

LIMITED LIABILITY PARTNERSHIP AGREEMENT

Granite Capital Partners LLP

Dated: 15th March 2015

PARTIES TO THIS AGREEMENT:

1. **John Edward Smith** of 45 Kensington Gardens, London W8 4QS ("First Member")
2. **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

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

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

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

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%
Total	GBP 1,000,000	100%

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

John Edward Smith

First Member

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

Signature of Certifier

Name: James Roberts

Qualification:

Solicitor

Firm:

Roberts & Partners LLP

Date:

15 January 2026

ROBERTS &
PARTNERS
SOLICITORS
CERTIFIED