

**Regulation 33 Disclosures – IRES Fund Management Limited as AIFM**

**23(1)(c) - description of the main legal implications of the contractual relationship**

The main legal implications of the contractual relationship entered into for the purpose of investment in the AIF are as follows:

- (i) By submitting the relevant subscription agreement to the Administrator, the investor makes an offer to subscribe for Shares which, once it is accepted by the Company, has the effect of a binding contract. The terms of such contract are governed by the subscription agreement (read together with the Prospectus).
- (ii) Upon the issue of Shares, such investor becomes a Shareholder of the Company, and the Constitution takes effect as a statutory contract between the Shareholders and the Company.
- (iii) The Constitution may only be amended by way of a special resolution in accordance with the Companies Act 2014.
- (iv) Subject to any separate contractual arrangements agreed to by a Shareholder with the Company, a Shareholder's liability to the Company will generally be limited to the amount, if any, unpaid on the Shares held by such Shareholder.
- (v) The Constitution is governed by, and construed in accordance with, the laws of Ireland. The subscription agreement of the Company is expressed to be governed by, and construed in accordance with, the laws of Ireland.
- (vi) The rights and restrictions that apply to a Shareholder's shares may be modified and/or additional terms agreed by way of side letters (subject to such terms being consistent with the Constitution). In certain cases, these side letters may be governed by the laws of a different jurisdiction. However, such side letters may not contravene the terms of the Constitution or Irish law generally.

Prospective non-Irish investors should consult their own local counsel concerning the enforceability of locally rendered judgments in the appropriate Irish court, as applicable.

**23(1)(i) - A description of all fees, charges and expenses and of the maximum amounts thereof which are directly or indirectly borne by investors**

AIFM

Fees Pursuant to the Management Agreement, the Company pays 3.5% per annum of its gross rental income as property management fees and 0.5% per annum of its net asset value together with relevant reimbursements as asset management fees to the AIFM. The Management Agreement governs the provision of portfolio management, risk management and other related services to the Company by the AIFM on a day-to-day basis.

#### The Depository

For the services provided under the Depository Agreement, the Depository is entitled to an annual fee of €150k together with VAT.

The Depository is entitled to reimbursement in respect of all out-of-pocket expenses incurred by it in the performance of its duties,

The Depository is entitled to reimbursement in respect of the fees and customary agents charges paid by it to any sub-custodian (which shall be charged at normal commercial rates as if negotiated at arms' length) together with value added tax.

#### Auditor

The fees charged by KPMG depend on the services provided, and are computed, among other things, on the time spent by KPMG on the affairs of the Company. The fees for the review of the Company's interim financial statements and the audit of the Company's annual financial statements are fixed pursuant to the KPMG engagement letter.

#### The Registrar

For the services provided the Registrar is entitled to a fee based on the number of shareholder accounts of the Company, subject to a fee of €23,135 per annum, to a fee of €887.26 per annum in respect of insurance cover, to a fee for a placing subject to a minimum of €1,500 per transaction and to additional fees for certain other services. There is no maximum amount payable under the Registrar Agreement. The Registrar is also entitled to certain out of pocket expenses.

#### *Regulatory Reporting Services:*

##### Annex IV Reporting

€8,250 p.a. together with VAT

##### EMIR Reporting

€3,267 p.a. together with VAT

#### **23(1)(d) – Details of the identity of the AIFM, and a description of its duties**

The AIFM, IRES Fund Management Limited (PSRA License Number: 003270), is the alternative investment fund manager for Irish Residential Properties REIT plc (the "AIF"). The AIFM is a wholly-owned subsidiary of the AIF, which was incorporated in Ireland on 10 February 2014 with registered number 539306 under the Companies Act 1963 (as amended) and is registered as a limited liability company. The AIFM is authorised as an alternative investment fund

manager by the CBI pursuant to the European Union (Alternative Investment Fund Managers) Regulations 2013 (S.I. No. 257 of 2013) in Ireland (the "AIFM Regulations").

The AIFM has been appointed as the alternative investment fund manager of the AIF pursuant to an investment management agreement, as amended and restated from time to time (the "Management Agreement"). Pursuant to the Management Agreement, the AIFM provides portfolio management, risk management and other services in relation to the AIF's investments and is authorised to act with day-to-day authority, power and responsibility for the investments, in accordance with the investment objectives and policies set out in the prospectus for the AIF.

The AIFM ensures that it acts in compliance with the AIFM Regulations in its role as alternative investment fund manager of the AIF. The AIFM may delegate certain functions with respect to its duties to third parties in accordance with the delegation requirements under the AIFM Regulations. Notwithstanding any delegation the AIFM shall remain liable to the AIF for the proper performance of the portfolio management, risk management and valuation services.

The AIFM is only licensed to manage one AIF Irish Residential Properties REIT plc.

#### **Details of the identity of the AIF's depositary and a description of its duties**

Irish Residential Properties REIT Plc as AIF has, in accordance with the requirements of the AIFMD, appointed BNP Paribas Securities Services (the "Depositary"), Dublin Branch to act as its depositary pursuant to the terms of a depositary agreement between the AIF, the Depositary and the AIFM dated April 2014 (as may be amended from time to time) (the "Depositary Agreement"). The Depositary is authorised as a provider of depositary and custodial services to collective investment schemes under the Investment Intermediaries Act 1995 (as amended). The Depositary is a branch of BNP Paribas S.A, a company incorporated in France and is authorised by the ACPR (Autorité de contrôle prudentiel et de résolution) and supervised by the AMF (Autorité des Marchés Financiers).

The Depositary has been appointed for the safekeeping of the AIF's assets and to provide such other related services as are required under the AIFMD. The Depositary has a number of roles relating to oversight of certain of the activities of the AIF. In addition, the Depositary also has custody duties in respect of any assets acquired by the AIF and monitoring duties regarding the AIF's cash flows.

The Depositary has not entered into any contractual arrangement to discharge itself of liability in accordance with Article 21(13) and 21(14) of the AIFMD and, therefore, the Depositary's liability is not affected by the delegation of its safe-keeping function as outlined above. Shareholders will be notified of any changes with respect to the discharge by the Depositary of its liability in accordance with Articles 21(13) and 21(14).

The Depositary may delegate to third parties certain of its duties, obligations and powers under the Depositary Agreement (a "Sub-Depositary"). The Depositary shall exercise all due skill, care and diligence in its appointment of a Sub-Depositary and shall keep exercising all due

skill, care and diligence in the periodic review and ongoing monitoring of the Sub-Depositary in respect of the matters delegated to it. The Depositary shall be liable to the AIF or its shareholders for the loss by the Depositary or any of its Sub-Depositaries of financial instruments. In the case of a loss of financial instrument held in custody by the Depositary or any of its Sub-Depositaries, the Depositary shall return a financial instrument of identical type or the corresponding amount to the AIF without undue delay. The Depositary shall not be liable if it can prove that such loss has arisen as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary.

#### **Details of investors rights against all service providers, including AIFM**

##### *The Depositary Agreement*

The Depositary Agreement was entered into on 11 April 2014 between the AIF, the Depositary, Gandon Alternative Fund Management Limited and the AIFM (the “**Depositary Agreement**”).

The initial term of the Depositary Agreement was three years, which renews annually for successive one-year terms unless terminated on 90 days' notice. Early termination is permitted in cases of insolvency, unremedied material breach or Central Bank direction.

Under the Depositary Agreement, the AIF agrees to indemnify the Depositary against all claims and expenses save those caused by the Depositary's material breach of agreement, or its negligent or intentional failure to properly fulfil its obligations pursuant to AIFMD. The Depositary is entitled to an annual fee of €150k together with VAT. The Depositary is entitled to reimbursement in respect of all out-of-pocket expenses incurred by it in the performance of its duties, and is entitled to reimbursement in respect of the fees and customary agents charges paid by the Depositary to any sub-custodian (which shall be charged at normal commercial rates as if negotiated at arms' length) together with VAT.

##### *The AIFM Agreement*

The AIFM Agreement was entered into on 27 April 2023 between the AIF and the AIFM (the “**AIFM Agreement**”). This is a restated agreement, amending a prior AIFM agreement where the AIFM was appointed with effect from 31 January 2022. The AIFM's appointment is deemed to have commenced on 31 January 2022 (which replaced the 2014 Investment Management Agreement between the same parties) and continues unless and until terminated in accordance with the terms of the AIFM Agreement.

The AIFM Agreement may be terminated by either party on not less than 90 days' written notice. It may also be terminated with immediate effect in cases of insolvency, if a party becomes incapable of performing its duties under the AIFM Agreement, unremedied material breach, where the AIFM ceases to be permitted to act under applicable laws, where the directors of

the AIF state in writing that a change of manager is desirable in the interests of Shareholders, or where an examiner or administrator is appointed.

Under the AIFM Agreement, the AIF agrees to indemnify the AIFM against all actions, proceedings, claims, costs, demands, losses and expenses (including legal and professional expenses) arising from the AIFM's performance of its duties, save where such claims arise from the fraud, wilful default or negligence of the AIFM, its subcontractors, delegates, servants or agents. The benefit of the indemnity does not extend to exemplary, indirect or consequential losses.

The AIFM is entitled to a fee of 0.5% of the AIF's net asset value plus 3.5% of gross rental income. The maximum annual fee may not be increased without approval by a majority of votes cast at a general meeting of the AIF. The AIFM is responsible for all of its own out-of-pocket expenses incurred in the performance of its duties, and all remuneration payable to any delegate to whom the AIFM's functions are delegated shall be paid by the AIFM.

**23(1)(e) - Description of how the AIFM is complying with the requirements of Article 9(7)**

The AIFM covers potential professional liability risks resulting from those activities the AIFM carries out pursuant to the AIFMD, as transposed by the AIFMD Regulations, by maintaining professional indemnity insurance appropriate to cover the risks of any potential liability arising from professional negligence.

**23(1)(f) – Description of any delegated management function as referred to in Annex I by the AIFM.**

*AIFMD Reporting Services Agreement*

Maraging Funds Limited ("MFL", trading as Risk System) provides regulatory reporting services to assist the Company in meeting its regulatory requirements pursuant to Annex IV reporting under AIFMD. This function is not carried out by the Company because it requires a specific risk management system as well as individuals experienced in its use to carry this out, neither of which are currently available within the structure of the Company.

Duties:

- Determine, populate and calculate as required all relevant fields including risk metrics necessary for regulatory reporting under the reporting requirements of the AIFM Regulations;

*Registrar Agreement - Computershare*

Irish Residential Properties REIT Plc as AIF has appointed Computershare to act as its registrar. For listed companies, this function is almost always managed externally as it requires specific expertise and technology to manage the register of a publicly listed company. Computershare act as an agent for publicly listed companies maintaining the statutory records of registered shareholders.

Duties:

- the maintenance of the share register (e.g., registration of transfers)
- the payment of dividends
- the administration of corporate events such as general shareholder meetings, initial public offerings, rights issues and capital reorganisations.

In addition, as a member of the Irish Dematerialisation Committee and Irish Market Committee, Computershare managed the necessary system changes required for the Central Securities Depository (CSD) Migration from CREST to Euroclear Bank Belgium I-RES in March 2021. They maintain the link with Euroclear Bank Belgium that enables I-RES to settle shares within the CSD.

*European Market Infrastructure Regulation (EMIR) Reporting Services Agreement*

Chatham Financial, an independent full-service advisory and technology solutions provider, have been retained by Irish Residential Properties REIT Plc as AIF to supply a suite of products and services to assist with EMIR reporting requirements. The scope of the services being provided is set out in a detailed Service Level Agreement that was subject to full legal and technical review at the time the arrangements were put in place.

As with any other activity delegated to a third party these interactions are subject to ongoing monitoring.

**23(1)(h) - Description of the AIF's liquidity risk management, including redemption rights both in normal and exceptional circumstances, and the existing redemption arrangements with investor.**

The AIFM has a liquidity management policy, including a liquidity stress testing policy, in relation to the AIF which is intended to ensure that the AIF's investment portfolio maintains a level of liquidity which is appropriate to meet the AIF's ongoing obligations.

The liquidity management policy is reviewed and updated, as required, on at least an annual basis.

The AIF by its nature is not subject to liquidity obligations; it is a listed entity and as such, shareholders may only obtain liquidity through the sale of shares in the secondary market (and therefore the AIF is not exposed to redemption risk).

Investors will be notified by way of a disclosure on the website of the AIF, in the event of any material changes being made to the liquidity management systems and procedures or where any new arrangements for managing the AIF's liquidity are introduced.

Any material changes to the liquidity profile of the AIF or the liquidity management systems employed by the AIFM to manage those risks will be disclosed to Shareholders periodically as appropriate and at least annually.

**23(1)(j) - Description of how the AIFM ensures a fair treatment of investors and, whenever an investor obtains preferential treatment or the right to obtain preferential treatment, a description of that preferential treatment, the type of investors who obtain such preferential treatment and, where relevant, their legal or economic links with the AIF or AIFM.**

The legal and regulatory regime to which the Company and the Directors are subject ensures the fair treatment of Investors. No preferential treatment is accorded by the Company to one or more shareholders.

No Investor has a right to obtain preferential treatment in relation to their investment in the Company and the Company does not give preferential treatment to any Investors.

Any shares, when issued and fully paid, are identical to and rank pari passu with the existing ordinary shares, including the right to receive all dividends or other distributions made, paid or declared after admission of the shares (excluding those dividends payable after such admission that were declared and have a record date prior to such admission).

**23(1)(l) – The procedure and conditions for the issue and sale of units or shares**

The AIF's shares are listed on the Main Securities Market of Euronext Dublin since March 2014 and actively traded. The Company is subject to compliance with the Listing Rules.