current Sub Funds, Sub Fund I, MDG Guarantee Fund, Sub Fund II, MDG Equity Fund, Sub Fund III, MDG Bond Fund and Sub Fund IV, MDG Sustainable Energy Fund.

The value of a Unit in a Sub Fund can fluctuate. Notwithstanding the AFM's and DNB's supervision, it is inherent to the investments made by a Sub Fund that Participants could run a significant risk that their investment in the Sub Fund may lose its value.

That is why past results are no guarantee of

future performance. A participant is responsible for acquiring all information required to be able to make a well-informed decision whether to invest in a Sub Fund.

Investments are made in projects, which meet one or more of the UN Millennium Development Goals. For more details on these goals go to the website of the UN, www.un.org/millenniumgoals.

An application for the Fund or its Sub Funds to be listed on a stock exchange, or for a tradability on an exchange, will initially not be made. An application may be made in time by a Sub Fund, when the costs of such an application can be afforded by the Sub Fund.

If Units of a further Sub Fund are issued, a Supplementary Prospectus will also be issued. This Supplementary Prospectus will contain details and the specific characteristics of that new Sub Fund and will form integral part of this Prospectus.

Units can only be transferred to its Sub Fund at the option of a Participant on certain conditions.

A Sub Fund can carry a high degree of risk and is only then suitable for investors who can assume the risk of losing their entire investment. As such the risk will be limited to its utmost by the Sub Fund's investment policy in combination with maintaining a sound balance sheet. This scenario may occur in the event of an unforeseen natural disaster or a terrorist attack or similar event, but is not limited thereto.

2. Structure

2.1 Contractual Investment Fund

The Fund is a contractual investment fund for joint account with a closed-ended structure and, as such, is according to Dutch Law not a corporate entity.

The Custodian is the legal owner of, and legally entitled to, the assets of a Sub Fund. All assets that are part of, or are going to be part of, a Sub Fund are, or will be, acquired by the Custodian on behalf of Participants against delivery of depositary receipts. Obligations that have been or will be entered into by a Sub Fund have been, or will be, entered into on behalf of the Custodian. The assets will be held by the Custodian at the risk and expense of Participants.

The Fund is governed by the Terms and Conditions

set by the Manager and Custodian which appear in Appendix I. These conditions are an integral part of this Prospectus and regulate the relationship between the Participants, the Manager and the Custodian.

An advantage of the structure of the Fund is the straightforward manner in which new Sub Funds can be incorporated. This enables a faster and more effective response to changing market situations. Introduction of a new Sub Fund occurs pursuant to a resolution of the Manager and the Custodian of the Fund jointly.

Another advantage is that certain general costs, such as the cost of reporting, can be lower compared with individual investments.

2.2 Manager

The Manager of the Fund is ROI am B.V., who acts solely in the interest of Participants and is entirely independent of the Custodian. The Manager is responsible for the implementation of the investment objectives in accordance with the investment policy of each Sub Fund and the Terms and Conditions of Management and Custody and will take decisions regarding the investment activities of each Sub Fund.

ROI am B.V. is a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated on 16th May 2007 in Apeldoorn, The Netherlands.

The Manager is authorised by the AFM to act as a fund manager in The Netherlands and has been granted a licence under the Wft. Pursuant to the Wft, the AFM and the DNB are the joint supervisory authorities. The supervision by the AFM primarily relates to conduct of business and the supervision by the DNB focuses on prudential supervision.

The Wft regulates Dutch and non-Dutch investment institutions and their managers active in The Netherlands in the interest of investors and market integrity. A licence under the Wft provides certain safeguards to investors as licences are only granted if requirements are satisfied concerning expertise, integrity, capital adequacy, the conduct of business and reporting provisions. Furthermore, the Fund and the Manager are subject to periodic reporting

requirements and compliance within the guidelines issued by the AFM and the DNB.

In addition to the management of contractual investment funds and all that is associated with or otherwise beneficial to this activity, the Manager's business is money management in the widest sense of the word including the carrying out of research for third parties and collective asset management.

In accordance with Dutch law and the articles of association, the annual accounts of the Fund and its Sub Funds have to be prepared on December 31 of each year and be approved by the Accountant and the Participants within six (6) month thereafter.

The full articles of association of the Manager are available for inspection and copies can be obtained from the office of the Manager, free of charge.

The Manager may delegate a number of tasks to third parties. These may include advisory, determining of the Net Asset Value of the Sub Fund, administrative work, or appointment of a Sub Fund Manager.

If the Manager appoints a Sub Fund Manager this is mentioned in the relevant Supplementary Prospectus. By acting as Sub Manager everything in the Prospectus and the Terms and Conditions set out in Appendix I will apply to the Sub Fund Manager.

The appointment of service institutions will always be made by written agreement. These agreements will include, *inter alia*, requirements designed to ensure that the Manager is able to meet the requirements set out in this Prospectus. These agreements will include provisions regarding performance standards, mutual providing of information and applicable fees.

The Manager is authorised to end co-operation with any service institutions mentioned above and to delegate the activities to other authorised institutions or to take over the activities itself.

2.3 Custodian

Stichting Trustee Millennium Development Goals Fund will act, as Custodian (the "Custodian"), acting solely in the interest and for the benefit of, the Participants.

The Custodian is a foundation (*stichting*) established under the laws of The Netherlands on 6th June 2007.

The member of the board of directors is Van Beemen Beheer B.V. represented by Mr R.V. van Beemen and Mr M.K. Schoenmakers Van Beemen Beheer B.V. is authorised by the DNB to act, directly or indirectly, as custodian in The Netherlands and has been granted a licence accordingly under the Act on Custodian Supervision (*Wet toezicht trustkantoren – (“Wtt”)*). Pursuant to the Wtt the DNB is the supervisory authority.

The Wtt regulates Dutch custodians active in The Netherlands in the interest of investors and market integrity. A licence under the Wtt provides certain safeguards to investors since licences are only granted if requirements concerning expertise, integrity, capital adequacy, the conduct of business and reporting requirements are satisfied. The Custodian is subject to periodic reporting requirements and compliance with regulations and directions of the DNB.

The Custodian specialises in the custody of assets of investment companies and is registered as such. The Custodian ensures that the outgoing flows of monies from a Sub Fund correspond to the actual costs incurred and are payable according the Terms and Conditions set out in the Prospectus. The Custodian also makes sure that Participants who withdraw from a Sub Fund receive the correct compensation. The Custodian also checks that new Participants receive the correct number of Units. Because the Custodian is in no way affiliated with the Manager, the mutual independence of the Custodian and the Manager is guaranteed.

Each Sub Fund investments are held by the Custodian, in the Custodian’s name, but at the expense and risk of the Sub Fund.

2.4 Participants

Participants are jointly beneficiaries of the total assets of a Sub Fund. Participants are entitled to share in the assets of a Sub Fund pro rata parte to the number of Units registered in the name of a Participant. The number of Units held by a Participant represents the extent of shared entitlement to the assets of a Sub Fund, rounded to two (2) decimal places.

The Custodian will maintain a register of

Participants that contains the names and addresses of all Participants, a statement of the number of Units held in a Sub Fund and the date on which those Units were issued. No certificates will be issued concerning the Units, other than a statement of the number of Units held.

With the exception of investment through bonds, there can be a meeting of Participants of each Sub Fund annually, before 1st September, called by the Manager and the Custodian in accordance with the Terms and Conditions, at which meeting the performance of the Fund in the preceding financial year will be reviewed.

There will be also a meeting of Participants of each Sub Fund in the event of the appointment of a different Manager or Custodian, if one or both of them have indicated that they wish to resign their position or if it has been decided to liquidate the Fund or a Sub Fund.

3 Fiscal Position of the Fund

The Fund is a closed-ended contractual investment fund for joint account (*besloten fonds*). This means that the Fund is fiscally transparent and therefore not subject to corporation tax or dividend tax. For tax purposes, the assets and debts of the Fund, as well as the profits and costs, are directly attributed to Participants, in proportion to the number of Units held by a Participant in a Sub Fund.

Units can only be transferred to its Sub Fund at the option of a Participant on certain conditions.

4 Fiscal Position of Participants

Participants are strongly advised to consult their financial or tax advisor regarding the fiscal consequences of acquiring and holding a Unit in a Sub Fund.

5. Investment Objective

The focus of investments in MDG Funds is on the sustainable and renewable energy and biofuels sectors, infrastructure, and water optimisation in developing countries where one or more of the Millennium Development Goals of the United Nations can be achieved.

It is anticipated that many of the initial investments will be in sub Saharan Africa, where there are some of the most urgent needs for properly structured

sound bankable investments.

6 Investment Criteria

The Fund seeks to invest in projects that are well structured and bankable to the international financial community. These type of project may include the investment in start up transactions, which have a positive cash flow expectancy after three years.

Project sponsors should have a proven track-record and/or a sound professional reputation. Projects must be well structured with sound economic returns. A due diligence report by a respected accountancy firm and/or commercial or development bank will be considered an advantage.

The Fund offers tailor-made financing based on commercial viability and the sustainable impact whilst, at the same time, seeking to provide an acceptable return for investors.

The Fund does not invest in transactions or companies, which are not considered to be either ethical or sustainable.

7 Investment Procedure

As soon as a viable project is identified for equity investment (not being a investment in bonds or debt finance) by a Sub Fund, the Manager will submit an outline description of the project to the Investment Committee.

8 Investment Committee

In respect of each Sub Fund there possibly will be established by the Manager and the relevant Sub Fund Manager an investment committee.

The investment committee will assess and approve initial and final investment proposals presented by the Manager.

The investment committee will meet as often as required to assess investment proposals or otherwise carry out its business. It will consist initially of no less than four and no more than six members unless otherwise decided by the Manager. The Manager will chair meetings of the investment committee. Other members of the investment committee can only be appointed by the Manager.

Decisions of the investment committee will be

taken unanimously if there are four members and by a two-thirds majority if there are five or six members.

9 Advisory Board

The Manager has appointed an advisory board to review and provide advice on specific matters affecting the business of the Fund. The names of the current members of the advisory board are available upon request from the Manager, free of charge.

10 Protection of Fund Interests

Where a Sub Fund makes an investment, the Sub Fund will ensure that it has the right to appropriate representation on the board and at meetings of shareholders of companies in respect of which any investment is made.

11 Administration and Internal Controls

The Manager has established internal procedures, including a code of conduct, relating to the control, management and administration of each Sub Fund. Any matter or dispute concerning the application or otherwise of the code of conduct shall be referred to the compliance officer of the Manager. Copies of the code of conduct and other documents established to provide for management of the Fund are available upon request from the Manager. In case of delegation of tasks to third parties such as advisory and administrative work with a Sub Fund such parties shall agree to act in accordance with the code of conduct. In particular the code of conduct sets out the functions and responsibilities of the Manager and further provides that any administrative or management decision shall be taken by at least two directors of the Manager.

12 Risk Profile

The risk profile of each Sub Fund differ. Investments are subject to market fluctuations and the risks inherent to the investment concerned.

There can be no guarantee, provided that it is specifically stated, that the investment objectives will be achieved. The Net Asset Value of Units of each Sub Fund can rise and fall.

13 Currency Aspects

The investments of a Sub Fund may be denominated in Euros as well as other currencies. This implies that the results of a Sub Fund may be subject to currency movements. These fluctuations can have either a

positive or a negative effect on the results of a Sub Fund. The Manager is free to decide wholly or partially to cover or hedge against currency risks.

14 Issue and Repurchase of Units

Units of a Sub Fund are registered by name and Participants are recorded in the Register. No tradable certificates of participation shall be issued. The Fund is prepared, periodically, to issue Units at the prevailing issuing price per Unit, plus associated costs and under certain conditions.

Information on the maximum surcharge and discount for each Sub Fund, the issue and repurchase of Units, as well as the frequency with which the issue and repurchase of Units may take place, is provided in the Supplementary Prospectus. The Supplementary Prospectus also states the frequency with which, and the time at which, the Value per Unit is determined or not determined.

Units in a Sub Fund may only be repurchased by the Sub Fund itself.

In the event of the death of a Participant who is an individual, the Fund is obliged to transfer a deceased Participant's Units to the heir(s). Otherwise repurchase takes place in accordance with Article 8 of the Terms and Conditions of Management and Custody of the Fund.

15 Participation

Admission and redemption charges are specified in the Supplementary Prospectus. Upon execution of an Application Form, which can be obtained at the Manager, or at any time following an increase or a decrease in the amount of a Deposit, a Participant will receive a statement specifying the old and new balance of Units held, the value per Unit and the current value of the new balance. All in accordance with the Dutch Act for the prevention of money laundering and the financing of terrorism (*Wet ter voorkoming van witwassen en financiering van terrorisme – "Wvft"*)

The Manager and the Custodian are authorised, without giving reasons, to refuse execution of a Application Form or call for security in respect thereof.

The minimum period of participation in a Sub Fund is specified in the applicable Supplementary Prospectus of each Sub Fund.

16 Reporting

The financial year of the Fund runs from 1st January through 31st December.

Each year, within six (6) months after the end of the financial year, the Manager draws up an annual report on that financial year. This report can be obtained free of charge from the offices of the Manager. The last three annual reports, insofar as these have been published, form an integral part of this Prospectus.

17 Principles of Valuation

For determination of the Net Asset Value of a Sub Fund, the following valuation principles apply.

Investments in projects are valued on the basis of the prevailing criteria for the relevant investments. The remaining assets and liabilities are valued at market value, such as investments in bonds or stock market shares.

The Net Asset Value per Unit of a Sub Fund is calculated from the total of the Fund's assets allocated to that Sub Fund, divided by the number of outstanding Units in that Sub Fund on the valuation date. The Net Asset Value is calculated after adjustments for fees and expenses. The currency in which the Net Asset Value is expressed is specified in the Supplementary Prospectus.

18 Principles for the Determination of

Results

The performance of each Sub Fund is determined by the difference between the Net Asset Value at the beginning of the reporting period and at the end of a reporting period.

If at any time there is any error in the calculation of the Net Asset Value of the Sub Fund which shows a variation of more than one (1) per cent. it will be considered material and the Manager shall recalculate the Net Asset Value of the Sub Fund. If any Participant has sold or otherwise disposed of Units on the basis of an erroneous Net Asset Value calculation, the Fund will immediately repay that

Participant or make an appropriate adjustment in respect of any new Participant.

19 Payment of Distributions

Distributions are not anticipated, as the investment objective of the Fund is to achieve capital growth rather than income. Any income received by the Fund will be reinvested. However, the Manager may, at its sole discretion and at any time, decide to distribute any income or realised profits to the Participants. Any distribution of proceeds decided on by the Manager shall be notified separately to the address of Participants as well as on the website of the Fund.

20 Expenses and Fees Introduction Expenses

The one off costs associated with the creation of a Sub Fund are two hundred and fifty thousand (250,000) (including VAT). Such costs include the expenses for legal assistance, tax consultancy, marketing and promotion and the cost of printing the Prospectus. These costs will be charged to the Sub Fund and capitalised against profits of the Sub Fund over a period of five years.

The Manager and the Custodian are jointly authorised to charge a management fee or custody fee for each Sub Fund. The Manager is furthermore entitled to charge a performance fee for each Sub Fund. The amount of these fees and the method by which they are calculated are specified in the Supplementary Prospectus.

The Manager may, while retaining his responsibility for the management, appoint one or more advisors.

Expenses, such as those for, and not limited to, administration, licences, promotion, reporting, accountancy, legal representation and meetings of Participants, are charged to the Fund, or proportionately to the Sub Funds, to which these costs relate.

The charges for these services will be provided for at prevailing market rates which estimates will be reconciled at the end of each month. The costs and fees estimated in this manner are charged directly to the Sub Fund concerned,

insofar as these are directly attributable. Indirect costs are charged to all Sub Funds in proportion to the net assets of those Sub Funds. The costs associated with the introduction of a new Sub Fund, and which are chargeable to that Sub Fund, are specified in the Supplementary Prospectus.

21 Information Provision

The licence issued to the Manager, as required by Wft is available on the website of the Manager (www.roiam.eu).

Current information regarding Sub Funds, as well as the Prospectus applicable to each Fund, Terms and Conditions, the Annual Report, together with all other relevant information are available on the Fund's own web site (www.mdgfund.eu).

22 Further Information

The Fund will aim only to acquire monies for participation in its Sub Funds from corporations, financial institutions and individuals who, acting in a professional or commercial capacity, trade or invest in investment products, as referred to in the Dutch Wft Exemption Scheme (*Vrijstellingsregeling Wft*). Units in Sub Funds of the Fund will be offered only to these categories of investors. For this reason the Fund is exempt from the prohibition contained in the Investment Institutions Supervision Act. The Fund may, however, wish to fulfil the requirements of the aforementioned Act and apply for a licence as described in this Act.

If a request is made to the Dutch regulatory authorities to revoke the licence of the Manager under the Investment Institutions Supervision Act, this will be announced through a notification sent to the address of each Participant and on the website of the Fund (www.mdgfund.eu).

23 Statement of the Manager

The Manager is responsible for this Prospectus. The information contained in this document is believed by the directors of the Manager to be true and fair, and in accordance with the facts, and no details have been omitted whose inclusion would change the meaning of this Prospectus.

Apeldoorn, 5 February 2010.

Appendix I

Terms and Conditions of Management and Custody of Millennium Development Goals Fund.

Article 1: Definitions

Unless expressly stated otherwise in these Terms and Conditions, the following definitions have the following meanings:

Supplementary Prospectus

A Supplementary Prospectus, which contains special conditions regarding one or more Sub Funds.

Manager

ROI am B.V., which is responsible for managing the Fund and will act as Manager within the meaning of the Wft.

Custodian

Stichting Trustee Millennium Development Goals Fund which will be responsible for the custody of the Fund and will act as Custodian within the meaning of the Wft.

Fund:

Millennium Development Goals Fund, an investment fund within the meaning of the Wft.

Fund Assets:

The assets of the Fund consisting of shares, loans, securities, deposits, cash and derivative products such as, among others, options, futures and claims, cash and debts, which assets are divided into one or more series of Units.

Participant

A holder of one or more Units in a Sub Fund.

Unit

The extent of the entitlement of a Participant in a Sub Fund where each Unit issued in the relevant Sub Fund gives an equal right to a share in that Sub Fund. The extent of the entitlement of each Unit in the Sub Fund's assets is determined by dividing the Net Asset Value of the Sub Fund by the total number of Units issued. The Net Asset Value is determined through application of the conditions in Article 6.4. Units are registered by name and no

certificates of participation are issued.

Prospectus

The Prospectus of the Fund.

Sub Manager

A party appointed by the Manager, who acts as Manager of one or more Sub Funds.

Sub Fund

A series of Units in the Sub Fund, which are administered separately as part of the Fund and the value, return and costs of which are attributed to the Units that have been issued in respect of the Sub Fund in question.

Meeting

A meeting of Participants, the Manager and the Custodian, as referred to in Article 19.

Wft

Act of 1st January 2007 (Bulletin of Acts and Decrees 380 - *Staatsblad*), containing conditions relating to the supervision of investment institutions or any future scheme that governs the supervision of investment institutions in place of this Act.

Profit

The balance of the income after the costs and fees of the Fund or the Sub Fund have been deducted from that income.

Article 2: The Fund

2.1. The Fund is a closed-ended Fund for Joint Account within the meaning of Dutch fiscal legislation. The Fund is governed by these regulations. The Fund is not a corporate entity nor a private company.

2.2. The Fund is called **MILLENNIUM DEVELOPMENT GOALS FUND**.

2.3. These conditions apply to, and are an integral part of, the Prospectus and any Supplementary Prospectus.

Article 3: Objective of the Fund

The objective of the Fund is, through a Sub Fund, to invest in shares, securities, loans, deposits, cash and derivative products such as, *inter alia*, options and futures, in the manner described in each

Supplementary Prospectus, in order to allow the Participants to share in the return on those investments, as well as ensuring the execution of all activities that are connected with these objectives in the broadest sense of the term. The profitability of these activities will, in accordance with the conditions of Article 16, be at the joint benefit, expense and risk of Participants.

Article 4: Place of Business

The Fund has its registered office in Apeldoorn at the office of the Manager.

Article 5: Duration

5.1. The Fund is constituted for an unlimited period. Only with the consent of Participants, can the Manager decide to liquidate the Fund, if it should decide that such is in the best interests of the Fund and the Participants.

5.2. A decision to liquidate the Fund as referred to in paragraph 5.1 above can only be taken after the issue of new Units has been suspended for at least two months.

Article 6: Contribution and the Fund's Assets

6.1. The Fund's assets are administratively divided into one or more Sub Funds and each of these Sub Funds issues a unique series of Units, the name of which corresponds to the administrative designation of that Sub Fund. Upon the joint decision of the Custodian and the Manager, the Fund may create new Sub Funds and issue new series of Units.

6.2. Upon joining the Fund and the creation of each new Sub Fund, each Participant will execute a Application Form, which can be downloaded from the website of the Fund. Any Commitment or Deposit will be part of the Fund's assets in the manner described in the umbrella Prospectus or the relevant Supplementary Prospectus, in which the price per Unit as well as the Supplementary conditions for Participation are listed.

6.3. A Participant will receive Units in proportion to his contribution as referred to in the previous paragraph. Fractions of Units are expressed up to two (2) decimal places.

6.4. Insofar as it is necessary for the new issue of Units to Participants, the repurchase of Units by the Fund, or for reporting purposes, the value of the Fund's assets will be determined according to generally accepted valuation principles, with due regard to the following:

6.4.1 investments listed on a stock exchange will be valued in accordance with the applicable conditions in the relevant Supplementary Prospectus;

6.4.2. investments that are not listed on a stock exchange will be valued at a realistic price, according to the criteria that are generally accepted for such investments;

6.4.3. the remaining assets and liabilities are valued at nominal value.

The share of the Fund's assets to be attributed to each Sub Fund divided by the number of Units in the relevant Sub Fund issued at the time of valuation, is the Net Asset Value of the various series of Units, after deduction of the costs and fees that are attributable to the Fund in question. The Net Asset Value calculated in this matter will be denominated in EUROS per Unit, or such other currency as the Manager shall decide, and will be fixed at the end of each month. It will be made available by the Manager and/or the Custodian.

Article 7: Admission of Participants and the Issue of Units

7.1. Without prejudice to the other conditions in this article, the execution of a Application Form will lead to the issue of Units to the Participant. The number of Units to be issued will be calculated on the basis of the amounts set out in a Application Form and in accordance with the provisions of the relevant Supplementary Prospectus divided by the Net Asset Value of the Units of the Sub Fund for which the Participant registers. The number of Units of the relevant Sub Fund that are issued is expressed up to two (2) decimal places.

7.2. Admission to the Sub Fund will only take place after:

7.2.1 execution of a Application Form, which means that a Participant has irrevocably and unconditionally accepted these conditions. The Application Form appears as Appendix II of this Prospectus and is otherwise available from the

Custodian and the Manager. and is part of any Prospectus;

7.2.2. the Custodian is the issuer of Units.

7.3. Admission to a Sub Fund, followed by the issue of new Units in a Sub Fund will occur in the manner and with the frequency as stated in the Supplementary Prospectus of the Sub Fund in question. The Custodian has the authority to prescribe a minimum deposit for the first and subsequent subscriptions for Units.

Article 8: Repurchase of Units

8.1. Except in extraordinary circumstances, when the Fund will suspend the repurchase of Units, the Fund will repurchase Units offered by Participants provided that no Units will be eligible for repurchase by the Fund until the tenth anniversary of the date of issue of original Units. Participants will receive the Net Asset Value for Unit(s) sold, determined in accordance with the conditions in Article 6.4 less the costs of disposal. This amount will be paid out to the Participant within fourteen (14) days of repurchase, in the form of a transfer to the bank account of the Participant stated in the register referred to in Article 14.2.

8.2. The extraordinary circumstances under which the Sub Fund will not accept an offer to repurchase Units, include those under which the Sub Fund would not be able to clear the monies needed for payment from its bank balance on the day on which the payment would be due, and/or for which (full or partial) liquidation of the assets of the Sub Fund in question would be required at a rate which the Sub Manager, in the interest of all the Participants, considers unacceptable; a breakdown of the trading systems of the stock exchange; suspension of trade on the stock exchange or foreign exchange regulations. It is solely up to the Manager to decide if the extraordinary circumstances referred to in this paragraph have occurred.

8.3. In order to ensure that the Sub Fund will, to a reasonable extent, be able to repurchase Units in each Sub Fund in accordance with the conditions set out in this article, the Sub Manager will, at all times, maintain funds not exceeding ten (10) per cent. of the Net Asset

Value of the Sub Fund in reputable banks, investments in securities that are listed on a government recognised stock exchange in the European Union or G-10 countries, securities that are registered with the Securities and Exchange Commission of the United States of America or similar liquid investment instruments.

8.4. Repurchase of Units in a Sub Fund will occur in the manner and with the frequency as stated in the Supplementary Prospectus of that Sub Fund.

8.5. If a Participant dies; is declared incapable to act; requests a suspension of payment (which suspension is granted by way of an irrevocable court decision); is declared bankrupt; offers his creditors a rescheduling arrangement or private settlement of his debts; if the value of all the Units held by a Participant decreases below the value referred to in clause 1.2 of the Supplementary Prospectus, the Participant, his legal successor(s) or representative(s) are, subject to the provisions of article 8.1, obliged to offer for repurchase, Units held by such Participant in accordance with the conditions of this article. The Custodian may decide not to accept the offer of a Participant to repurchase Units.

Article 9: Exchange of Units

Insofar as the possibility of exchanging the Units in a Sub Fund for Units in another Sub Fund is offered, this will be included in the relevant Supplementary Prospectus, along with information on the procedure, the conditions and the costs of such an exchange.

Article 10: Management and Representation Board and the Management and Custody of the Assets

10.1. Unless stated otherwise in these conditions, Participants hereby irrevocably and unconditionally grant an exclusive mandate to the Custodian and authorise him, in his own name but at the joint expense and risk of Participants, to carry out all the activities that are necessary or desirable for the custody of the Sub Fund's assets and do all that is connected with the above or may be beneficial to that purpose.

10.2. The Custodian will, *inter alia*, open one or more bank accounts in the name of the Sub Fund into which, excluding all other methods of payment or bank accounts, the income of the Sub Fund

arising from management of the Sub Fund's assets will be paid. Furthermore, the Custodian will organise the administration and collection of claims owed by third parties concerning all the amounts forming part of the Sub Fund's assets.

10.3 . The Custodian will maintain the Sub Fund's assets separate from its own assets, by way of *fiducia cum amico* for all Participants.

10.4 Participants hereby irrevocably and unconditionally grant an exclusive mandate to the Manager and the Custodian, so that the Manager and the Custodian, acting jointly, can legally dispose of the Sub Fund's assets.

10.5. Participants hereby irrevocably and unconditionally grant an exclusive mandate to the Manager to do all that is required, useful or desirable to manage the Sub Fund's assets.

10.6. In connection with the activities referred to in paragraph 5, the Manager will carry out at least the following activities, provided that they fall within the investment policy determined in the Prospectus and the Supplementary Prospectuses:

10.6.1. preparing agreements regarding the disposal of the assets belonging to the Sub Fund:

10.6.2. after written permission has been obtained from the Custodian, entering into the agreements referred to in paragraph 10.6.1 on behalf of and at the expense and risk of the Sub Fund.

10.6.3. making payments from the bank account(s) referred to in Article 10.2, which are claimed within the framework of the management of the Sub Fund's assets;

10.6.4. after written permission has been obtained from the Custodian, making payments as referred to in paragraph 10.6.3 from the bank account(s) referred to in Article 10.2;

10.6.5. investigating the necessity or desirability to transfer the day-to-day management of the assets of the Sub Fund in question to competent third parties;

10.6.6. preparing agreements with the third parties or advisors and (Sub) Fund managers referred to in paragraph 5;

10.6.7. entering into the agreements referred to in paragraph 6 on behalf of the Sub Fund; and

10.6.8. after consultation with the Custodian, providing information regarding the Sub Fund to third parties, which includes providing information to supervisory authorities as is legally required.

Before carrying out other activities that are not mentioned in this paragraph the Manager will always consult with the Custodian.

10.7. The Custodian will only grant the written permission referred to in paragraphs 10.6.2 and 10.6.3 after receipt of a statement from the Manager that undertakes that it will dispose of the Sub Fund's assets within the framework of the regular performance of its management duties.

10.8. Insofar as the conditions reasonably permit, the Custodian can request the Manager to cancel a legal act it has performed on behalf of the Sub Fund.

10.9. If the Sub Fund suffers losses as a result of the activities performed by the Custodian or the Manager, the Custodian or the Manager will take all measures to mitigate the circumstances causing the loss and to repair the resulting damage. Insofar as the loss is the result of negligence or is otherwise attributable to acts of the Custodian or the Manager, the Custodian or the Manager will be liable. If and insofar as the Manager has exceeded the limits of the investments restrictions referred to in the Prospectus or the Supplementary Prospectus, or other regulatory determined investments restrictions, which act is deemed to be a fault attributable to the Manager, the Manager will be obliged to compensate for the resulting damage (insofar as this would result in loss to the Participants in the Sub Fund in question), which may include cancelling transactions made without charging the costs to Participants of the Sub Fund in question.

Article 11: Performance of Duties and Independence of the Custodian and the Manager

The Manager and the Custodian hereby warrant that they will perform their duties under these terms and conditions independently from each other and will

act solely in the interest of Participants. They further warrant that they will perform their duties in accordance with the requirements of their duties, including the Prospectus and each Supplementary Prospectus, applicable law or any other regulations that are generally binding. The directors of the Manager and the Custodian respectively will not, directly or indirectly, have financial or personal links with the Custodian or the Manager.

Article 12: Expenses, Fees and Other Obligations

12.1. The costs of admission to a Sub Fund, as well as the expenses and fees to which the Custodian, Manager and Sub Manager are entitled by virtue of the performance of their duties under these conditions, as well as the frequency with which these costs are charged to each Sub Fund, will be included in the Supplementary Prospectus of the Sub Fund in question.

12.2. The costs of services provided by external advisers and of meetings, as specified in the Prospectus and each Supplementary Prospectus, will be charged to the Sub Fund to which these expenses are attributable.

12.3. The judgment of the Manager as to which Sub Fund expenses, fees and other liabilities are attributable, is binding on all Participants, on the understanding that each liability that accrues to the Sub Fund will be binding for the entire Fund, unless it has been or will be agreed with the creditor in question that the liability will only be charged to the relevant Sub Fund(s).

12.4. Insofar as expenses or fees to be paid are not directly attributable to a Sub Fund, they will be charged to all Sub Funds, in proportion to their net asset value.

Article 13: Duration, Termination, Custody and Management and Sub Management

13.1. If the Custodian and/or the Manager has acted with such negligence that they cannot reasonably be expected to continue their relationship with the Custodian or the Manager, the Participants can decide in a meeting to

replace the Custodian or the Manager, with a notice period of six (6) months. Replacement of the Custodian or the Manager will lead to immediate revocation of the applicable mandates and authorisations referred to in Article 10.

13.2. A decision as referred to in the previous paragraph may, in deviation from the conditions in Article 19, only be taken by at least three quarters (75 per cent.) of the votes cast in a meeting, in which at least three quarters (75 per cent.) of the Sub Fund's assets are represented. If at least three quarters (75 per cent.) of the Sub Fund's assets are represented, a new meeting will be held within four (4) weeks, to be called in the manner referred to in Article 19, in which the decision referred to in the previous paragraph can be taken by a majority of at least three quarters (75 per cent.) of the votes cast without a quorum requirement. If it is decided to replace the Custodian and/or the Manager, the Participants will immediately take measures to that effect.

13.3. The Custodian and the Manager have the right to discontinue their activities with a notice period of six (6) months. In that case, the Custodian or the Manager is obliged to take the measures that are required that are useful or desirable for the continuation of a proper custody or management of the Sub Fund's assets, which includes searching for a new Custodian, Manager or (Sub) Fund manager.

13.4. Before taking the measures referred to in the preceding paragraph, the Custodian and/or the Manager will at all times, unless urgent conditions do not allow for such a deferral, call a meeting in which the Custodian or the Manager submits a proposal for those measures for the approval of the Meeting. Insofar as such measures, due to urgent circumstances, have already been taken without a meeting having been called, the Custodian or the Manager will immediately after such measures have been taken call a meeting to request that the measures taken are approved retroactively.

13.5. If the Custodian or the Manager, by written notice to be addressed to all other Participants, expresses the intention to discontinue its activities, the Custodian or the Manager will, no later than four (4) weeks after this notice has been sent, convene a meeting to appoint a new Custodian or Manager.

13.6. Without prejudice to the conditions in

paragraphs 1 and 2, the relationship with the Custodian and/or the Manager will be terminated upon:

13.6.1. Dissolution of the Custodian or the Manager;

13.6.2 A request for suspension of payment or bankruptcy by the Custodian or the Manager;

13.6.3. Bankruptcy of the Custodian or the Manager; or

13.6.4. Irrevocable termination of the Fund, after the Fund's assets have been liquidated and all the Participants have received or paid their share of the liquidation proceeds or deficit.

13.7. Upon termination of the relationship with the Custodian or the Manager each party will provide all the cooperation that is required, useful or desirable for such a transfer of custody or management of the Fund's assets to a new Custodian or Manager.

Article 14: Registration of Units

14.1. Each Participant is credited in the books of the Sub Fund for the total number of Units he owns.

14.2. The Custodian will maintain a register that lists the names and addresses of the Participants, as well as of the number of Units they own and the series of such Units. Unless the Custodian has received written notice of any change in these details, any inaccuracy of the details in the register will be at the expense and risk of the Participant in question.

14.3. The Participant will, on request, receive an extract from the Custodian, free of charge, of each registration referred to in paragraph 14.2, and any change in registration details. This extract does not grant any legal rights.

Article 15: Restriction on Transfer of Units

A Participant may only transfer his Units to the Sub Fund and, if the Participant is a private person, to blood relatives or other persons entitled by Dutch law related in the direct line. Upon redemption, Units held by a Participant

will be repurchased by the Sub Fund in accordance with the conditions in Article 8.

Article 16: Rights and Obligations of the Participants, the Custodian and the Manager

16.1. With respect to external relations, the Custodian is responsible for all the liabilities of the Sub Fund. However, with respect to internal relations the Participants will indemnify the Custodian against third party claims against the Custodian regarding debts of the Sub Fund.

16.2. The Sub Fund's assets are held, proportionate to the value of the Units held by them, at the expense and risk of the Participants, while neither the Custodian nor the Manager can claim the Sub Fund's assets.

16.3. All the profits and losses of the Sub Fund resulting from or connected with the management of the Sub Fund's assets that can be attributed to a Sub Fund will be to the credit of or at the expense of Participants, proportionate to their Units in the relevant Sub Fund.

16.4. The judgment of the Custodian as to which Sub Fund(s) profits and/or losses are attributable, is binding on all of the Participants.

16.5. Insofar as profits and losses are not directly attributable to a Sub Fund, they will be charged to all the Sub Funds, proportionate to their Net Asset Value.

16.6. If, at any time, the debts attributable to a Sub Fund exceed the profits attributable to that Sub Fund, the remaining balance will be debited in the books of the Fund, proportionate to the Units issued for that Sub Fund that are held by the Participants, and Participants will be liable for the debit balance.

16.7. Unless stated otherwise in these conditions, a Participant, who has withdrawn from the Sub Fund in accordance with the conditions in Article 8, can no longer be made to repay the amount paid to him by virtue of the preceding paragraph. The Manager, who has the right of recourse against Participants, indemnifies and holds harmless former Participants from claims by third parties.

16.8. The rights and obligations of the Sub Manager of a Sub Fund are equal to those described in

paragraphs 1 to 7 in respect of the Sub Fund in question.

Article 17: Financial Year, Information and Annual Accounts

17.1. The financial year of the Fund is a calendar year.

17.2. The Custodian is obliged, on behalf of the Sub Fund, to maintain such record of the financial position of the Sub Fund and each Sub Fund that the rights and obligations of the Sub Fund can be known at any time.

17.3. Within six months after the end of a financial year, the Custodian will produce a balance sheet and a profit and loss statement, which will be drawn up and provide a record as determined in Title 9 of Book 2 of the Dutch Civil Code and the Dutch Accountant directive RJ 615. The balance sheet will give an accurate, clear and precise picture of the assets and the composition of assets and liabilities at the end of the financial year. The profit and loss statement will give an accurate, clear and systematic picture of the performance in the financial year and how that relates to the income and expenditure. The balance sheet, the profit and loss statement together with any notes jointly form the annual accounts of the Sub Fund.

17.4. In order to calculate the annual profit, all company expenses, which include the fees of the Custodian and the Manager and losses incurred are deducted from the gross income of the Sub Fund according to accepted accounting principals.

17.5. The Manager will instruct an expert within the meaning of Section 2:393 of the Dutch Civil Code and the Dutch Accountant directive RJ 615 to audit the annual accounts of the Sub Fund. This expert is to audit the annual accounts and provide them with a statement regarding their accuracy with respect to the size and composition of the Sub Fund's assets and the performance of the financial year in question, within six months after the end of the financial year.

17.6. The Custodian may delegate one or more of the tasks given to him under paragraphs 17.2 and 17.3 to a qualified third party. The costs

involved in this will be borne by the Fund.

17.7. No later than six months and one week after the end of the financial year, the Custodian will draw up the annual accounts, jointly adopted by the Custodian and the Manager, and the statement referred to in paragraph 17.5, available to the Participants, free of charge. The Custodian will inform Participants by sending them written notification. Participants will be informed in the same manner of the payments becoming payable and the composition of the payment as referred to in Article 18.2, as well as of the method of payment.

17.8. No later than six months after the end of the fiscal year, the Custodian will publish annual accounts in accordance with the conditions of Title 9 Book 2 of the Dutch Civil Code and the Dutch Accountant directive RJ 615, and will at the same time send them to the designated authorities pursuant to statutory regulations.

17.9. The conditions in Articles 17.3 and 17.4 of the relevant article apply to the drawing up of the half yearly accounts of the Fund referred to in paragraph 17.8 and to the calculation of profit in the relevant period.

17.10. The Custodian is responsible for providing the regular information required by statutory regulation to the relevant authorities.

17.11. Each Participant will annually receive a statement of the information relevant to him for the declaration of any tax owed.

17.12. If one or more participant wishes to hold a meeting in connection with the approval of the annual accounts of the Sub Fund, this meeting shall be convened in the manner set out in Article 19.

17.13. If there is a dispute among Participants with respect to the approval of the annual accounts, the Manager will, at the request of one or more Participants who jointly represent at least twenty five (25) per cent. of the total number of Units issued by the Sub Fund, present the annual accounts to an independent expert appointed by the Custodian. The annual accounts of the Sub Fund approved by this expert will be binding on all parties. The costs charged by the independent expert for his services will be at the expense of the Sub Fund.

Article 18: Profit

18.1. After the Custodian and the Manager have received the fees owed to them and the costs and liabilities attributable to the various Sub Fund as referred to in Article 12 have been paid, Participants will be entitled to the remaining share of the profit of the preceding financial year, proportionate to the number of Units in the Sub Fund(s) in question held by him.

18.2. The profit of a Participant, less any taxes owed, which includes dividend tax, will be paid out to them no later than eight months from the end of the financial year, through a free issue of Units or parts of Units and registration of those Units in the register as referred to in Article 14, unless the Manager decides to pay the annual profits to the Participants in cash, by means of a transfer to the bank account of the Participant that is listed in the register referred to in Article 14.

18.3. Profits will be reinvested in the relevant Sub Fund for the benefit of Participants.

Article 19: Meetings

19.1. A meeting is called:

19.1.1. at the request of one or more Participants, after receipt of the written approval of one or more Participants, who jointly represent at least twenty five (25) per cent. of the Sub Fund's assets;

19.1.2. at the initiative of the Custodian; or

19.1.3 at the request of the Manager.

A request as referred to in paragraph 19.1.1 or 19.1.3 should be submitted to the Custodian in writing, accompanied by a description of the matters to be discussed. The Custodian will convene the meeting no later than five business days after receipt of the written request.

19.2. The Custodian will call a meeting by sending the Manager and the Participants written notification stating the date, time and location of the meeting and the matters to be discussed. The Manager and/or a Participants can, provided that it is submitted at least seven days before the meeting is to be held, submit

proposals regarding additional matters to be discussed in the meeting to the Custodian. The Custodian will immediately provide extracts of these matters to other Participants.

19.3. The meeting will be held no earlier than fifteen days from the date the notification is sent to the Custodian. Legal decisions can only be taken if proposals to that end have been made known to Participants in accordance with the conditions in paragraph 19.2. Meetings will always be held in Apeldoorn or the surrounding region and will be chaired by the Manager.

19.4. Unless stated otherwise in the regulations, resolutions adopted by the meeting are taken by absolute majority of the votes, under the following procedures: Votes are first cast per Sub Fund, and every issued Unit has a right to one vote. These votes per Sub Fund result in one vote per Sub Fund, the weight of which in the final decision will be decided by the net asset value of the Sub Fund. The Custodian and the Manager do not have a vote. The Custodian will be responsible for reporting matters discussed in the meeting.

19.5. The conditions in paragraph 19.3 can be changed, provided that all the Participants present at the meeting, agree to such change.

19.6. Holders of Units that were issued for any single Sub Fund can hold a meeting in which they discuss and make decisions on matters that are relevant for the Sub Fund in question. Such a meeting is called according to the conditions in paragraphs 19.1, 19.2 and 19.3, on the understanding that such a meeting is only called after one or more Participants, who jointly represent at least twenty five (25) per cent of the relevant Sub Fund's assets, have agreed to it. Resolutions are taken and reporting takes place according to the conditions in paragraph 19.4. Paragraphs 19.5 and 19.7 apply accordingly.

19.7. Access to the meeting is granted on production of an entry pass, which the Participant can obtain from the Custodian, free of charge, by written request. This written request should be received by the Custodian no later than three (3) business days prior to the day of the meeting.

Article 20: Termination and Liquidation of the Fund and the Sub Funds

20.1. The Fund can only be terminated:

20.1.1. Through a decision to that effect, which can only legally be taken upon a written proposal of the Manager, taken by at least three quarters (75 per cent.) of the votes cast in a meeting, in which at least three quarters (75 per cent.) of the Fund's assets are represented. If at least three quarters (75 per cent.) of the Fund's assets are not represented, a new meeting will be held within four weeks, to be called in the manner referred to in Article 19, in which decisions can be taken by a majority of at least three quarters (75 per cent.) of the votes cast without a quorum requirement.

20.1.2. Through dissolution of the Fund or Sub Fund pursuant to an irrevocable court decision;

20.1.3. If licence held by the Manager referred to in the Wft, is revoked unless such revocation takes place upon written request of the Manager.

If one or more of the conditions described in paragraphs 20.1.2 and 20.1.3 above occurs, the Custodian will immediately call a meeting in the manner described in Article 19.

20.2. Upon termination of the Fund or Sub Fund, the Sub Fund's assets will be liquidated by the Manager, under the supervision of the Custodian. The Fund and Sub Fund will then continue to exist only for the purpose of the liquidation. The relevant stipulations of these conditions will continue to apply until liquidation is completed.

20.3. Any surplus remaining after liquidation of the Sub Fund will be for the benefit of the Participants, proportionate to the Net Asset Value of the Units held by them. The conditions set out in Article 16 will apply accordingly.

20.4. Liquidation of the Fund or Sub Fund will take no longer than three months, unless, at the sole discretion of the Manager, exceptional events as referred to in Article 8.2 occurs that justifies exceeding this term.

20.5. Within the period referred to in the

previous paragraph, the Manager will submit a statement and accounts, and a payment plan to Participants. No later than one month after this, the amounts to be paid out from the liquidation will be made available to the Participants.

20.6. A Sub Fund can be terminated by joint decision of the Custodian and the Manager. The conditions in paragraph 20.1.2 and 10.1.5 apply accordingly to the termination of a Sub Fund.

20.7. Notice of termination by the Custodian and/or the Manager, pursuant to Article 13.3, replacement of the Custodian and/or the Manager pursuant to Article 13.1 and termination of a Sub Fund pursuant to Article 20.6 are not considered grounds for termination referred to in paragraph 20.1.

Article 21: Amendment of Conditions

21.1. Amendment of these Conditions of Management and Custody can only take place on the joint recommendation of the Custodian and the Manager, following a decision of a meeting convened for that purpose, taken by a majority of three-quarters (75 per cent.) of the votes cast. Amendments to these conditions will only come into force after they have been passed by notarial deed.

21.2. If the Manager has been granted a licence as referred to in the Wft, notwithstanding the conditions in paragraph 20.1 above, amendments to these conditions that diminish the rights or assets of the Participants or imposes liabilities on the Participants, shall only come into effect three (3) months after the Participants have approved these amendments. During this period Units can be offered to the Sub Fund in accordance with the conditions in Article 8.

21.3. The notice, in which the meeting referred to in paragraph 21.1 is called, will expressly state that there will be a proposal to amend these conditions.

Article 22: Revocation of Licence.

The Manager will immediately notify the Participants of a request to revoke the licence of the Manager as referred to in the Wft by sending a written notification to each Participant.

Article 23: Applicable Law and Competent Court

These Terms and Conditions are subject to Dutch

law. Unless determined otherwise, any dispute regarding the validity, explanation or fulfilment of these conditions will be presented to a competent court.

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