

Company No.: 01324858

THE INSTITUTE OF ISMAILI STUDIES
(the "Company")

SPECIAL RESOLUTIONS OF THE COMPANY

PASSED ON 2 JULY 2018

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the following resolutions were duly passed as written resolutions:

SPECIAL RESOLUTIONS

- (1) That the Articles of Association of the Company be amended by deleting all the provisions of the Company's Memorandum of Association which, by virtue of Section 28 of the Companies Act 2006, are to be treated as provisions of the Company's Articles of Association.
- (2) That the attached Articles be adopted as the Articles of Association of the Company in substitution for, and to the exclusion of, the existing Articles of Association.

Signed


Director/Secretary

Date

2/7/18

MONDAY



RC2 *R7950W8* #2
09/07/2018
COMPANIES HOUSE

The Companies Act 2006
Company Limited by Guarantee
and having a Share Capital

Company Number: 01324858
Charity Number:

Articles of Association
of
The Institute of Ismaili Studies

Incorporated on 7 August 1977
Adopted by written resolution passed on

THE COMPANIES ACT 2006

**PRIVATE COMPANY LIMITED BY GUARANTEE
AND HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION
OF**

THE INSTITUTE OF ISMAILI STUDIES

1. PRELIMINARY

Any model articles of association for private companies contained in the Schedules to The Companies (Model Articles) Regulations 2008) or otherwise in force from time to time shall not apply to the Charity and these Articles shall be the regulations of the Charity.

2. INTERPRETATION

2.1. In these Articles the following expressions have the following meanings unless inconsistent with the context

"the Act"	the Companies Act 2006
"these Articles"	the Charity's Articles of Association as amended from time to time
"Authorised Representative"	an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to a Trustee
"Board of Trustees"	the board of Trustees of the Charity from time to time
"Chairman"	the chairman of the Board of Trustees from time to time appointed in accordance with Article 15.2
"Charities Act"	The Charities Act 2011
"the Charity"	the company regulated by these Articles with company number 01324858

“Commission”	The Charity Commission of England and Wales
“Conflict”	means a situation in which a Trustee has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Charity
“Conflicted Trustee”	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity
“Connected Person”	means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any Material Benefit received by that person, being either a member of the Trustee’s family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee’s only connection is an interest consisting of no more than 1% of the voting rights
“electronic means”	has the meaning given in section 1168 of the Act
“Financial Expert”	an individual, company or firm who is an authorised person or an exempt person within the meaning of the Financial Services and Markets Act 2000 (as amended from time to time)
“General Meeting”	a general meeting of the Charity
the “Imam”	means the sole Imam of the Shia Imami Ismaili Muslims, chosen by successional designation in the terms of the applicable customary law, as referenced in the Constitution of the Shia Imami Ismaili Muslims, at present Prince Shah Karim Al Hussaini, His Highness the Aga Khan
“Ismaili Imam”	A legal entity having its seat in Lisbon, Portugal, registered with Registo Nacional de Pessoas Colectivas (National Registry of Legal Entities) in Portugal under number 510 783 490
“Material Benefit”	a benefit which may not be financial but has a monetary value, other than a benefit whose value is reimbursed to the Charity
“Member” and “Membership”	refer to the membership of the Charity
“Month”	calendar month
the “Objects”	the objects of the Charity as defined in Article 5 of these Articles
the “Statutes”	the Companies Acts as defined in section 2 of the Act and every other statute, order, regulation, instrument or

other subordinate legislation for the time being in force in England and Wales relating to companies and affecting the Charity

the "Trustees"

the directors for the time being of the Charity or (as the context shall require) any of them acting as the Board of Trustees and "Trustee" shall be construed accordingly

2.2. Expressions defined in the Act have the same meaning

2.3. References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

3. **NAME**

The name of the Charity is **The Institute of Ismaili Studies**

4. **REGISTERED OFFICE**

The registered office of the Charity is to be in England and Wales

5. **OBJECTS**

5.1. The objects of the Charity shall be, for the public benefit, to assist in the advancement of education and learning or any other exclusively charitable object (under the laws of England and Wales) and including (without limiting the generality of the foregoing):

5.1.1. to encourage, extend, increase, disseminate and promote knowledge of, and to promote, conduct and support research (including through the dissemination of the useful results of such research) into, the religious, spiritual and cultural heritage of the Shia Imami Ismaili Tariqah of Islam, and to conduct and support research into any other religious faiths, beliefs or practices and to disseminate the useful results thereof; and

5.1.2. to establish, carry on, and support the educational institution known by the Charity's name and such other educational institutions and programmes as the Board of Trustees sees fit

(the "Objects").

6. **POWERS**

The Charity has the following powers, which may be exercised only in promoting the Objects:

6.1. to provide educational instruction in such branches of learning as the Charity from time to time sees fit and to make provision for study and research and for the advancement and dissemination of knowledge in such manner as the Charity from time to time determines

6.2. to hold conferences and meetings for the consideration and discussion of matters concerning or affecting or incidental to the Objects and to issue reports of proceedings of conferences and meetings and generally to collect, collate and publish information, articles, books, papers and other materials of assistance or benefit in furtherance of the Objects

6.3. to make representations, collect and give evidence to any body or organisation interested in or connected with the Objects, or any matter or thing connected therewith

or incidental thereto

- 6.4. to establish, organise and finance education and training courses concerned with any of the Objects, including seminars, study groups, discussions, courses, the reading of learned papers and to grant diplomas, certificates, degrees or awards in recognition of individuals' knowledge, skill or achievement
- 6.5. to establish and maintain a library, museum and collection of literature, films and other material relating to any or all things connected with or incidental to the Objects and to afford facilities for the use of the same, including facilities for the conservation, preservation, curation and public display of such materials
- 6.6. to establish or acquire, alone or with others, directly or indirectly through other entities, other educational operations or institutions, and to acquire, carry on or manage any subsidiary, including affiliated or other universities, schools, museums or other educational establishments in connection with the Objects
- 6.7. to provide for the board, residence and accommodation of all or any students, teachers and other staff
- 6.8. in connection with the Objects, to award bursaries and scholarships to students or intending students and to provide scholarships for the benefit of students who undertake any special course of instruction or research work, and to provide means for training student teachers and students
- 6.9. to co-operate with other bodies including, without limitation to the generality of the foregoing, entities within the Aga Khan Development Network and institutions of the Ismaili Imamat
- 6.10. to support, administer or set up charities
- 6.11. to assist, aid, sponsor, support or make donations to educational, cultural, religious and heritage organisations or institutions and/or causes or programmes within the UK or elsewhere
- 6.12. to raise funds (whether by trading or otherwise) and accept donations (in cash or kind), subscriptions, grants of money, securities, gifts, bequests, property, in each case of any kind, or to undertake and accept the management or transfer of any endowment, trust, fund or donation not inconsistent with the Objects of the Charity
- 6.13. to borrow money, incur financial obligations and give security for any actual, future or contingent obligations upon such terms as may from time to time be agreed by the Charity (but only in accordance with the restrictions imposed by the Charities Act)
- 6.14. to acquire or hire property of any kind
- 6.15. to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act)
- 6.16. to make grants or loans of money and to give guarantees (and where payment is made to an official of a charity the receipt of that official shall be a complete discharge to the Charity and the Trustees)
- 6.17. to set aside funds for special purposes or as reserves against future expenditure
- 6.18. to deposit or invest funds in any manner in accordance with charity law
- 6.19. to delegate the management of investments in accordance with charity law

- 6.20. to arrange for investments or other property of the Charity to be held in the name of a nominee under the direction of the Board of Trustees or of a Financial Expert acting under their instructions and to pay any reasonable fee required
- 6.21. to insure the property of the Charity and property in the custody of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 6.22. in accordance with, and subject to the conditions in, section 189 of the Charities Act to provide indemnity insurance for the Trustees against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty and to insure the Trustees against costs of a successful defence to a criminal prosecution brought against them as directors
- 6.23. to employ or take on secondment paid or unpaid agents, staff or advisers which shall include, without limitation, the power to recruit, appoint, promote, grade, suspend, dismiss and otherwise deal with members of teaching and academic staff and to remunerate Trustees and Members but only in accordance with Articles 7, 8, 9 and 22
- 6.24. to equip, furnish and fit up and maintain any university, school rooms and other buildings for any of the purposes of the Charity
- 6.25. to enter into contracts to provide services to or on behalf of other persons or to obtain services from other persons
- 6.26. to establish branches and/or subsidiary companies to assist or act as agents for the Charity
- 6.27. to pay the costs of forming the Charity and registering it as a company and as a charity; and
- 6.28. to do anything else within the law which promotes, helps to promote or is conducive or incidental to the promotion of the Objects

7. BENEFITS TO MEMBERS AND TRUSTEES

- 7.1. The property and funds of the Charity do not belong to the Members or Trustees and shall be applied solely towards promoting the Objects and no part of the property and funds of the Charity shall be paid directly or indirectly, by way of dividend, bonus or otherwise by way of profit to members of the Charity Provided that nothing shall prevent payments or other benefits given in good faith to Trustees, Members or Connected Persons in accordance with Articles 7, 8 and 9
- 7.2. Members who are not Trustees or Connected Persons may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied
- 7.3. Members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity
- 7.4. Members (including Trustees) may be paid a reasonable rent or hiring or licence fee for property let, hired or licenced to the Charity
- 7.5. Members who are beneficiaries may receive charitable benefits in that capacity on the same terms as any other beneficiary of the Charity

8. A Trustee must not receive any payment of money or other Material Benefit whether directly or indirectly and whether by way of dividend, bonus, or otherwise by way of profit from the Charity except
 - 8.1. in the case of a Trustee who benefits as permitted by Articles 6.22, 7 and 9
 - 8.2. reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in relation to the Charity
 - 8.3. an indemnity in respect of any liabilities properly incurred in the course of acting as a Trustee of the Charity (including the costs of a successful defence to criminal proceedings) under Article 22
 - 8.4. payment to any company in which a Trustee or a Connected Person has no more than a one percent shareholding; and
 - 8.5. in exceptional cases, other payments or benefits but only with the written consent of the Commission in advance where required under the Charities Act and the approval or affirmation of the Members where required under the Act

9. A Trustee or Connected Person may enter into a contract with the Charity, as permitted by s.185 of the Charities Act, to supply goods or services to the Charity in return for a payment or other Material Benefit but only if
 - 9.1. no more than a minority of the Trustees are the subject of an arrangement permitted under this Article in any financial year
 - 9.2. the contract is in writing and states the maximum to be paid by the Charity
 - 9.3. the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract
 - 9.4. the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services; and
 - 9.5. the Trustee has complied with the procedure set out in Article 17

10. **LIMITED LIABILITY**

The liability of Members is limited

11. **GUARANTEE**

Every Member promises, if the Charity is dissolved while he, she or it remains a Member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a Member

12. **MEMBERSHIP**

- 12.1. The Charity must maintain a register of Members and Members' details shall be entered in the register of the Company
- 12.2. The holders of shares in the share capital of the Charity are its Members
- 12.3. Members are bound by these Articles and shall exercise their powers in good faith in the way in which they consider is in the best interests of the Charity
- 12.4. Membership is terminated if a Member ceases to be a holder of shares in the share capital of the Charity

12.5. Membership of the Charity is not transferable otherwise than by transfer of shares in accordance with Article 13

13. **SHARE CAPITAL**

13.1. The share capital of the Charity is £100 divided into 100 shares of £1 each. The shares taken by each of the original subscribers are set out in the memorandum of association of 7 August 1977 annexed to these Articles

13.2. A Member may not transfer any share in the Charity except as set out in this Article 13

13.3. The Imam from time to time shall be a Member and shall have at least one share in the Charity (and such shares as necessary shall be transferred from time to time to give effect to this rule)

13.4. If a Member other than the Imam dies, becomes bankrupt or wishes to cease to be a Member, the remaining Members may appoint one or more of the remaining Members and/or another person to become a Member in the outgoing Member's place and the outgoing Member shall transfer his or her shares in the Charity to such remaining Members and/or to the replacement Member (if any) (in such proportions as the remaining Members see fit), provided always that:

13.4.1. the remaining Members shall act by written resolution of the holder or holders of a simple majority of the share capital of the Charity;

13.4.2. the remaining Members shall exercise their powers in this Article 13.4 in good faith in the way that they reasonably consider to be in the best interests of the Charity; and

13.4.3. the consideration payable for the transfer of any share transferred in accordance with this Article 13 shall be the nominal value of such share

13.5. If it becomes necessary or expedient in the Charity's interests for any reason for the Charity to make any other adjustment in the shares or the share capital of the Charity, the Trustees shall seek the consent of the Charity Commission before proceeding

13.6. The Charity acting by its Trustees shall have the right to require that any Member shall execute such share transfer forms and all or any other formalities (and if necessary a Member shall be deemed to have done so) in order to give effect to the provisions of this Article 13

13.7. This Article 13 may not be amended other than in accordance with the prior written consent of the Charity Commission

14. **GENERAL MEETINGS OF MEMBERS**

14.1. The Board of Trustees may call General Meetings at any time

14.2. Members are entitled to attend General Meetings personally, by proxy or (in the case of a Member organisation) by an Authorised Representative. General Meetings are called on at least 14 Clear Days written notice specifying the business to be discussed

14.3. There is a quorum at a General Meeting if the number of Members, proxies or Authorised Representatives personally present is at least two Members

14.4. The Chairman (or in the absence of the Chairman some other Member elected by those present) presides at a General Meeting

14.5. Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast

14.6. On a poll, each Member present (in person or by proxy or Authorised Representative) has one vote on each issue for each share of which he or she is the holder

14.7. A written resolution signed by all those entitled to vote at a General Meeting is as valid as a resolution actually passed at a General Meeting

15. THE BOARD OF TRUSTEES

15.1. The Board of Trustees when complete consists of a minimum of three Trustees. The Board shall manage the business and exercise all and any powers of the Charity which are not required to be exercised by the Members

15.2. The Chairman of the Board shall be the Imam

15.3. Trustees shall be appointed and any Trustee may be removed by written decision of the holder or holders of a simple majority of the share capital of the Charity provided that the said majority holder or holders shall only exercise such power in the way that they decide in good faith is in the best interests of the Charity. Trustees shall not be subject to retirement by rotation

15.4. The appointment of a Trustee terminates if the other Trustees consider that he or she

15.4.1. is disqualified under the Act or the Charities Act or becomes prohibited by law from acting as a director or charity trustee

15.4.2. becomes bankrupt or makes arrangements or compositions with creditors generally;

15.4.3. is incapable, whether mentally or physically, of managing his or her own affairs, or

15.4.4. resigns by written notice to the Chairman (but only if at least two Trustees will remain in office)

15.5. A technical defect in the appointment of a Trustee of which the Board of Trustees is unaware at the time does not invalidate a decision taken at a meeting

16. PROCEEDINGS OF THE BOARD OF TRUSTEES

16.1. Subject to the provisions of these Articles, the Trustees may regulate their meetings as they think fit. A Trustee may call a Board meeting. Notice of a Board meeting shall be given to each Trustee

16.2. A quorum at a meeting of the Board is two Trustees save that when any Trustee attending a meeting is conflicted for any reason, the quorum shall be reduced to one if necessary to allow a meeting to proceed

16.3. A meeting of the Board may be held either in person or by suitable electronic means agreed by the Board in which all participants may communicate with all the other participants

16.4. The Chairman (or in the absence of the Chairman some other Trustee chosen by the Trustees present) presides at each meeting

16.5. Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote under Article 17) is as valid as a resolution passed at a meeting and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)

16.6. Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue

16.7. A procedural defect of which the Board of Trustees is unaware at the time does not invalidate a

decision taken at a meeting

- 16.8. Any Trustee may participate in a meeting of the Board of Trustees or a committee constituted pursuant to these Articles of which he is a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Act, shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is

17. TRUSTEES CONFLICTS OF INTEREST

- 17.1. Subject to Articles 17.2 and 17.5, any Trustee who becomes a Conflicted Trustee in relation to any matter shall
- 17.1.1. declare the nature and extent of his or her interest before discussion begins on the matter
 - 17.1.2. withdraw from the meeting for that item after providing any information requested by the other Trustees
 - 17.1.3. not be counted in the quorum for that part of the meeting; and
 - 17.1.4. remain absent during the vote and have no vote on the matter
- 17.2. When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to
- 17.2.1. continue to participate in discussions relating to the making of a decision and/or to vote
 - 17.2.2. disclose to a third party information confidential to the Charity, or
 - 17.2.3. take any other action not otherwise authorised, or to refrain from taking any step required to remove the conflict which, in either case, does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or Material Benefit
- 17.3. A Conflicted Trustee who obtains (other than through his or her position as Trustee) information that is confidential to a third party, shall not be in breach of his or her duties to the Charity if he or she declares the conflict in accordance with this Article 17 and then withholds such confidential information from the Charity
- 17.4. A Trustee shall not be considered to have a conflict of interest solely by reason of any connection he or she may have to the Aga Khan Development Network or the institutions of the Ismaili Imam
- 17.5. The Charity acknowledges that as founder of the Aga Khan Development Network and chairman of many entities within it and as Imam, the Imam has an interest in respect of all entities of the Aga Khan Development Network and all institutions of the Ismaili Imam and no further specific declaration in respect of such interest shall be required
- 17.6. For any transaction or arrangement authorised under Articles 6.22, 7, 8, 9, 17 and 22 the Trustee's duty under the Act to avoid a conflict of interest with the Charity shall be disapplied provided the relevant provisions of this Article 17 have been followed

18. POWERS OF BOARD OF TRUSTEES

18.1. The Board of Trustees has the following powers in the administration of the Charity in its capacity as a board of charity trustees:

18.1.1. subject to Articles 15.2 and 15.3, to appoint additional and remove Trustees and to determine the terms of service of Trustees

18.1.2. to appoint honorary officers who need not be Members nor Trustees

18.1.3. to delegate any of its functions to committees consisting of one or more individuals appointed by it (but at least one member of every committee shall be a Trustee and all proceedings of committees shall be reported promptly to the Board of Trustees)

18.1.4. to constitute a committee to be known as the Board of Governors with responsibility for such of the academic, teaching, operational and administrative activities of the Charity as the Board of Trustees may from time to time determine (the members of which may comprise such Trustees and non-Trustees as the Board of Trustees sees fit and all proceedings of the Board of Governors shall be reported promptly to the Board of Trustees)

18.1.5. to make rules consistent with these Articles and the Act to govern proceedings at General Meetings, meetings of the Board of Trustees and any meetings of committees and to govern the administration of the Company and the use of its seal (if any)

18.1.6. to establish procedures to assist the resolution of disputes within the Charity

18.1.7. to exercise any powers of the Charity which are not reserved to the Members

18.1.8. to receive donations

19. RECORDS AND ACCOUNTS

19.1. The Board of Trustees shall comply with the requirements of the Act and the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

19.1.1. Annual reports

19.1.2. Annual returns and

19.1.3. Annual statements of account

19.2. The Board of Trustees shall keep proper records of

19.2.1. All proceedings at General Meetings

19.2.2. All proceedings at meetings of the Board of Trustees; and

19.2.3. All reports of committees

19.3. All of the records listed in Articles 19.1 and 19.2 shall be available to the Members of the Charity on request

19.4. Accounting records relating to the Charity shall be made available for inspection by any Trustee and to Members at any reasonable time during normal office hours

20. NOTICES

- 20.1. Notices under these Articles may be sent by hand, or by post or by suitable electronic means
- 20.2. The only address at which a Member is entitled to receive notices is the address shown in the register of Members
- 20.3. Any notice given in accordance with these Articles is to be treated for all purposes as having been received
 - 20.3.1. 48 hours after being sent by electronic means or delivered by hand to the relevant address
 - 20.3.2. four Clear Days after being sent by first class post to that address, if address within the UK or 10 Clear Days if outside the UK
 - 20.3.3. six Clear Days after being sent by second class or 15 Clear Days if overseas post to that address
 - 20.3.4. on being handed to the Member (or in the case of a member organisation, its Authorised Representative) personally or
 - 20.3.5. if earlier as soon as the Member acknowledges actual receipt
- 20.4. A technical defect in the giving of notice of which the Board of Trustees is unaware at the time does not invalidate decisions taken at a meeting

21. DOCUMENTS SENT IN ELECTRONIC FORM OR BY MEANS OF A WEBSITE

- 21.1. Where the Statutes permit the Charity to send documents or notices to its Members in electronic form or by means of a website, the documents will be validly sent provided the Charity complies with the requirements of the Statutes
- 21.2. Subject to any requirement of the Statutes only such documents and notices as are specified by the Charity may be sent to the Charity in electronic form to the address specified by the Charity for that purpose and such documents or notices sent to the Charity are sufficiently authenticated if the identity of the sender is confirmed in the way the Charity has specified

22. INDEMNITY

Subject to the provisions of the Act and the Charity Act every Trustee or other officer of the Charity shall be (and any auditor of the Charity may be) indemnified out of the assets of the Charity against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the Charity

23. DISSOLUTION

If upon the winding-up or dissolution of the Charity there remains after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Charity but shall be transferred to any charitable institution or institutions having charitable purposes the same as or similar to the Objects or applied for exclusively charitable purposes the same as or similar to the Objects or in such other manner consistent with charitable status as the Commission approves in writing in advance

WE, the several persons whose names and addresses 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 Institute set opposite our respective names.

Number of shares taken by each subscriber	NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS
One	Kasim Aga Khan. 1 Rue des Vignes, Paris 17 ^e . France
Ninety Eight	Fondation Aga Khan 32, Chemin des Vignes, Courmouza, Switzerland By Andre Ardoin Member of the Board <i>Andre Ardoin</i>
One	Aga Khan Foundation (United Kingdom) Limited, Gibcus House, Gutter Lane, London EC2 By Andre Ardoin Member of the Council <i>Andre Ardoin</i>

DATED this 15th day of July 1977

WITNESS to the above Signatures:-

Andre Ardoin
 ANDRE ARDOIN
 32, Chemin des Vignes
 Courmouza, Switzerland

CC03

Statement of compliance where amendment of articles restricted



Companies House

What this form is for
You may use this form to state that
the restrictions to change articles
have been observed.

What this form is NOT for
You cannot use this form for
notifying a change of articles that
are not restricted.

MICROFILM

RC2

*R79SOWWG+
09/07/2018
COMPANIES HOUSE

#3

1 Company details

Company number 0 1 3 2 4 8 5 8

Company name in full The Institute of Ismaili Studies

→ **Filing in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Statement of compliance ¹

The above company certifies that the amendment has been made in accordance
with the company's articles and, where relevant, any applicable order of a court
or other authority.

1 Please note:
This form must accompany the
document making or evidencing the
amendment.

3 Signature

I am signing this form on behalf of the company.

Signature

Signature

X *Nilees* X

2 Societas Europaea
If the form is being filed on behalf
of a Societas Europaea (SE) please
delete 'director' and insert details
of which organ of the SE the person
signing has membership.

3 Person authorised
Under either section 270 or 274 of
the Companies Act 2006.

This form may be signed by:
Director ², Secretary, Person authorised ³, Liquidator, Administrator,
Administrative receiver, Receiver, Receiver manager, Charity Commission receiver
and manager, CIC manager, Judicial factor.

CC03

Statement of compliance where amendment of articles restricted



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

Address

Post town

County/Region

Postcode

Country

DX

Telephone



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- The company name and number match the information held on the public Register.
- You are also sending with this form the document making or evidencing the amendment.
- You have signed the form.



Important information

Please note that all information on this form will appear on the public record.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk