

Company No. 2169973

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**PRIVATE COMPANY LIMITED BY SHARES**

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**WRITTEN RESOLUTIONS**

of

**CAIM LIMITED**

(the "Company")

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Passed on 19 December 2019  
(the "Effective Date")

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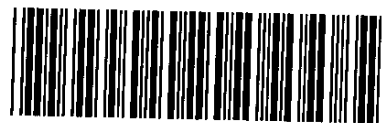
The following resolutions were passed in writing pursuant to Chapter 2 of Part 13 of the Companies Act 2006 as special resolutions on 19 December 2019:

**SPECIAL RESOLUTIONS**

1. **THAT** the articles of association attached at Schedule 1 to these Resolutions (the "**New Articles**") be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company.

  
.....  
**Director**

FRIDAY



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03/01/2020  
COMPANIES HOUSE

Company No. 2169973

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**PRIVATE COMPANY LIMITED BY SHARES**

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**WRITTEN RESOLUTION**

of

**CROWN AGENTS INVESTMENT MANAGEMENT LIMITED**

(the "**Company**")

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Circulated on 14/12 2019  
(the "**Circulation Date**")

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Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose the following resolution is passed as a special resolution (the "**Resolution**"):

**SPECIAL RESOLUTION**

**THAT** the articles of association attached at Schedule 1 to this Resolution (the "**New Articles**") be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company.

Please read the notes at the end of this document before signifying your agreement to the Resolution.

The undersigned, being the sole member entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agrees to the Resolution.



Director

For and on behalf of

**CABIM LIMITED**

Date: 19/12 2019

**Company Number: 02169973**

**THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION  
of  
CROWN AGENTS INVESTMENT MANAGEMENT LIMITED**

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**Adopted by Special Resolution on**

**2019**

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## PART 1 - INTERPRETATION AND LIMITATION OF LIABILITY

### 1. Defined terms

#### 1.1. In the Articles, unless the context requires otherwise:

**Articles** means the Company's articles of association;

**bankruptcy** includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

**Business Day** means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

**Chairman** has the meaning given in Article **Error! Reference source not found.**;

**chairman** means the director chairing a directors' meeting;

**chairman of the meeting** has the meaning given in Article **Error! Reference source not found.**;

**Chief Executive Officer** means the person appointed to that position from time to time;

**Companies Acts** means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;

**Company** means Crown Agents Investment Management Limited (registered number 02169973);

**company secretary** means the secretary of the Company or any other person appointed to perform the duties of the secretary, including a joint, assistant or deputy secretary;

**Conflict** means a situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company;

**Controlling Shareholder** means a registered holder for the time being of not less than 90% of the issued shares in the Company;

**director** means a director of the Company, and includes any person occupying the position of director, by whatever name called;

**distribution recipient** has the meaning given in Article **Error! Reference source not found.**;

**document** includes, unless otherwise specified, any document sent or supplied in electronic form;

**electronic form** has the meaning given in section 1168 of the Companies Act 2006;

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1.5. Unless expressly provided otherwise in the Articles, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:

1.5.1. any subordinate legislation made under it, whether before or after the date of adoption of the Articles; and

1.5.2. any amendment or re-enactment, whether before or after the date of adoption of the Articles and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.6. The model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI2008/3229), as amended prior to the date of adoption of these Articles, shall not apply to the Company, except in so far as the same are contained or repeated in these Articles.

## 2. Liability of members

The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

## PART 2 – DIRECTORS -

### DIRECTORS POWERS AND RESPONSIBILITIES

#### 3. Directors' general authority

3.1. Subject to the Articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

3.2. Any or all powers of the directors (or any of them) shall be restricted in such respects and to such extent as a Controlling Shareholder may from time to time prescribe by notice in writing to the Company. Any such notice pursuant to this Article **Error! Reference source not found.** shall be in writing served on the Company and signed on behalf of the relevant member by at least one authorised person. No person dealing with the Company shall be concerned to see or enquire as to whether the powers of the directors have been in any way restricted hereunder and no obligation incurred or security given or transaction effected by the Company to or with any third party shall be invalid or ineffectual unless the third party had at the time express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the directors.

#### 4. Directors' duties

4.1. The purpose of the Company:

4.1.1. may, if and to the extent that the directors consider it appropriate; and

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## DECISION MAKING BY DIRECTORS

### 8. Decisions by directors

- 8.1. The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with Article **Error! Reference source not found.**
- 8.2. A decision of the directors is taken in accordance with this Article **Error! Reference source not found.** when all Eligible Directors indicate to each other by any means that they share a common view on a matter. Such a decision may take the form of a resolution in writing, of which each Eligible Director has signed one or more copies or to which each Eligible Director has otherwise indicated agreement in writing.
- 8.3. A decision may not be taken in accordance with this Article **Error! Reference source not found.** if the Eligible Directors would not have formed a quorum at such a meeting.

### 9. Calling a directors' meeting

- 9.1. Any director may call a directors' meeting by giving notice of the meeting to the other directors or by authorising the company secretary (if any) to give notice of the meeting to the directors.
- 9.2. Notice of any directors' meeting must indicate:
  - 9.2.1. its proposed date and time;
  - 9.2.2. where it is to take place; and
  - 9.2.3. if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 9.3. Notice of a directors' meeting must be given to each director but need not be in writing.
- 9.4. Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting and such waiver may be retrospective.

### 10. Participation in directors' meetings

- 10.1. Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
    - 10.1.1. the meeting has been called and takes place in accordance with the Articles; and
    - 10.1.2. they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
  - 10.2. In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
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### 13. Casting vote

- 13.1. If the number of votes for and against a proposal is equal, the Chairman or other director chairing the meeting has a casting vote.
- 13.2. Article **Error! Reference source not found.** does not apply if, in accordance with the Articles, the Chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

### 14. Directors interests

#### *Conflicts of interest requiring board authorisation*

- 14.1. The directors may, subject to the quorum and voting requirements set out in this Article, authorise any matter which would otherwise involve a director (an **Interested Director**) breaching his duty under the Companies Act 2006 to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (a **Relevant Situation**).
- 14.2. A director seeking authorisation in respect of a Relevant Situation must tell the directors of the nature and extent of his interest in a Relevant Situation as soon as possible. The director must give the directors sufficient details of the relevant matter to enable it to decide how to address the Relevant Situation together with any additional information which it may request.
- 14.3. Any authority given by the directors shall be considered in the same way that any other matter may be proposed to and resolved upon by the directors under the provisions of these Articles except that:
- 14.3.1. the Interested Director and any other director with a similar interest cannot count in the quorum or vote on a resolution giving such authority; and
  - 14.3.2. the Interested Director and any other director with a similar interest may, if the other directors so decide, be excluded from any meeting of the directors while the Relevant Situation is under consideration
- 14.4. Where the directors give authority in relation to a Relevant Situation:
- 14.4.1. they may impose (whether at the time of giving the authority or subsequently) or subsequently vary any terms upon the Interested Director which they think fit, including, but not limited to:
    - (a) the exclusion of that director from the receipt of information, or participation in discussion (whether at meetings of the directors or otherwise) related to the Relevant Situation;
    - (b) the extent to which the Interested Director may vote (or be counted in any quorum at a meeting) in relation to any resolution relating to the Relevant Situation;
    - (c) the imposition of a specific duty of confidentiality for any confidential information of the Company relating to the Relevant Situation;
  - 14.4.2. the Interested Director must conduct himself in accordance with any terms imposed by the directors in relation to the Relevant Situation;
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### *Quorum and voting requirements*

- 14.9. A director cannot vote or be counted in the quorum on a resolution of the directors concerning his own appointment to a position with the Company or any body corporate in which the Company has an interest or the terms or the termination of the appointment. Where the directors are considering proposals about appointing two or more directors to positions with the Company or any body corporate in which the Company has an interest (or the terms or the termination of their appointments), these proposals can be split up to deal with each director separately. If this is done, each director can vote and be counted in the quorum for each resolution, except the one concerning him
- 14.10. Subject to the terms of any authorisation given pursuant to Article 14.1, a director cannot vote or be counted in the quorum on a resolution of the directors about a contract in which he has an interest and, if he does vote, his vote will not be counted, but this restriction will not apply to any resolution where that interest cannot reasonably be regarded as likely to give rise to a conflict of interest or where that interest arises only because of one or more the following things, namely it is a resolution about or relating to:
- 14.10.1. giving him a guarantee, security or indemnity for any money lent, or obligation incurred, by him or any other person at the request of, or for the benefit of, the Company or any of its subsidiary undertakings;
  - 14.10.2. giving of a guarantee, security or indemnity to any other person for a debt or obligation which is owed by the Company or any of its subsidiary undertakings to that other person if he has taken responsibility for all or some of that debt or obligation whether alone or jointly, by giving a guarantee, security or indemnity;
  - 14.10.3. a contract relating to any offering of shares, debentures or other securities of the Company or any of its subsidiary undertakings for subscription, purchase, or exchange or if he takes part in the underwriting or sub-underwriting of the offer;
  - 14.10.4. any contract concerning any other company in which he is interested directly or indirectly as an officer or shareholder or otherwise but in which he does not have to his knowledge an interest (as that term is used in Part 22 of the Companies Act 2006) in shares representing one per cent or more of either any class of equity share capital or the voting rights in such company
  - 14.10.5. a contract relating to an arrangement for the benefit of employees of the Company or any of its subsidiary undertakings which only gives him benefits which are also generally given to the employees to whom the arrangement relates;
  - 14.10.6. a contract relating to a pension, superannuation or similar scheme, or a retirement, death or disability benefits scheme, which gives him benefits which are also generally given to the employees to whom the scheme relates;
  - 14.10.7. a contract relating to any insurance which the Company proposes to purchase or maintain for the benefit of directors or of a group of people which includes them;
  - 14.10.8. giving him any other indemnity where all other directors are also being offered indemnities on substantially the same terms;
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## APPOINTMENT OF DIRECTORS

### 17. Appointment of directors

17.1. The minimum number of directors is two.

17.2. Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

17.2.1. by ordinary resolution; or

17.2.2. subject to the prior approval in writing of any Controlling Shareholder, by a decision of the directors.

17.3. If there are less than two directors then the sole director may only act for the purposes of convening a meeting of shareholder to appoint an additional director or to appoint an additional director with the prior approval in writing of the Controlling Shareholder.

### 18. Termination of director's appointment

A person ceases to be a director as soon as:

18.1. that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;

18.2. a bankruptcy order is made against that person;

18.3. a composition is made with that person's creditors generally in satisfaction of that person's debts;

18.4. the directors resolve that he should vacate office because he is, or may be, suffering from mental disorder and either:

18.4.1. he is admitted to hospital in pursuance of an application for admission for treatment under mental health legislation for the time being in force in any part of the United Kingdom; or

18.4.2. an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or which wholly or partly prevents that person from personally exercising any powers or rights that person otherwise would have;

18.5. the directors resolve that he should vacate office because a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

18.6. notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms;

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- 21.2. An alternate director shall be entitled to receive notice of all meetings of the directors and committees of the board of which the director for whom he is the alternate is a member, to attend if required and vote and be counted in the quorum at any such meeting at which the director for whom he is the alternate is not personally present (but the alternate shall not be counted as more than one director for the purposes of Article 11.2), and generally to perform all the functions of the director for whom he is the alternate in his absence, but shall not be entitled to receive any remuneration from the Company for his services as an alternate director.
- 21.3. An alternate director shall cease to be an alternate director if the director for whom he is the alternate ceases to be a director.
- 21.4. Any appointment or removal of an alternate director shall be by notice to the Company signed by the director making or revoking the appointment or in any other manner approved by the directors.
- 21.5. Save as otherwise provided in these Articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

## PART 3 – SHARES AND DISTRIBUTIONS

### SHARES

#### 22. All Shares to be fully paid up

No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

#### 23. Issuance of Shares and Rights Attached to Shares

- 23.1. Subject to the Articles, but without prejudice to the rights attached to any existing share, the Company may issue further classes of shares with such rights or restrictions as may be determined by ordinary resolution.
- 23.2. The Company may issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.
- 23.3. The directors may exercise the power of the Company to allot shares (whether for cash or otherwise) or to grant rights to subscribe for or convert any security into shares amongst the existing shareholders in proportion to their existing shareholdings. All other allotments or grants of rights are subject to sections 551 and 561 of the Companies Act 2006

#### 24. Company not bound by less than absolute interests

Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the Articles, the Company is not in

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## TRANSFER OF SHARES

### 27. Share transfers

- 27.1. Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.
- 27.2. No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 27.3. The Company may retain any instrument of transfer which is registered.
- 27.4. The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- 27.5. The directors may refuse to register the transfer of a share unless:
  - 27.5.1. it is lodged at the registered office or at such place as the directors may appoint and is accompanied by the certificate for the shares to which it related and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer;
  - 27.5.2. it is in respect of one class of shares only; and
  - 27.5.3. it is in favour of not more than four transferees.

### 28. Transmission of shares

- 28.1. If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.
  - 28.2. A transmittee who produces such evidence of entitlement to shares as the directors may properly require:
    - 28.2.1. may, subject to the Articles, choose either to become the holder of those shares or to have them transferred to another person; and
    - 28.2.2. subject to the Articles and pending any transfer of the shares to another person, has the same rights as the holder had.
  - 28.3. But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.
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## 32. Payment of dividends and other distributions

32.1. Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:

32.1.1. transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;

32.1.2. sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;

32.1.3. sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or

32.1.4. any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

32.2. In the Articles, the **distribution recipient** means, in respect of a share in respect of which a dividend or other sum is payable:

32.2.1. the holder of the share; or

32.2.2. if the share has two or more joint holders, whichever of them is named first in the register of members; or

32.2.3. if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

## 33. No interest on distributions

33.1. The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

33.1.1. the rights attached to the share; or

33.1.2. the provisions of another agreement between the holder of that share and the Company

## 34. Unclaimed distributions

34.1. All dividends or other sums which are:

34.1.1. payable in respect of shares; and

34.1.2. unclaimed after having been declared or become payable, may be invested or otherwise made use of by the directors for the benefit of the Company until claimed

34.2. The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

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- 37.1.2. appropriate any sum which they so decide to capitalise (a **capitalised sum**) to the persons who would have been entitled to it if it were distributed by way of dividend (the **persons entitled**) and in the same proportions.
- 37.2. Capitalised sums must be applied:
  - 37.2.1. on behalf of the persons entitled; and
  - 37.2.2. in the same proportions as a dividend would have been distributed to them.
- 37.3. Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 37.4. A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 37.5. Subject to the Articles the directors may:
  - 37.5.1. apply capitalised sums in accordance with Articles **Error! Reference source not found.** and **Error! Reference source not found.** partly in one way and partly in another;
  - 37.5.2. make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article **Error! Reference source not found.** (including the issuing of fractional certificates or the making of cash payments); and
  - 37.5.3. authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article **Error! Reference source not found.**

## PART 4 – DECISION MAKING BY SHAREHOLDERS

### ORGANISATION OF GENERAL MEETINGS

#### 38. Attendance and speaking at general meetings

- 38.1. A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
  - 38.2. A person is able to exercise the right to vote at a general meeting when:
    - 38.2.1. that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
-

## 42. Adjournment

- 42.1. If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.
- 42.2. The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- 42.2.1. the meeting consents to an adjournment; or
  - 42.2.2. it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 42.3. The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 42.4. When adjourning a general meeting, the chairman of the meeting must.
- 42.4.1. either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and
  - 42.4.2. have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 42.5. If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 42.5.1. to the same persons to whom notice of the Company's general meetings is required to be given; and
  - 42.5.2. containing the same information which such notice is required to contain.
- 42.6. No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## VOTING AT GENERAL MEETINGS

### 43. Voting: general

- 43.1. A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.
- 43.2. At any time when the Company has only one member:
- 43.2.1. any decision that may be taken by the Company in general meeting may be taken by that member solely; and
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- 46.1.4. is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 46.2. The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 46.3. Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 46.4. Unless a proxy notice indicates otherwise, it must be treated as:
  - 46.4.1. allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
  - 46.4.2. appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

#### 47. Delivery of proxy notices

- 47.1. A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 47.2. An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 47.3. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 47.4. If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

#### 48. Amendments to resolutions

- 48.1. An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
    - 48.1.1. notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
    - 48.1.2. the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
  - 48.2. A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
    - 48.2.1. the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
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For the purposes of this Article **Error! Reference source not found.**, no account shall be taken of any part of a day that is not a Business Day.

- 50.5. In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Companies Act 2006.

## 51 Company seal

- 51.1. Any common seal may only be used by the authority of the directors.
- 51.2. The directors may decide by what means and in what form any common seal is to be used.
- 51.3. Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 51.4. For the purposes of this Article **Error! Reference source not found.**, an authorised person is:
- 51.4.1. any director of the Company;
  - 51.4.2. the company secretary; or
  - 51.4.3. any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

## 52 Certifying copies of documents

- 52.1. Any director or the company secretary (including for the avoidance of doubt any assistant or deputy company secretary) has power to authenticate any of the following things and to certify copies of or extracts from them as true copies or extracts:
- 52.1.1. documents relating to the constitution of the Company;
  - 52.1.2. resolutions passed by the members or a class of members, or by the directors or a board committee; and
  - 52.1.3. books, documents, records or accounts which relate to the business of the Company.
- 52.2. The directors can also delegate this power to others.
- 52.3. A document which appears to be a copy of a resolution or an extract from the minutes of a meeting and which is certified as a true copy or extract as described in this Article is conclusive evidence for a person who deals with the Company on the strength of the document that the resolution has been properly passed or the extract is a true and accurate record of the proceedings of a valid meeting.
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- 55.2. This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 55.3. The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer or associated company officer in respect of any relevant loss.
- 55.4. In this Article **Error! Reference source not found.**:
- 55.4.1. companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate;
  - 55.4.2. a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer or an associated company officer (as applicable) in connection with his duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company;
  - 55.4.3. a **relevant officer** means any director or company secretary or former director or company secretary of the Company, but excluding any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor; and
  - 55.4.4. an **associated company officer** means any director or company secretary or former director or company secretary of an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Companies Act 2006), but excluding any person engaged by the Company or associated company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

## PART 6 – ADMINISTRATIVE ARRANGEMENTS

Provisions forming part of the articles by virtue of Section 28 of the Companies Act 2006

56. The Registered Office of the Company will be situate in England.
57. The Objects for which the Company is established are:-
- 57.1. To carry on the business of investment managers in all its branches including asset and money management and providers of services of all kinds; to buy, sell, subscribe for or underwrite and deal with investments of all kinds or offer or agree to do so as principal or as agent; to manage investment funds in whatever form on behalf of any person; to provide clients with investment services of all kinds; to advise and assist any person in its investment decisions of all kinds; to hold on deposit and pay interest on monies in any currency on behalf of any persons; to lend and levy interest on monies in any currency from any persons; to act as agents or trustees and deal with, manage and turn to account, any real and personal property of all kinds and in particular shares, stocks, debenture stock, bonds, securities and investments of all classes, policies, book debts, claims and choses in action, lands, buildings, hereditaments, business concerns and undertakings, mortgages, charges, annuities, patents, licences and any interest in real or personal property, and any claims against such property or against any person or company; to
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persons who are or were at any time in the employment or service of the Company, or of any company which is for the time being the Company's holding company or subsidiary or otherwise associated with the Company in business or who are or were at any time directors or officers of the Company or of any such other company as aforesaid and the wives, widows, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interest and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such person as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

- 57.11. To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- 57.12. To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- 57.13. To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- 57.14. To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgage or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- 57.15. To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interest or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.
- 57.16. To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities and guarantee the payment of dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- 57.17. To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.
- 57.18. To sell, improve, manage, develop, turn to account, exchange, let or rent, grant royalty, share profits or otherwise, grant licences, easements and other rights in or over, and in any other
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