

# LIMITED LIABILITY PARTNERSHIP AGREEMENT

Granite Capital Partners LLP

Dated: 15th March 2015

## PARTIES TO THIS AGREEMENT:

- John Edward Smith** of 45 Kensington Gardens, London W8 4QS ("First Member")
- Sarah Anne Johnson** of 12 Chelsea Embankment, London SW3 4LF ("Second Member")

Together referred to as the "Members" and individually as a "Member"

## 1. DEFINITIONS AND INTERPRETATION

**1.1** In this Agreement, unless the context otherwise requires:

- "LLP" means Granite Capital Partners LLP, a limited liability partnership registered in England and Wales under number OC123456;
- "Business" means the business of investment management and advisory services;
- "Capital Account" means the account maintained for each Member recording their capital contribution;
- "Profit Share" means the share of profits allocated to each Member in accordance with Schedule 1.

## 2. NAME AND PRINCIPAL PLACE OF BUSINESS

**2.1** The name of the limited liability partnership shall be Granite Capital Partners LLP.

**2.2** The principal place of business shall be 100 Liverpool Street, London EC2M 2AT, or such other place as the Members may from time to time determine.

### **3. BUSINESS OF THE LLP**

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**3.1** The business of the LLP shall be the provision of investment management, fund administration, and financial advisory services.

**3.2** The LLP shall not engage in any business activity outside the scope of the Business without the unanimous consent of all Members.

### **4. CAPITAL CONTRIBUTIONS**

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**4.1** Each Member shall contribute capital to the LLP as set out in Schedule 1.

**4.2** No interest shall be payable on capital contributions unless otherwise agreed by the Members.

### **5. PROFIT SHARING**

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**5.1** The profits and losses of the LLP shall be shared between the Members in the proportions set out in Schedule 1.

**5.2** Profits shall be distributed quarterly, within 30 days of the end of each calendar quarter.

### **6. MANAGEMENT AND DECISION MAKING**

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**6.1** All Members shall be designated members for the purposes of the Limited Liability Partnerships Act 2000.

**6.2** Decisions relating to the ordinary course of business may be made by any Member.

**6.3** The following matters shall require the unanimous consent of all Members:

- Admission of new Members
- Amendment of this Agreement
- Dissolution of the LLP

- Any borrowing exceeding GBP 500,000

**SCHEDULE 1 - Capital Contributions and Profit Shares**

Member	Capital Contribution	Profit Share
John Edward Smith	GBP 500,000	50%
Sarah Anne Johnson	GBP 500,000	50%
<b>Total</b>	<b>GBP 1,000,000</b>	<b>100%</b>

**IN WITNESS WHEREOF** the parties have executed this Agreement as a deed on the date first written above.

\_\_\_\_\_  
**John Edward Smith**  
*First Member*

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**Sarah Anne Johnson**  
*Second Member*

**CERTIFICATION**

**I certify this is a true copy of the original document.**

I have seen the original LLP Agreement and confirm that this copy is a true and accurate representation of the original document.

*J. Roberts*

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**Signature of Certifier**

**Name:** James Roberts

**Qualification:** Solicitor

**Firm:** Roberts & Partners LLP

**Date:** 15 January 2026

ROBERTS &  
PARTNERS  
SOLICITORS  
CERTIFIED