

ANNEX-ARTICLES OF ASSOCIATION

Company Number: 05514908

The Companies Acts

Company Limited by Guarantee and not Having a Share Capital

Memorandum

and

Articles of Association

of

The Potanin Foundation

Incorporated on the 21st day of July 2005

As amended by special resolutions passed

on the 17th day of March 2006

and on 13th day of October 2021

Registered Charity No 11 12813

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The Companies Acts
Company Limited by Guarantee and not Having a Share Capital

Memorandum of Association
of
The Potanin Foundation

Name

1. The name of the company is The Potanin Foundation. In this Memorandum and the company's Articles of Association it is called the "Charity".

Registered Office

2. The registered office of the Charity is situated in England.

Objects

3. The objects of the Charity are to advance any purpose which is recognised as being exclusively charitable under English law and, without prejudice to the foregoing, in particular, to advance the education of the public in Russia and elsewhere¹.

Powers

4. to further its objects the Charity may, subject to any consent required by applicable law;
- 4.1 make grants or donations in cash or in assets and otherwise provide and assist in the provision of money, materials or other help;
- 4.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 4.3 publish books, pamphlets, reports, leaflets, journals, films, tapes and instructional and informational matter on any media;
- 4.4 promote, encourage, carry out, commission and publish research, surveys, studies or other work;
- 4.5 provide or procure the provision of counselling and guidance;
- 4.6 acquire any real property or any interest right or privilege therein or thereto and construct and maintain, alter and equip any buildings, facilities and grounds on any real property acquired;

¹ Amended by written special resolution passed on 17. March 2006

- 4.7 acquire any personal property or any interest right or privilege therein or thereto;
- 4.8 dispose of or otherwise deal with all or any of its undertaking, assets, rights, interests and privileges with or without payment and subject to such conditions as the Trustees think fit;
- 4.9 borrow or raise and secure the payment of money;
- 4.10 invest the Charity's money not immediately required for its objects in any real or personal property, including shares, securities and other forms of investment, subject to the following:
 - 4.10.1 in exercising any power of investment the Trustees must have regard to the standard investment criteria (as defined in clause 4.10.5);
 - 4.10.2 before exercising any power of investment the Trustees must (unless the exception in clause 4.10.6 applies) obtain in writing and consider proper advice (as defined in clause 4.10.7) about the way in which, having regard to the standard investment criteria, the power should be exercised;
 - 4.10.3 the Trustees must from time to time review the investments of the Charity and consider whether, having regard to the standard investment criteria, they should be varied;
 - 4.10.4 when reviewing the investments of the Charity the Trustees must (unless the exception in clause 4.10.6 applies) obtain in writing and consider proper advice about whether, having regard to the standard investment criteria, the investment should be varied;
 - 4.10.5 the standard investment criteria in relation to the Charity are:
 - (a) the suitability to the Charity of investments of the same kind as any particular investment proposed to be made or retained and of that particular investment as an investment of that kind; and
 - (b) the need for diversification of investments of the Charity in so far as is appropriate to the circumstances of the Charity;
 - 4.10.6 the exception is that the Trustees need not obtain such advice if they reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so; and
 - 4.10.7 proper advice is the advice of a person who is reasonably believed by the Trustees to be qualified to give it by his ability in and practical experience of financial and other matters relating to the proposed investment;
- 4.11 delegate the management of investments to a financial expert provided that:
 - 4.11.1 the financial expert is:
 - (a) an individual who is an authorised person within the meaning of the Financial Services and Markets Act 2000; or

- (b) a company or firm or investment bank of repute which is an authorised or exempt person within the meaning of that Act, but excluding for this purpose persons exempt solely by virtue of Article 44 and/or Article 45 of the Financial Services and Markets Act 2000 (Exemption) Order 2001;
- 4.11.2 the investment policy is set down in writing for the financial expert by the Trustees;
- 4.1 13 every transaction is reported promptly to the Trustees;
- 4.11.4 the performance of the investments is reviewed regularly by the Trustees;
- 4.1 15 the Trustees are entitled to cancel the delegation arrangement at any time;
- 4.1 16 the investment policy and the delegation arrangements are reviewed at least once a year;
- 4.11.7 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- 4.11.8 the financial expert may not do anything outside the powers of the Trustees;
- 4.12 arrange for investments or other property of the Charity to be held in the name of a nominee and pay any reasonable fee required provided that the nominee must be a body corporate registered or having an established place of business in England and Wales and under the control of the Trustees or a financial expert within the terms of clause 4.1 11 acting under the Trustees' instructions;
- 4.13 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any natural person or other entity (whether or not having separate legal personality);
- 4.14 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 4.15 raise funds by way of subscription, donation or otherwise;
- 4.16 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 4.17 subject to the prior written consent of the Founder incorporate bodies corporate to carry on any trade;
- 4.18 subject to clause 5 engage and pay employees and professional or other advisers and make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 4.19 subject to the prior written consent of the Founder establish and support or aid in the establishment and support of any other charitable entity (whether or not having

- separate legal personality) and (with or without taking security therefore) subscribe funds, lend money or give credit to any such entity for its charitable purposes;
- 4.20 subject to the prior written consent of the Founder undertake and execute charitable trusts;
- 4.21 co-operate with any charity having charitable objects wholly or in part similar to those of the Charity;
- 4.22 subject to the prior written consent of the Founder acquire or undertake all or any of the undertaking, assets, rights, interests and privileges, obligations, liabilities and engagements of any charity as part of a joint venture, partnership or otherwise;
- 4.23 pay out of the funds of the Charity the costs of forming and registering the Charity;
- 4.24 provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity: Provided that any such insurance shall not extend to the provision of any indemnity for a person in respect of:
 - 4.24.1 any act or omission which he or she knew to be a breach of trust or breach of duty or which was committed by him or her in reckless disregard to whether it was a breach of trust or breach of duty or not; or
 - 4.24.2 any liability incurred by him or her in defending any criminal proceedings in which he or she is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct by him or her; and
- 4.25 do all such other lawful things as shall further the Charity's objects.

Limitation on private benefits

- 5. All the income, revenue, profits and assets of the Charity shall be applied solely towards the promotion of its objects and (except as provided below) no part may be paid or transferred directly or indirectly by way of benefit to the members of the Charity or to any Trustee.
- This shall not prevent any payment in good faith by the Charity of:
- 5.1 any payments made to any beneficiary of the Charity (including a member but only in their capacity as a beneficiary);
 - 5.2 reasonable and proper remuneration to any Trustee or other person for any services or facilities rendered or made available to the Charity;
 - 5.3 interest on money lent by any person at a reasonable and proper rate;
 - 5.4 any reasonable and proper rent for premises let by any person;
 - 5.5 fees, remuneration or other benefits in money or money's worth to a body corporate or other entity (whether or not having separate legal personality) of which a Trustee

or a member of his or her immediate family holds less than one per cent of its shares, securities or other form of participation in its assets, income, profits or revenues;

- 5.6 reasonable and proper out-of-pocket expenses of the Trustees;
- 5.7 payments made to any Trustee or officer under the indemnity provisions set out in Article 50;
- 5.8 the proper professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Charity to act in a professional capacity on its behalf; except that at no time shall a majority of the members of the Charity or of the Trustees benefit under this provision and provided that any such member or Trustee shall withdraw from any meeting at which his or her appointment or remuneration or that of his or her partner is under discussion; or
- 5.9 reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 4.24 of this Memorandum.

Limited liability

- 6. The liability of the members is limited to £1.
- 7. Every member of the Charity undertakes to contribute a sum not exceeding £1 to the assets of the Charity if it is wound up during his or her membership or within one year afterwards:
 - 7.1 for payment of the debts and liabilities of the Charity contracted before he or she ceased to be a member;
 - 7.2 for the costs, charges and expenses of winding up; and
 - 7.3 for the adjustment of the rights of the contributories among themselves.

Winding up

- 8. If any property remains after the Charity has been wound up and the debts and liabilities have been satisfied it may not be paid to or distributed among the members of the Charity, but must be given to some other charitable institution or institutions with similar objects. The institution or institutions to benefit shall be chosen by the Trustees.

Definitions

- 9. Words and phrases used in this Memorandum of Association have the same meanings as are ascribed to them in the Articles of Association of the Charity.