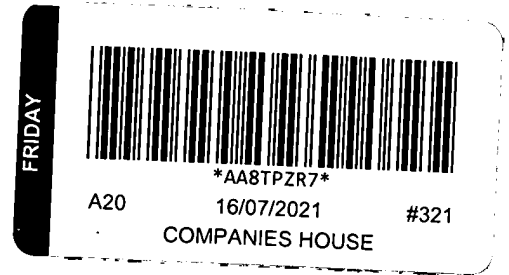


The Companies Act, 2006



COMPANY LIMITED BY SHARES

Memorandum of Association

of

OPUS CAPITAL LONDON LIMITED

1. The name of the Company is: - **OPUS CAPITAL LONDON LIMITED.**
2. The Registered Office of the Company will be situated in England or Wales.
3. The Objects for which the Company is established are: -
 - (a). To carry on business as a company specializing in fund management activities.
 - (b). To carry on any other business which, in the opinion of the Company, may be capable of being conveniently or profitably carried on in conjunction with or subsidiary to any other business of the Company and is calculated to enhance the value of the Company's property or further its objects or any of them.
 - (c). To purchase or by any other means acquire freehold, leasehold or any other property for any estate or interest whatever, movable or immovable, or any interest in such property, and to sell, lease, let on hire, develop such property, or otherwise turn the same to the advantage of the Company.
 - (d). To apply for, register or by other means acquire any patents, patent rights, brevets d'invention, licences, trade-marks, concessions and inventions and to use and turn to account the same or to develop, sell or assign the same or grant licenses or privileges in respect thereof or otherwise turn the same to the advantage of the Company.
 - (e). To build, reconstruct or generally maintain buildings and works of all kinds, whether or not these are situated on the property of the Company.
 - (f). To invest and deal with the monies of the Company in such shares or upon such securities and in such manner as from time to time may be determined.
 - (g). To amalgamate with or to make any agreement or arrangement with or enter into partnership or joint purse agreement with any other company, firm or person carrying on business similar or complementary to the business of the Company or any part thereof.

- (h) To subscribe for, take, purchase or otherwise acquire either for cash, shares or debentures in this Company or any other consideration any other company or business which, in the opinion of the Company, may be carried on so as directly or indirectly to benefit the Company.
- (i) To sell or otherwise dispose of the whole or any part of the business or property of the Company for any consideration, shares or debentures as the Company may think fit.
- (j) To lend money to customers, associates and others both corporate and incorporate and to guarantee the observance and performance of obligations and contracts by customers and others.
- (k) To borrow or raise money in such manner as the Company thinks fit and secure the repayment thereof by the creation and issue of debentures, loan notes, debenture stock, mortgages or in any other way.
- (l) To pay or remunerate any person, firm or company for rendering services to the Company in the promotion of the Company or the placing and issue of shares, debentures, debenture stock or other securities of the Company.
- (m) To support and subscribe to any funds and to subscribe to or assist in the promotion of any charitable, benevolent or public purpose or object for the benefit of the Company or its employees, directors or other officers past or present and to grant pensions to such persons or their dependents.
- (n) To draw, make, accept, endorse, discount and execute bills, warrants, notes or other negotiable or transferable instruments.
- (o) To assist in the promotion of or promote any company or undertaking which may appear likely to assist or benefit the Company and to place or guarantee the placing of, subscribe or underwrite or otherwise acquire any part of the stock, debentures, debenture stock or other obligations of such company.
- (p) To promote by way of advertising the Company's products and services in any manner and to reward customers or potential customers and to promote or take part in any scheme likely to benefit the Company.
- (q) To distribute in specie any of the shares, debentures or securities of the Company between the members of the Company in accordance with their rights.
- (r) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

All the foregoing objects shall be read and construed as separate and distinct objects and the generality of any such objects shall not be abridged or cut down by reference to any other object of the Company.

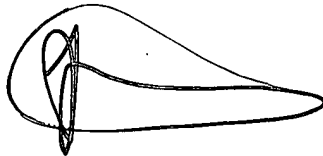
4. The liability of the members is limited.

5. The share capital of the Company is £1,200 divided into 1,200 ordinary shares of £1 each.

WE, the several persons whose names, addresses and descriptions are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

| NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS | NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER |
|--|--|
| Jeremy Hew Jenkins 124a Chediston Street Halesworth Suffolk IP19 8BJ | 1,200 |
| | ONE THOUSEND TWO HUNDRED ORDINARY SHARES |

Dated 5th July

A handwritten signature in black ink, consisting of a stylized, elongated loop with a vertical stroke through the center.

**THE COMPANIES ACT 2006
SPECIAL RESOLUTION
OPUS CAPITAL LONDON LIMITED
Company number: 10326799**

CHANGE OF ARTICLES OF ASSOCIATION

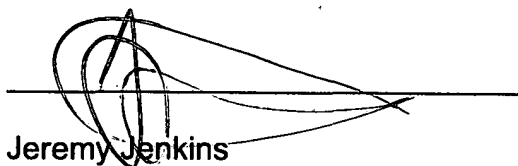
In accordance with the Companies Act 2006 which is incorporated in the company's articles of association, I the undersigned, being all the members of the company who at the date of this resolution are entitled to attend and vote at general meetings of the company, hereby unanimously resolve upon the following resolution and agree that it shall be as valid and effective as it had been passed as a special resolution at a general meeting of the company, duly convened and held.

That the Articles of Association of the company be modified as follows:

By the implementation of the new attached articles.

DATED: 5th July 2021

SIGNED:


Jeremy Jenkins

The Companies Act, 2006

COMPANY LIMITED BY SHARES

Articles of Association

of

OPUS CAPITAL LONDON LIMITED

CAPITAL

1. The shares of the Company, whether forming part of the original capital or of any increased capital, may be allotted or otherwise disposed of to such persons and for such consideration and upon such terms as the Directors may determine subject, in the case of any shares forming part of any increased capital, to such directions as to the allotment or disposal thereof as may be given by the Company in general meeting at the time of the creation of such shares.
2. Subject to the provisions of the Act any Preference Shares may be issued on the terms that they are, or at the option of the Company are, liable to be redeemed.

TRANSFER OF SHARES

3. Any share may be transferred by a member to his or her spouse or lineal descendant and any share of a deceased member may be transferred to any such relation as aforesaid of the deceased member. Save as aforesaid the Directors, in their absolute discretion and without assigning any reason therefor, may decline to register the transfer of any share whether or not it is a fully paid share.

SHAREHOLDERS

4. The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action. The special resolution will be deemed to be passed if over 50% of the shareholders approve.
5. The shareholders have the right to appoint or remove Directors. Such actions will be voted on at a Special General Meeting ("SGM") and will be passed if over 50% of the shareholders approve. A SGM can be convened with 14 days' notice.
6. The shareholders shall be required to approve (or not) any acquisition or sale of the Company or to place the Company into receivership, administration or liquidation. Any such action will be approved if over 50% of the shareholders approve.

DIRECTORS

7. No person shall be appointed a Director at any general meeting of special general meeting unless: -
 - (a) he is recommended by the Directors of Shareholders; or
 - (b) not less than fourteen clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment stating the particulars that would, if he were so appointed, be required to be included in the Company's register of Directors together with notice executed by that person of his willingness to be appointed.
8. Subject as aforesaid, the Company may by ordinary resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director.
9. The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the articles as the maximum number of Directors. A Director so appointed shall hold office only until the next following annual general meeting but shall be eligible for re-appointment at such annual general meeting. If not so re-appointed he shall vacate office at the conclusion thereof.
10. A Director who has disclosed his interest in accordance with Regulations 85 and 86 of Table A and the provision of the Act may vote in respect of any contract, proposed contract or any arrangement in which he is interested directly or indirectly and such Director shall be counted in the quorum at any meeting at which such contract or proposed contract or arrangement is being considered.
11. A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine.
12. Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained shall authorise a Director to act as Auditor for the Company.
13. The Company shall not be subject to Section 293 of the Act, and accordingly any person may be appointed or elected as a Director whatever his age, and no Director shall be required to vacate his office of Director by reason of his attaining or having attended to age of seventy years or any other age.

GENERAL MANAGER

14. The Director(s) may appoint a General Manager responsible for the day to day running of the Company. The General Manager will be an authorized signatory of the Company and also a signatory of the Company bank accounts.

In the position the General Manager will:

- (a) Not enter into any contracts with a value greater than £5,000 without the approval of the Director(s)
- (b) Not make any payments to vendors or contractors in excess of £5,000

- without the approval of the Director(s)
- (c) If required perform the duties of an FCA regulated person and ensure the Company remains compliant with current FCA regulation.

BORROWING POWERS

15. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and, to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

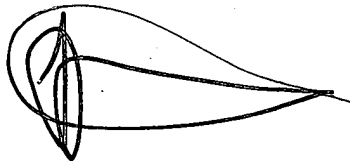
DIRECTORS

16. The first Director or Directors of the Company shall be the persons named in the statement delivered under Section 10 of the Act.
17. Unless and until otherwise determined by the Company in General Meeting the number of Directors (other than alternate directors) shall not be less than one. If any time and from time to time there shall be only one Director (other than alternate directors) of the Company such Director may act alone in exercising all powers, discretions and authorities vested in the Directors, and regulation 89 in Table A shall be modified accordingly.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Jeremy Hew Jenkins
124a Chediston Street
Halesworth
IP19 8BJ

Dated 5th July 2021

A handwritten signature in black ink, appearing to be 'JHJ', enclosed within a teardrop-shaped outline.