Company number: 07034081

Written resolution of the member

of

DVK Foundation ("the Company")

I hereby pass the following resolution as a special resolution and agree that the said resolution shall, for all purposes, be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.

THAT the existing Articles of Association of the Company are deleted in their entirety and that the new Articles of Association as attached to this written special resolution are adopted in place of the existing Articles of Association.

THAT the existing Memorandum of Association of the Company be amended and restated such that it conforms with the draft Memorandum of Association attached to this written special resolution

Signed: .....

Name: Deepak Vinay Kuntawala

Position: Director

Date: 26/01/2010

For and on behalf of DVK Capital Limited

WEDNESDAY

AAU8YH78

A16 03/02/2010 260

COMPANIES HOUSE

The Companies Acts 1985 to 2006

Company Limited by Guarantee not having a Share Capital

Memorandum of Association

of

DVK Foundation

Bates Wells & Braithwaite London LLP
2-6 Cannon Street
London EC4M 6YH
(Telephone 020 7551 7777)
www bwbllp com
EC/JB/207244/0001

The subscriber to this memorandum, wishes to form a company in accordance with this memorandum

---

Name and address of Subscriber

Guarantee

Name **Andrew Julian Blake** **£1**

Address 2 Hengrave Road, London, SE23 3NW

Date 29th September 2009

The Companies Acts 1985 to 2006

Company Limited by Guarantee not having a Share Capital

Articles of Association

of

DVK Foundation

Bates Wells & Braithwaite London LLP
2-6 Cannon Street
London EC4M 6YH
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EC/JB/207244/0001

The Companies Acts 1985 to 2006

Company Limited by Guarantee not having a Share Capital

Articles of Association

of

DVK Foundation

Name

1 The name of the company is DVK Foundation In these Articles of Association it is called the "Charity"

Registered office

2 The registered office of the Charity is situated in England and Wales

Objects

3 The objects of the Charity are to

3 1 promote the relief and good health of victims of terrorism, their affected families and friends and others affected by terrorism,

3 2 relieve poverty and other charitable need,

3 3 advance, or promote, such further charitable purposes as the Trustees shall in their discretion think fit

Powers

4 To further its objects the Charity may·

4 1 provide and assist in the provision of money, materials or other help,

4 2 provide or procure the provision of counselling, guidance and advice,

4 3 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available,

4 4 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities,

4 5 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any media,

4 6 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and

institutions regarding the development and implementation of appropriate policies provided that all such activities shall be conducted on the basis of well-founded, reasoned argument and shall in all other respects be confined to those which an English and Welsh charity may properly undertake,

4 7 enter into contracts to provide services to or on behalf of other bodies,

4 8 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities,

4 9 subject to any consent required by law, dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit,

4 10 subject to any consent required by law, borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds,

4 11 set aside funds for special purposes or as reserves against future expenditure,

4 12 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property,

4 13 delegate the management of investments to a financial expert or experts provided that

4 13 1 the investment policy is set down in writing for the financial expert or experts by the Trustees,

4 13 2 every transaction is reported promptly to the Trustees,

4 13 3 the performance of the investments is reviewed regularly by the Trustees,

4 13 4 the Trustees are entitled to cancel the delegation arrangement at any time,

4 13 5 the investment policy and the delegation arrangements are reviewed at least once a year,

4 13 6 all payments due to the financial expert or experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt, and

4 13 7 the financial expert or experts may not do anything outside the powers of the Trustees,

4 14 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert or experts acting under their instructions and pay any reasonable fee required,

4 15 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 person or company,

4 16 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 17 subject to the restriction in Article 4 19 raise funds by way of subscription, donation or otherwise,

4 18 accept (or disclaim) gifts of money and any other property,

4 19 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 20 incorporate subsidiary companies to carry on any trade,

4 21 subject to Article 5

4 21 1 engage and pay employees, consultants and professional or other advisers, and

4 21 2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants,

4 22 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes,

4 23 become a member, associate or affiliate of or act as Trustee or appoint Trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects),

4 24 undertake and execute charitable trusts;

4 25 amalgamate with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects wholly or in part similar to those of the Charity,

4 26 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them,

4 27 pay out of the funds of the Charity the costs of forming and registering the Charity,

4 28 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity,

4 29 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, including without limitation any liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading), provided that any such insurance shall not extend to the provision of any indemnity for a person in respect of

4 29 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,

4 29 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, or

4 29 3 in relation to any liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986, any liability to make such a contribution where the basis of the Trustee's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation, and

4 30 do all such other lawful things as shall further the Charity's objects

5. Limitation on private benefits

5 1 The income and property of the Charity shall be applied solely towards the promotion of its objects

5 2 Except as provided below no part of the income and property of the Charity may be paid or transferred directly or indirectly by way of benefit to the members of the Charity and no Trustee may receive any remuneration or other benefit in money or money's worth from the Charity This shall not prevent any payment in good faith by the Charity of

5 2 1 any payments made to any member, Trustee or Connected Person in their capacity as a beneficiary of the Charity,

5 2 2 reasonable and proper out of pocket expenses of the Trustees,

5 2 3 reasonable and proper remuneration to any Trustee for any services supplied to the Charity on the instructions of the Trustees (excluding the service of acting as Trustee and services performed under a contract of employment with the Charity) provided that

(a) the procedure described in Articles 39 to 40 of the Articles (Conflicts of Interest) must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision, and

(b) this provision together with Articles 5 2 4 and 5 3 3 may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee),

5 2 4 reasonable and proper remuneration to any person (not being a Trustee) for any services supplied to the Charity (including services performed under a contract of employment with the Charity) provided that

(a) if such person is a Connected Person the procedure described in Articles 39 to 40 of the Articles (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person, and

(b) this provision together with Articles 5 2 3 and 5 3 3 of these Articles may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee)

5 2 5 interest on money lent by any member, Trustee or Connected Person at a reasonable and proper rate,

5 2 6 any reasonable and proper rent for premises let by any member, Trustee or Connected Person,

5 2 7 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 4 29 of these Articles,

5 2 8 any payments made to any Trustee or officer under the indemnity provisions set out at Article 51,

5 3 Except as provided below no part of the income and property of any Subsidiary Company may be paid or transferred directly or indirectly by way of benefit to the members of the Charity and no Trustee may receive any remuneration or other benefit in money or money's worth from any Subsidiary Company This shall not prevent any payment in good faith by any Subsidiary Company of

5 3 1 any payments made to any member, Trustee or Connected Person in their capacity as a beneficiary of the Charity and/or of the Subsidiary Company,

5 3 2 reasonable and proper out of pocket expenses of the Trustees,

5 3 3 reasonable and proper remuneration to any person for any goods or services supplied to the Subsidiary Company (including services performed under a contract of employment with the Subsidiary Company) provided that

(a) if such person is a Trustee or a Connected Person such remuneration and any changes to it must be approved by the Trustees following the procedure described in Articles 39 and 40 as far as the relevant Trustee is concerned, and

(b) this provision together with Articles 5 2 3 and 5 2 4 may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee),

5 3 4 interest on money lent by any member, Trustee or Connected Person at a reasonable and proper rate,

5 3 5 any reasonable and proper rent for premises let by any member, Trustee or Connected Person,

5 3 6 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 4 29,

5 3 7 any payments made to any Trustee or officer under the indemnity provisions set out at Article 51

5 4 For any transaction authorised by Articles 5 2 or 5 3, the Trustee's duty (arising under the Companies Act 2006) to avoid a Conflict of Interest with the Charity shall be disapplied provided the relevant provisions of Articles 5 2 or 5 3 have been complied with

Limited liability

6 The liability of the members is limited

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 1 for payment of the debts and liabilities of the Charity contracted before he or she ceased to be a member,

7 1 2 for the costs, charges and expenses of winding up,

7 1 3 for the adjustment of the rights of the contributories among themselves

Members

8 The subscriber to the Memorandum was the founder member and the first sole member of the Charity Any sole member may, in writing to the Charity, appoint a replacement sole member If the sole member dies or ceases to exist, the Trustees may appoint a new sole member, taking account (where possible) of the preceding sole member's intentions

Patrons

9 The Trustees may appoint and remove any individual(s) as patron(s) of the Charity and on such terms as they shall think fit A patron shall have the right to be given notice of, to attend and speak (but not vote) at any members' general meeting of the Charity as if a member and shall also have the right to receive accounts of the Charity when available to members

Trustees

Number of Trustees

10 There shall be at least three Trustees

Appointment, retirement, removal and disqualification of Trustees

11 The sole member shall appoint (and may remove) the Trustees, acting in the best interests of the Charity

12 If the resignation of a Trustee causes the number of Trustees to fall below three then the resigning Trustee shall remain in office until a new appointment is made

13 No person may be appointed as a Trustee

13 1 unless he or she has attained the age of 18 years, or

13 2 in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of the Articles

14 The office of a Trustee shall be vacated if

14 1 he or she ceases to be a Trustee by virtue of any provision of the Companies Acts or he or she becomes prohibited by law from being a Trustee,

14 2 he or she is disqualified under the Charities Act 1993 from acting as a Trustee,

14 3 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally,

14 4 the Trustees and the sole member reasonably believe he or she is suffering from mental disorder and incapable of acting and the member resolves that he or she be removed from office,

14 5 he or she resigns by notice to the Charity (but only if at least three Trustees will remain in office when the notice of resignation is to take effect),

14 6 he or she fails to attend three consecutive meetings of the Trustees and the sole member resolves that he or she be removed for this reason,

Powers of Trustees

15 Subject to the Companies Acts and the Articles, the business of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity No alteration of the Articles shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made The powers given by this Article shall not be limited by any special power given to the Trustees by the Articles and a meeting of the Trustees at which a quorum is present may exercise all powers exercisable by the Trustees

16 The continuing Trustees or a sole continuing Trustee may act despite any vacancies in their number but while there are fewer Trustees than required for a quorum the Trustees may only act for the purpose of increasing the number of Trustees

17 All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee

18 Subject to the Articles the Trustees may regulate their proceedings as they think fit

Chair

19 The Trustees may appoint one of their number to be the chair of the Trustees and may at any time remove him or her from that office

Delegation of Trustees' powers

20 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine

21. The Trustees may delegate any of their powers or functions to any committee or the implementation of any of their resolutions and day to day management of the affairs of the Charity to any person or committee in accordance with the conditions set out in these Articles

Delegation to committees

22 In the case of delegation to committees

22 1 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number),

22 2 the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify,

22 3 the deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported promptly to the Trustees and for that purpose every committee shall appoint a secretary,

22 4 all delegations under this Article shall be variable or revocable at any time,

22 5 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee as they may from time to time think fit, and

22 6 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees

23 For the avoidance of doubt, the Trustees may delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee

24. The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as applicable and not superseded by any regulations made by the Trustees

Delegation of day to day management powers

25 In the case of delegation of the day to day management of the Charity to a chief executive or other manager or managers

25 1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and if applicable to advise the Trustees in relation to such policy, strategy and budget,

25 2 the Trustees shall provide the manager with a description of his or her role and the extent of his or her authority, and

25 3 the manager shall report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts sufficient to explain the financial position of the Charity.

Meetings

Trustees' meetings

26 Two Trustees may (and the Secretary, if any, shall at the request of two Trustees) call a Trustees' meeting at any time

Length of notice

27 A Trustees' meeting shall be called by at least seven clear days' notice unless either

27 1 all the Trustees agree, or

27 2 urgent circumstances require shorter notice

Contents of notice

28 Every notice calling a meeting shall specify the place, day and time of the meeting, and the general nature of the business to be transacted

Service of notice

29 Notice of meetings shall be given to each Trustee, as agreed by the Trustees

Quorum

30 No business shall be transacted at any meeting unless a quorum is present At Trustees' meetings two people present in person and entitled to vote shall be a quorum

Voting at Trustees' meetings

31 At a Trustees' meeting every person present in person and entitled to vote shall have one vote

32 A resolution put to the vote of a Trustees' meeting shall be decided on a show of hands

33 Questions arising at a Trustees' meeting shall be decided by a majority of votes In the case of an equality of votes, the chair shall be entitled to a casting vote in addition to any other vote he or she may have

Virtual meetings of Trustees

34 A Trustees' meeting may be held by telephone or using any televisual or other electronic or virtual means agreed by resolution of the Trustees in which all participants may communicate simultaneously with all other participants

Decisions without a meeting

Written members' resolutions

35 A written resolution of the sole member of the Charity shall have effect as if passed by the Charity in a members' general meeting

36 The sole member signifies the passing of a written resolution when the Charity receives from the sole member an authenticated document identifying the resolution to which it relates and indicating agreement to the resolution

36 1 If the document is sent to the Charity in hard copy form, it is authenticated if it bears the member's signature

36 2 If the document is sent to the Charity by electronic means, it is authenticated if it bears the member's signature or if the Charity has no reason to doubt receipt from the sole member

Trustees' decision-making

37 The Trustees may take a unanimous decision without a Trustees' meeting by indicating to each other by any means, including without limitation by electronic means, that they share a common view on a matter Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing

38 A decision which is made in accordance with Article 37 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with

38 1 approval from each Trustee must be received by one person being either such person as all the trustees shall have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient") , which person may, for the avoidance of doubt, be one of the trustees,

38 2 following receipt of response from all of the Trustees, the recipient shall communicate to all of the Trustees by any means whether the resolution has been formally approved by the Trustees in accordance with Article 37,

38 3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval, and

38 4 the Recipient shall prepare a minute of the decision

Conflicts of interest

39 Whenever a Trustee finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Trustees unless, or except to the extent that, the other Trustees are or ought reasonably to be aware of it already

40 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 37 and a Trustee has a Conflict of Interest in respect of that matter then, subject to Article 42, he or she must

40 1 remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate,

40 2 not be counted in the quorum for that part of the meeting, and

40 3 withdraw during the vote and have no vote on the matter

41 If any question arises as to whether a Trustee has a Conflict of Interest, the question shall be decided by a majority decision of the other Trustees

Trustees' power to authorise a conflict of interest

42 The Trustees have power to authorise a Trustee to be in a position of Conflict of Interest provided

42 1 this power cannot be used to authorise a Conflict of Interest arising from a benefit permitted under Article 5 2 3 or 5 3 3, and

42 2 in relation to the decision to authorise a Conflict of Interest, the conflicted Trustee must comply with Article 40, and

42 3 in authorising a Conflict of Interest, the Trustees can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Trustee with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum, and

42 4 the decision to authorise a Conflict of Interest can impose such terms as the Trustees think fit and is subject to their right to vary or terminate the authorisation, and

42 5 nothing in this Article 42 shall have the effect of allowing the Trustees to authorise a benefit that is not permitted in accordance with Article 5

43 If a matter, office, employment or position, has been authorised by the Trustees in accordance with Article 42 then, even if he or she has been authorised to remain at the meeting by the other Trustees, the Trustee may absent himself or herself from meetings of the Trustees at which anything relating to that matter, or that office, employment or position, will or may be discussed

44 A trustee shall not be accountable to the Charity for any benefit which he or she derived from any office, employment or position, which has been authorised by the Trustees in accordance with Article 42 (subject to any limits or conditions to which such approval was subject)

Register of Trustees' interests

45 The Trustees shall cause a register of Trustees' interests to be kept A Trustee must declare the nature and extent of any interest, direct or indirect, which s/he has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared

Irregularities

46 The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it

General

Secretary

47 A Secretary may be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them If there is no Secretary

47 1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity, and

47 2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees

Minutes

48 The Trustees shall cause minutes to be made in books kept for the purpose

48 1 of all appointments of officers made by the Trustees,

48 2 of all resolutions of the Charity and of the Trustees, and

48 3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting,

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against

any member or Trustee of the Charity, be sufficient evidence of the proceedings The minutes must be kept for at least ten years from the date of the meeting, resolution or decision

Records and accounts

49 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 1993 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of

49 1 annual reports,

49 2 annual returns,

49 3 annual statements of account

Communications by and to the Charity

50 Subject to the provisions of the Companies Acts and these Articles a document or information (including any notice) to be given, sent or supplied to any person pursuant to the Articles may be given, sent or supplied in hard copy form or in electronic form to their nominated or usual electronic address,

Indemnity

51 Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts, and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts

Trustees' indemnity insurance

52 The Trustees shall have power to resolve pursuant to Article 4 29 to effect Trustees' indemnity insurance, despite their interest in such policy

Exclusion of model articles

53 The relevant model articles for a company limited by guarantee are hereby expressly excluded

Winding up

54. If any property remains after the Charity has been wound up or dissolved 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 institution or institutions with similar objects which is or are regarded as charitable under the law of England and Wales The institution or institutions to benefit shall be chosen by the sole member at or before the time of winding up or dissolution

SCHEDULE

1 In these Articles the following terms shall have the following meanings

	Term	Meaning
1 1	**"address"**	includes a number or address used for the purposes of sending or receiving documents by electronic means,
1 2	**"Articles"**	these Articles of Association of the Charity,
1 3	**"Charity"**	DVK Foundation,
1 4	**"circulation date"**	in relation to a written resolution, has the meaning given to it in the Companies Acts,
1 5	**"clear days"**	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect,
1 6	**"Companies Acts"**	has the meaning given to it in section 2 of the Companies Act 2006,
1 7	**"Conflict of Interest"**	any direct or indirect interest of a Trustee (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Charity,
1 8	**"Connected Person"**	any person falling within one of the following categories and where payment to that person might result in the Trustee obtaining benefit (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, or (b) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship; or (c) any company or firm of which a Trustee is a paid director, partner or employee, or shareholder holding more than 1% of the capital,
1 9	**"electronic form" and "electronic means"**	have the meanings respectively given to them in the Companies Act 2006,
1 10	**"financial expert"**	an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000,
1 11	**"hard copy" and "hard copy form"**	have the meanings respectively given to them in the Companies Act 2006,

1 12	**"Memorandum"**	the Memorandum of Association of the Charity,
1 13	**"Secretary"**	the secretary of the Charity (if any),
1 14	**"Subsidiary Company"**	any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company, and
1.15	**"Trustee" and "Trustees"**	the Trustee/Trustees as defined in the Companies Acts

2 In these Articles

2 1 Subject to paragraph 2 2 below, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it

2 2 Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles became binding on the Charity