



FILE COPY

**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company No. 7567138

The Registrar of Companies for England and Wales, hereby certifies that

STELIOS PHILANTHROPIC FOUNDATION

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England/Wales

Given at Companies House on **16th March 2011**



N075671380



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

IN01

Application to register a company



A fee is payable with this form.
Please see 'How to pay' on the last page

What this form is for
You may use this form to register a
private or public company

X What this form is NOT for
You cannot use this form to register
a limited liability partnership. To do
this, please use form LL IN01

WEDNESDAY



L9NYKSH8

LD1 16/03/2011 38
COMPANIES HOUSE

158526/£50

Part 1 Company details

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

All fields are mandatory unless
specified or indicated by *

A1 Company details

	Please show the proposed company name below
Proposed company name in full ①	STELIOS PHILANTHROPIC FOUNDATION
For official use	7 5 6 7 1 3 8

① **Duplicate names**
Duplicate names are not permitted. A
list of registered names can be found
on our website. There are various rules
that may affect your choice of name.
More information is available at
www.companieshouse.gov.uk

A2 Company name restrictions ②

Please tick the box only if the proposed company name contains sensitive
or restricted words or expressions that require you to seek comments of a
government department or other specified body

☒ I confirm that the proposed company name contains sensitive or restricted
words or expressions and that approval, where appropriate, has been
sought of a government department or other specified body and I attach a
copy of their response

② **Company name restrictions**
A list of sensitive or restricted words
or expressions that require consent
can be found in guidance available
on our website
www.companieshouse.gov.uk

A3 Exemption from name ending with 'Limited' or 'Cyfyngedig' ③

Please tick the box if you wish to apply for exemption from the requirement to
have the name ending with 'Limited', 'Cyfyngedig' or permitted alternative

☒ I confirm that the above proposed company meets the conditions for
exemption from the requirement to have a name ending with 'Limited',
'Cyfyngedig' or permitted alternative

③ **Name ending exemption**
Only private companies that are
limited by guarantee and meet other
specific requirements are eligible to
apply for this.
For more details, please go to our
website
www.companieshouse.gov.uk

A4 Company type ④

Please tick the box that describes the proposed company type and members'
liability (only one box must be ticked)

☐ Public limited by shares
☐ Private limited by shares
☒ Private limited by guarantee
☐ Private unlimited with share capital
☐ Private unlimited without share capital

④ **Company type**
If you are unsure of your company's
type, please go to our website
www.companieshouse.gov.uk

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Application to register a company

A5

Situation of registered office ①

Please tick the appropriate box below that describes the situation of the proposed registered office (only one box must be ticked)

- ☒ England and Wales
☐ Wales
☐ Scotland
☐ Northern Ireland

① Registered office

Every company must have a registered office and this is the address to which the Registrar will send correspondence

For England and Wales companies, the address must be in England or Wales

For Welsh, Scottish or Northern Ireland companies, the address must be in Wales, Scotland or Northern Ireland respectively

A6

Registered office address ②

Please give the registered office address of your company

Building name/number 10
Street SYDNEY PLACE
SOUTH KENSINGTON
Post town LONDON
County/Region LONDON
Postcode S W 7 3 N L

② Registered office address

You must ensure that the address shown in this section is consistent with the situation indicated in section A5

You must provide an address in England or Wales for companies to be registered in England and Wales

You must provide an address in Wales, Scotland or Northern Ireland for companies to be registered in Wales, Scotland or Northern Ireland respectively

A7

Articles of association ③

Please choose one option only and tick one box only

- Option 1 I wish to adopt one of the following model articles in its entirety Please tick only one box
☐ Private limited by shares
☐ Private limited by guarantee
☐ Public company
- Option 2 I wish to adopt the following model articles with additional and/or amended provisions I attach a copy of the additional and/or amended provision(s) Please tick only one box
☐ Private limited by shares
☐ Private limited by guarantee
☐ Public company
- Option 3 ☒ I wish to adopt entirely bespoke articles I attach a copy of the bespoke articles to this application

③ For details of which company type can adopt which model articles, please go to our website www.companieshouse.gov.uk

A8

Restricted company articles ④

Please tick the box below if the company's articles are restricted

☒

④ Restricted company articles

Restricted company articles are those containing provision for entrenchment For more details, please go to our website www.companieshouse.gov.uk

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Application to register a company

Part 2**Proposed officers**

For private companies the appointment of a secretary is optional, however, if you do decide to appoint a company secretary you must provide the relevant details. Public companies are required to appoint at least one secretary.

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

For a secretary who is an individual, go to Section B1; For a corporate secretary, go to Section C1; For a director who is an individual, go to Section D1; For a corporate director, go to Section E1.

Secretary**B1****Secretary appointments ①**

Please use this section to list all the secretary appointments taken on formation.
For a corporate secretary, complete Sections C1-C5.

Title *	
Full forename(s)	
Surname	
Former name(s) ②	

① Corporate appointments

For corporate secretary appointments, please complete section C1-C5 instead of section B.

Additional appointments

If you wish to appoint more than one secretary, please use the 'Secretary appointments' continuation page.

② Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

B2**Secretary's service address ③**

Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	

③ Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of secretaries as the company's registered office.

If you provide your residential address here it will appear on the public record.

B3**Signature ④**

I consent to act as secretary of the proposed company named in Section A1.

Signature	Signature  
-----------	--

④ Signature

The person named above consents to act as secretary of the proposed company.

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Application to register a company

Corporate secretary**C1 Corporate secretary appointments ①**

Please use this section to list all the corporate secretary appointments taken on formation

Name of corporate body/firm

Building name/number

Street

Post town

County/Region

Postcode

Country

① Additional appointments

If you wish to appoint more than one corporate secretary, please use the 'Corporate secretary appointments' continuation page

Registered or principal address

This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number

C2 Location of the registry of the corporate body or firm

Is the corporate secretary registered within the European Economic Area (EEA)?

→ Yes Complete **Section C3** only→ No Complete **Section C4** only**C3 EEA companies ②**

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register

Where the company/firm is registered ③

Registration number

② EEAA full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk**③** This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)**C4 Non-EEA companies**

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register

Legal form of the corporate body or firm

Governing law

If applicable, where the company/firm is registered ④

Registration number

④ Non-EEA

Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register

C5 Signature ⑤I consent to act as secretary of the proposed company named in **Section A1**.

Signature

Signature

X

X

⑤ Signature

The person named above consents to act as corporate secretary of the proposed company

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Application to register a company

Director**D1****Director appointments ①**Please use this section to list all the director appointments taken on formation
For a corporate director, complete Sections E1-E5.

Title *	SIR
Full forename(s)	STELIOS
Surname	HAJI-IOANNOU
Former name(s) ②	
Country/State of residence ③	Monaco
Nationality	Cypriot and British
Date of birth	d 1 d 4 m 0 m 2 y 1 y 9 y 6 y 7
Business occupation (if any) ④	ENTREPRENEUR

① Appointments
Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual

② Former name(s)
Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes

③ Country/State of residence
This is in respect of your usual residential address as stated in section D4

④ Business occupation
If you have a business occupation, please enter here. If you do not, please leave blank

Additional appointments
If you wish to appoint more than one director, please use the 'Director appointments' continuation page

D2**Director's service address ⑤**

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	THE COMPANY'S REGISTERED OFFICE
Street	
Post town	
County/Region	
Postcode	
Country	

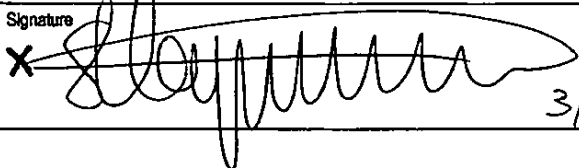
⑤ Service address
This is the address that will appear on the public record. This does not have to be your usual residential address

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office

If you provide your residential address here it will appear on the public record

D3**Signature ⑥**

I consent to act as director of the proposed company named in Section A1.

Signature	Signature X  3/3/11 X
-----------	---

⑥ Signature
The person named above consents to act as director of the proposed company

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Application to register a company

Director

D1

Director appointments ①

Please use this section to list all the director appointments taken on formation
For a corporate director, complete Sections E1-E5.

Title *	
Full forename(s)	PETER MALCOLM PETER
Surname	BARTON
Former name(s) ②	
Country/State of residence ③	UK
Nationality	British
Date of birth	d ² d ⁶ m ⁰ m ³ y ¹ y ⁹ y ³ y ⁷
Business occupation (if any) ④	DIRECTOR

① Appointments

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

② Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

③ Country/State of residence

This is in respect of your usual residential address as stated in Section D4.

④ Business occupation

If you have a business occupation, please enter here. If you do not, please leave blank.

Additional appointments

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2

Director's service address ⑤

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	THE COMPANY'S REGISTERED OFFICE
Street	
Post town	
County/Region	
Postcode	
Country	

⑤ Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

D3

Signature ⑥

I consent to act as director of the proposed company named in Section A1.

Signature	Signature X Peter Barton X
-----------	-------------------------------



⑥ Signature

The person named above consents to act as director of the proposed company.

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Application to register a company

Corporate director

E1 Corporate director appointments ①		① Additional appointments If you wish to appoint more than one corporate director, please use the 'Corporate director appointments' continuation page Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number
Please use this section to list all the corporate directors taken on formation		
Name of corporate body or firm		
Building name/number		
Street		
Post town		
County/Region		
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Country		
E2 Location of the registry of the corporate body or firm		
Is the corporate director registered within the European Economic Area (EEA)? → Yes Complete Section E3 only → No Complete Section E4 only		
E3 EEA companies ②		
Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register		② EEA A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk ③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)
Where the company/firm is registered ③		
Registration number		
E4 Non-EEA companies		
Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register		④ Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register
Legal form of the corporate body or firm		
Governing law		
If applicable, where the company/firm is registered ④		
If applicable, the registration number		
E5 Signature ⑤		
I consent to act as director of the proposed company named in Section A1 .		⑤ Signature The person named above consents to act as corporate director of the proposed company
Signature	Signature  	

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Part 3**Statement of capital**

Does your company have share capital?

→ **Yes** Complete the sections below→ **No** Go to **Part 4 (Statement of guarantee)**.**F1****Share capital in pound sterling (£)**

Please complete the table below to show each class of shares held in pound sterling
 If all your issued capital is in sterling, only complete **Section F1** and then go to **Section F4**.

Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
				£
				£
				£
				£
Totals				£

F2**Share capital in other currencies**

Please complete the table below to show any class of shares held in other currencies
 Please complete a separate table for each currency

Currency				
Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
Totals				

Currency				
Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
Totals				

F3**Totals**

Please give the total number of shares and total aggregate nominal value of issued share capital

Total number of shares

Total aggregate
nominal value ④

④ **Total aggregate nominal value**
 Please list total aggregate values in
 different currencies separately For
 example £100 + €100 + \$10 etc

① Including both the nominal value and any
share premium③ Number of shares issued multiplied by
nominal value of each share

② Total number of issued shares in this class

Continuation PagesPlease use a Statement of Capital continuation
page if necessary

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Application to register a company

F4

Statement of capital (Prescribed particulars of rights attached to shares)

Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in **Sections F1 and F2**.

Class of share

Prescribed particulars

①

① Prescribed particulars of rights attached to shares

The particulars are

- a particulars of any voting rights, including rights that arise only in certain circumstances,
- b particulars of any rights, as respects dividends, to participate in a distribution,
- c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares

A separate table must be used for each class of share

Continuation pages

Please use the next page or a 'Statement of Capital (Prescribed particulars of rights attached to shares)' continuation page if necessary

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Application to register a company

Class of share

Prescribed particulars

1

1 Prescribed particulars of rights attached to shares

The particulars are:

- a particulars of any voting rights, including rights that arise only in certain circumstances,
- b particulars of any rights, as respects dividends, to participate in a distribution;
- c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares

A separate table must be used for each class of share

Continuation pages

Please use a 'Statement of capital (Prescribed particulars of rights attached to shares)' continuation page if necessary

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Application to register a company

F5

Initial shareholdings

This section should only be completed by companies incorporating with share capital

Please complete the details below for each subscriber

The addresses will appear on the public record. These do not need to be the subscribers' usual residential address

Initial shareholdings

Please list the company's subscribers in alphabetical order

Please use an 'Initial shareholdings' continuation page if necessary

Subscriber's details	Class of share	Number of shares	Currency	Nominal value of each share	Amount (if any) unpaid	Amount paid
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						

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Application to register a company

Part 4 Statement of guarantee

Is your company limited by guarantee?

- **Yes** Complete the sections below
 → **No** Go to **Part 5** (Statement of compliance)

G1**Subscribers**

Please complete this section if you are a subscriber of a company limited by guarantee. The following statement is being made by each and every person named below

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for

- payment of debts and liabilities of the company contracted before I cease to be a member,
- payment of costs, charges and expenses of winding up, and,
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below

- 1 Name**
Please use capital letters
- 2 Address**
The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address
- 3 Amount guaranteed**
Any valid currency is permitted
- Continuation pages**
Please use a 'Subscribers' continuation page if necessary

Subscriber's details

Forename(s) 1	Stelios
Surname 1	Haji-Ioannou
Address 2	The company's registered office
Postcode	S W 7 3 N L
Amount guaranteed 3	£1 00

Subscriber's details

Forename(s) 1	Peter MALCOLM PETER
Surname 1	Barton
Address 2	The company's registered office
Postcode	S W 7 3 N L
Amount guaranteed 3	£1 00

Subscriber's details

Forename(s) 1	David
Surname 1	Watson
Address 2	The company's registered office
Postcode	S W 7 3 N L
Amount guaranteed 3	£1 00

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Application to register a company

Subscriber's details

Forename(s) ①	Jean-Claude
Surname ①	Eude
Address ②	The company's registered office
Postcode	S W 7 3 N L
Amount guaranteed ③	£1.00

Subscriber's details

Forename(s) ①	Donald
Surname ①	Manasse
Address ②	The company's registered office
Postcode	S W 7 3 N L
Amount guaranteed ③	£1.00

Subscriber's details

Forename(s) ①	Stephane
Surname ①	Garino
Address ②	The company's registered office
Postcode	S W 7 3 N L
Amount guaranteed ③	£1.00

Subscriber's details

Forename(s) ①	
Surname ①	
Address ②	
Postcode	
Amount guaranteed ③	

Subscriber's details

Forename(s) ①	
Surname ①	
Address ②	
Postcode	
Amount guaranteed ③	

① Name

Please use capital letters

② Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

③ Amount guaranteed

Any valid currency is permitted

Continuation pages

Please use a 'Subscribers' continuation page if necessary

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Application to register a company

Part 5

Statement of compliance

This section must be completed by all companies

Is the application by an agent on behalf of all the subscribers?

- **No** Go to **Section H1** (Statement of compliance delivered by the subscribers)
- **Yes** Go to **Section H2** (Statement of compliance delivered by an agent)

H1

Statement of compliance delivered by the subscribers ①

Please complete this section if the application is not delivered by an agent for the subscribers of the memorandum of association

I confirm that the requirements of the Companies Act 2006 as to registration have been complied with

① Statement of compliance delivered by the subscribers
Every subscriber to the memorandum of association must sign the statement of compliance

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

IN01

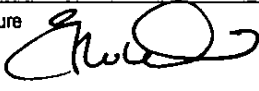
Application to register a company

Subscriber's signature	Signature X	X	Continuation pages Please use a 'Statement of compliance delivered by the subscribers' continuation page if more subscribers need to sign
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	

H2

Statement of compliance delivered by an agent

Please complete this section if this application is delivered by an agent for the subscribers to the memorandum of association

Agent's name	FARRER & CO LLP									
Building name/number	66									
Street	LINCOLN'S INN FIELDS									
Post town	LONDON									
County/Region	LONDON									
Postcode	W	C	2	A		3	L	H		
Country	UK									
	I confirm that the requirements of the Companies Act 2006 as to registration have been complied with									
Agent's signature	Signature X	 FOR AND ON BEHALF OF FARRER & CO LLP								X

IN01**Application to register a company****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 **JAS/EXH**Company name **Farrer & Co LLP**Address **66 Lincoln's Inn Fields**

Post town

County/Region

Postcode

W**C****2****A****3****L**

Country

DX **32 Chancery Lane**Telephone **+44 (0)20 3375 7000****Certificate**

We will send your certificate to the presenters address (shown above) or if indicated to another address shown below

- ☐ At the registered office address (Given in Section A6)
☐ At the agents address (Given in Section H2)

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ You have checked that the proposed company name is available as well as the various rules that may affect your choice of name. More information can be found in guidance on our website
- ☐ If the name of the company is the same as one already on the register as permitted by The Company and Business Names (Miscellaneous Provisions) Regulations 2008, please attach consent
- ☐ You have used the correct appointment sections
- ☐ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number
- ☐ The document has been signed, where indicated
- ☐ All relevant attachments have been included
- ☐ You have enclosed the Memorandum of Association
- ☐ You have enclosed the correct fee

**Important information**

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses.

**How to pay**

A fee of £20 is payable to Companies House to register a company.

Make cheques or postal orders payable to 'Companies House'

**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

Section 243 exemption

If you are applying for, or have been granted a section 243 exemption, please post this whole form to the different postal address below
The Registrar of Companies, PO Box 4082,
Cardiff, CF14 3WE

**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

COMPANY NOT HAVING A SHARE CAPITAL

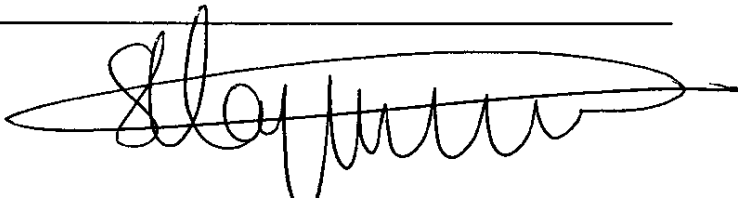
Memorandum of association of STELIOS PHILANTHROPIC FOUNDATION

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber

Authentication by each subscriber

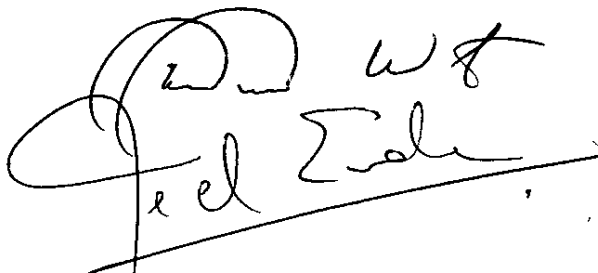
Sir Stelios Haji-Ioannou



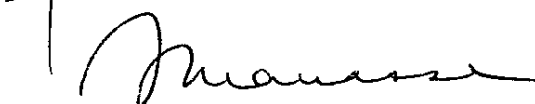
Malcolm Peter Barton




David Watson



Jean-Claude Eude



Donald Manasse



Stephane Garino

Dated:

Monaco, 3rd of March, 2011

WE HEREBY CERTIFY THIS TO BE A
TRUE COPY OF THE ORIGINAL

Farrer & Co
LLP

FARRER & CO. LLP
66 LINCOLN'S INN FIELDS
LONDON WC2A 3LH
EXH 8/3/11

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

of

Incorporated on []

FARRER & CO LLP
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THE COMPANIES ACTS 1985 TO 2006

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION
of
STELIOS PHILANTHROPIC FOUNDATION

1. NAME AND REGISTERED OFFICE

1 1 The name of the Charity is Stelios Philanthropic Foundation

1 2 The name of the Charity may be changed:

(a) by the Founder or an Enforcer,

(b) if there is no Founder or Enforcer, by unanimous resolution of the Members

1 3 The registered office of the Charity is to be in England and Wales

1 4 The provisions of Article 1 may be changed only by unanimous resolution of the Members

2. INTERPRETATION

The interpretation provisions in Article 20 shall apply

3. OBJECTS

The Objects of the Charity are for the benefit of the public to

- 3 1 prevent or relieve poverty by providing grants, items and services to individuals in need, in particular the disabled, people in poverty and disadvantaged young people, and/or charities, or other organisations working to prevent or relieve poverty,
- 3.2 advance the education of the public in such ways as the Trustees think fit, including by awarding scholarships, maintenance allowances or grants tenable at any university, college or institution of higher or further education,
- 3.3 promote the conservation, protection and improvement of the physical and natural environment,
- 3 4 advance in life and help young people through providing support and activities which develop their skills, capacities and capabilities to enable them to participate in society as mature and responsible individuals,
- 3.5 develop the capacity and skills of the members of socially and economically disadvantaged communities in such a way that they are better able to identify, and help meet, their needs and to participate more fully in society,
- 3 6 promote social inclusion amongst people with disabilities who are socially excluded by providing them with an opportunity to build capacity by establishing and growing a business to relieve the needs of those people and assist them to integrate into society,
- 3.7 promote national and international conflict resolution and reconciliation with a view to relieving suffering, poverty and distress and building and maintaining social cohesion and trust within and between communities, and
- 3 8 promote such other purposes for the benefit of the public as shall be exclusively charitable,

and (save for purposes incidental and ancillary to those objects), no other purposes

4. POWERS

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

- 4.1 to award scholarships, maintenance allowances and grants,
- 4.2 to establish and maintain awards and competitions,
- 4.3 to support, administer or set up other charities and undertake and execute charitable trusts,
- 4.4 to promote or carry out research,
- 4.5 to provide advice,
- 4.6 to organise (or to make grants or loans towards the costs of others organising) meetings, lectures, conferences broadcasts or courses of instruction,
- 4.7 to publish or distribute information,
- 4.8 to co-operate or collaborate with other bodies and engage in joint ventures,
- 4.9 to enter into any funding or other arrangement with any government or any other authority (municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and permits,
- 4.10 to raise funds (but not by means of Taxable Trading),
- 4.11 to take and accept any gift of money, property or other assets whether subject to any special trusts or not,

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- 4 12 to acquire or hire property rights or privileges of any kind,
- 4 13 to dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Acts),
- 4 14 to pay any rent and other outgoings and expenses in relation to property and to execute and do all such other instruments, acts and things as may be requisite in connection with the use, maintenance, upkeep, expansion, alteration or improvement of such property,
- 4 15 to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Charity,
- 4 16 to set aside funds for special purposes or as reserves against future expenditure,
- 4 17 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts,
- 4.18 to place funds in a current account with a reputable UK clearing bank or to invest funds in a manner that for equivalent risk, yields no more than the benchmark yield on the six month UK Gilt (issued by the UK Government) issued immediately prior to the date when the relevant funds are so invested (but to do so only after obtaining advice from a Financial Expert, unless the Trustees reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so, and having regard to the circumstances) All funds of the Charity must be held in UK Sterling (or any successor currency) unless an alternative currency is required to enable the Charity to effectively carry out activities that further the Objects,
- 4 19 to delegate the management of funds to a Financial Expert, but only on terms that
- (a) require the Financial Expert to comply with any investment policy (and any revision of that policy) set down In Writing for the Financial Expert by the Trustees,

- (b) require the Financial Expert to report every transaction to the Trustees promptly,
 - (c) require the Financial Expert to review the performance of the funds with the Trustees regularly,
 - (d) entitle the Trustees to cancel the delegation arrangement at any time,
 - (e) require the investment policy and the delegation arrangement to be reviewed with the Trustees at least once a Year,
 - (f) require all payments to the Financial Expert to be on a scale or at a level which is agreed in advance and to be notified promptly to the Trustees on receipt,
 - (g) prohibit the Financial Expert from doing anything outside the powers of the Trustees,
- 4 20 to arrange for funds or other property of the Charity to be held in the name of a nominee (being a corporate body controlled by the Trustees or by a Financial Expert acting under the instructions of the Trustees) and to pay any reasonable fee required,
- 4 21 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required,
- 4.22 to insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as Charity Trustees or 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,
- 4 23 subject to Article 8, to employ officers, employees and workers and to engage consultants, advisers, agents and volunteers,

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- 4 24 to provide and contribute to superannuation or pension funds for the officers, employees and workers of the Charity or any of them or otherwise to make provision for such officers employees and workers, their widows and children,
- 4 25 to enter into contracts to provide services to or on behalf of other bodies,
- 4 26 to establish or acquire subsidiary companies,
- 4 27 to pay the reasonable and proper costs of forming and administering the Charity; and
- 4 28 to do anything else within the law which promotes or helps to promote the Objects

5. THE TRUSTEES

- 5 1 The Trustees as Charity Trustees have control of the Charity and its property and funds
- 5.2 The minimum number of Trustees shall be two so long as the Founder or an Enforcer is a Trustee, and otherwise the minimum number of Trustees shall be three
- 5 3 The first Trustees are Sir Stelios Haji-Ioannou and Malcolm Peter Barton
- 5 4 Thereafter the power to appoint new Trustees shall be vested in the Founder or Enforcer. The provisions of this Article 5 4 may only be altered by the unanimous agreement of the Members
- 5 5 If there is no Founder or Enforcer, any person who is willing to act as a Trustee of the Charity and is permitted to be so appointed by the law and the Articles, may be appointed to be a Trustee by Ordinary Resolution
- 5 6 Subject to termination under Article 5 8, Trustees shall hold office indefinitely
- 5 7 Any retiring Trustee who remains qualified may be re-appointed

5 8 A Trustee's term of office automatically terminates if he or she

- (a) is removed by the Founder or Enforcer,
- (b) is disqualified under the Charities Acts from acting as a Charity Trustee,
- (c) is incapable, whether mentally or physically, of managing his or her own affairs,
- (d) resigns by Written notice to the Trustees (but only if at least two Trustees will remain in office), or
- (e) is removed by Ordinary Resolution at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views

6. PROCEEDINGS OF TRUSTEES

6 1 Any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with Article 6 11 or Article 6 12

Meetings

6 2 The Trustees must hold at least one meeting each Year

6 3 A quorum at a meeting of the Trustees is

- (a) subject to Article 6.3(b), two Trustees or such other number as the Trustees may from time to time decide, or
- (b) if at a meeting, as a result of the operation of Article 6 16, the number of Trustees who can count in the quorum is less than the quorum pursuant to Article 6 3(a), the quorum for a decision shall be the number of Trustees

present who can count in the quorum under Article 6 16 provided that there is at least one such Trustee present

- 6 4 Any Trustee may call a meeting of the Trustees by giving reasonable notice of the meeting to the Trustees or by authorising the Secretary (if there is one) to give such notice
- 6 5 A meeting of the Trustees may be held either in person or by suitable Electronic Means agreed by the Trustees in which all participants may communicate with all the other participants
- 6 6 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting
- 6 7 The power to appoint the Chairman (who shall be a natural person) shall be vested in the Founder or Enforcer The Founder or Enforcer may appoint himself to be Chairman provided he is a natural person
- 6 8 Except for the chairman of the meeting, who in the case of an equality of votes has a second or casting vote, every Trustee has one vote on each issue
- 6 9 The Founder or Enforcer, or any other Trustee nominated by him, may demand before or upon the declaration of the result of a vote that the issue be determined instead by the Charity in general meeting Such a request shall be deemed to be a proper request to the Charity to convene a general meeting to this end for the purposes of Article 11 4
- 6 10 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

Decisions without a meeting

- 6 11 Every issue may be determined by a simple majority of the votes cast at a meeting but a Written resolution circulated to all the Trustees who would have been eligible

to vote on the matter at a meeting of the Trustees and approved by a simple majority of them is as valid as a resolution passed at a meeting and for this purpose

- (a) the number of Trustees who approve the resolution must be at least as many as would be required to form a quorum at a meeting of the Trustees; and
- (b) the resolution may be contained in more than one document and will be treated as passed on the date of the last signature

6 12 Without prejudice to Article 6 11, the Trustees may take a decision without a Trustees' meeting in accordance with this Article 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 a simple majority of the Trustees or to which each Trustee has otherwise indicated agreement in Writing

6 13 A decision which is made in accordance with Article 6 12 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

- a) approval from each Trustee must be received by one person being either such person as all the Trustees 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,
- b) following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this Article,
- c) the date of the decision shall be the date of the communication from the Recipient confirming formal approval,
- d) the Recipient must prepare a minute of the decision in accordance with Article 15.2.

Conflicts of interest

6 14 A Trustee must avoid a situation in which he has an interest or duty that conflicts or possibly may conflict with the interests of the Charity. This duty is not infringed if

- (a) the situation cannot reasonably be regarded as likely to give rise to a conflict of interest,
- (b) the situation is authorised by the Trustees in accordance with Article 6 15,
- (c) the situation is authorised by Article 6 17, or
- (d) the situation relates to the purchase of trustee indemnity insurance in accordance with Article 4 22

6 15 If a conflict of interests arises for a Trustee, the unconflicted Trustees may authorise such a conflict of interests provided that

- (a) the procedure in Article 6 16 is followed,
- (b) authorisation will not result in any direct or indirect Material Benefit being conferred on any Trustee or any Person Connected to a Trustee that would not be permitted by Article 8, and
- (c) the unconflicted Trustees consider it is in the best interests of the Charity to authorise the conflict of interest in the circumstances

6 16 Whenever a Trustee has an interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must

- (a) declare his interest before discussion begins on the matter;
- (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information,

- (c) not be counted in the quorum for that part of the meeting;
- (d) withdraw during the vote and have no vote on the matter

6.17 A Trustee, notwithstanding his office, may be a director of any entity within easyGroup or a member of the Conseil d'Administration of the Monaco Foundation and no authorisation under Article 6.15 shall be necessary in respect of any such interest. Articles 6.14 and 6.16 shall not apply to an interest authorised by this Article. The Trustee in question must declare his interest before discussion begins on any relevant matter and may be counted in the quorum and vote for that part of the meeting only if the decision on the matter will not in fact result in a Material Benefit to that Trustee that is not otherwise authorised under these Articles.

Validity of Trustee actions

6.18 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.

7. POWERS OF TRUSTEES

7.12 The Trustees shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the Companies Acts, the Articles or any Special Resolution.

7.13 Without prejudice to Article 7.12, the Trustees may

- (a) appoint (and remove) any individual (who may be a Trustee) to act as Secretary to the Charity,
- (b) appoint a Treasurer and other honorary officers from among their number,

- (c) delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees),
- (d) make regulations consistent with the Articles and the Companies Acts to govern
 - (i) proceedings at general meetings,
 - (ii) proceedings at meetings of Trustees and meetings of committees, and
 - (iii) the administration of the Charity and the use of its seal (if any),
- (e) establish procedures to assist the resolution of disputes within the Charity,
- (f) exercise any powers of the Charity which are not reserved to a general meeting

7 14 If the Trustees shall at any time be or be reduced in number to less than the number prescribed by Article 5 2 it shall be lawful for them to act as Trustees for the purposes summoning a general meeting but not for any other purpose.

8. BENEFITS TO MEMBERS AND TRUSTEES

8.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members of the Charity but

- (a) Members who are not Trustees may be employed by the Charity,
- (b) Members (and Trustees) may be paid interest at a reasonable rate on money lent to the Charity,

- (c) Members (and Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity,
- (d) Members (and Trustees) who are beneficiaries may receive charitable benefits in that capacity

8 2 A Trustee must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Charity except

- (a) as mentioned in Articles 4 22, 8.1(b), 8 1(c), 8 1(d), 8 3, 8 4 or 18,
- (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity,
- (c) without prejudice to Articles 8 3 and 8 4, payment to any company in which a Trustee has no more than a 1% shareholding,
- (d) in exceptional cases, other payments or benefits (but only with the Written approval of the Commission in advance)

8 3 Any Trustee (or any Person Connected to a Trustee whose remuneration might result in a Trustee obtaining a Material Benefit) may enter into a contract with the Charity to supply goods or services in return for a payment or other Material Benefit but only if

- (a) the goods or services are actually required by the Charity,
- (b) any conflict of interests is authorised by the Trustees in accordance with Article 6 15,
- (c) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6 16,

- (d) in any financial year, no more than one half of the Trustees are subject to such a contract (or have a person connected to them who is subject to such a contract)
- 8 4 Without prejudice to Article 8 3, any entity within easyGroup may enter into a contract with the Charity to supply goods or services in return for a payment or other Material Benefit but only if
- (a) the goods or services are actually required by the Charity,
 - (b) the contract is approved by a quorum of unconflicted trustees (including, for the avoidance of doubt, a Trustee authorised to vote under Article 6 17),
 - (c) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6 16 and 6 17, and
 - (d) in any financial year, no more than one half of the Trustees would receive a Material Benefit as a result of such a contract

9. FOUNDER AND ENFORCERS

- 9 1 The Founder shall cease to be Founder on death or on the making of a valid appointment pursuant to Article 9 3
- 9 2 An Enforcer shall cease to be an Enforcer on death if an individual, or dissolution if a body corporate, or in either case on the making of a valid appointment pursuant to Article 9 3
- 9 3 The Founder or an Enforcer may by deed irrevocably appoint any other person to the role of Enforcer and such other person shall become the Enforcer upon the date of the said deed

9 4 The Founder or an Enforcer may by deed revocable whilst he holds such position or by Will nominate a person to become the Enforcer upon his or her nominator ceasing to be the Founder or Enforcer and if the nomination remains unrevoked the nominee shall, thereupon, immediately become the Enforcer For the avoidance of doubt, an irrevocable appointment by deed pursuant to Article 9 3 shall be deemed to revoke immediately any prior revocable nomination

9 5 If the Founder ceases to be Founder or an Enforcer ceases to be an Enforcer without appointing or nominating a successor pursuant to Article 9 3 or 9 4

(a) in circumstances where the most recent Founder or Enforcer was an individual

(i) the new Enforcer shall be selected by a majority decision of the Protector Committee provided always that such decision is made within six Months of the date on which the person most recently holding the position of Founder or Enforcer ceased to hold that position,

(ii) if the Protector Committee do not select a new Enforcer within six Months the new Enforcer shall be selected by resolution of the Trustees,

(iii) the Protector Committee shall *ex officio* be Members until the new Enforcer is selected but shall exercise a vote only in respect of this Article 9,

(b) in circumstances where the most recent Enforcer was a body corporate, the new Enforcer shall be selected by resolution of the Trustees

9 6 The provisions of this Article 9 may only be altered by the unanimous agreement of the Members

10. MEMBERSHIP

10 1 The Charity must maintain a register of Members in accordance with the Companies Acts

10 2 The subscribers shall be the first Members

10 3 Save as provided for by Articles 9 5(a)(iii), 10 2 and 10.4, the Members shall be

- (a) the Founder or Enforcer, and
- (b) subject to termination of Membership pursuant to Article 10 6, the members from time to time of the Conseil d'Administration of the Monaco Foundation and such other persons as are admitted to Membership in accordance with Article 10 4

10 4 If the Monaco Foundation ceases to exist

- (a) the Founder or Enforcer may appoint any person who is willing to act as a Member to be a Member,
- (b) if there is no Founder or Enforcer, the Members shall be the last members of the Conseil d'Administration of the Monaco Foundation before it ceased to exist and any person who is willing to act as a Member may be appointed to be a Member by Ordinary Resolution

10 5 Every person who wishes to be appointed to Membership pursuant to Article 10.4 shall deliver to the Charity an application for Membership in such form as the Trustees require to be executed by him.

10 6 Membership is terminated if the Member concerned

- (a) gives Written notice of resignation to the Charity,
- (b) dies,

(c) not being the Founder or an Enforcer or a Member appointed in accordance with Articles 9 4 or 10 4, ceases to be a member of the Conseil d'Administration of the Monaco Foundation, or

(d) is removed from Membership by the Founder or Enforcer

10 7 Membership of the Charity is not transferable

11. GENERAL MEETINGS

11 1 Members are entitled to attend general meetings personally or by proxy General meetings are called on at least 14 Clear Days' Written notice specifying the business to be discussed

11 2 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least three. The quorum of three must include the Founder or Enforcer (if any)

11 3 The Chairman or (if the Chairman is unable or unwilling to do so) a Member elected by those present presides at a general meeting

11 4 A general meeting may be called at any time by the Trustees

11 5 A general meeting may be called on a Written request to the Trustees from at least 5% of the Members

11 6 On receipt of a Written request made pursuant to Article 11 5, the Trustees must call a general meeting within 21 days and the general meeting must be held not more than 28 days after the date of the notice calling the general meeting

12. APPOINTMENT OF PROXIES

12 1 Proxies may only be validly appointed by a notice In Writing which

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- (a) states the name and address of the Member appointing the proxy,
 - (b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed,
 - (c) is signed by the Member appointing the proxy or is authenticated in such manner as the Trustees may determine,
 - (d) is delivered to the Charity in accordance with Article 16 4,
 - (e) is received by the Charity at least 24 hours before the meeting to which it relates
- 12 2 The Charity may require proxy notices to be delivered in a particular form and may specify different forms for different purposes
- 12 3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions
- 12 4 Unless a proxy notice indicates otherwise, it should be treated as
- (a) allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting;
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as to the meeting itself
- 12 5 An appointment under a proxy notice may be revoked by delivering to the Charity, in accordance with Article 16 4, a notice given by or on behalf of the Member who gave the proxy notice, but such revocation will only take effect if the Charity receives it before the start of the meeting to which it relates

13. VOTING AT GENERAL MEETINGS

- 13.1 A resolution at a general meeting shall be decided by a show of hands, unless a poll is demanded
- 13.2 Except where otherwise provided by the Companies Acts, every issue is decided by a majority of the votes cast.
- 13.3 Subject to Articles 9.4, 13.4 and 13.5, every Member present in person or by proxy has one vote on each issue
- 13.4 The Founder or Enforcer or his proxy shall be entitled to cast three votes for every other Member in office and entitled to vote on the relevant resolution
- 13.5 A person who has been appointed as proxy for more than one Member has only one vote on a show of hands, save that the voting rights of any proxy appointed by the Founder or Enforcer shall be the same as those of the Founder or Enforcer
- 13.6 A poll on a resolution may be demanded
- (a) in advance of the general meeting where it is to be put to the vote, or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared
- 13.7 A poll may be demanded by
- (a) the chairman of the meeting,
 - (b) any Trustee,
 - (c) two or more persons having the right to vote on the resolution, or

- (d) a person representing at least 10% of the total voting rights of all the Members present at the meeting and having the right to vote on the resolution

13 8 A demand for a poll may be withdrawn if the poll has not yet been taken and the chairman of the meeting consents to the withdrawal

13 9 Polls must be taken immediately and in such manner as the chairman of the meeting directs

14. WRITTEN RESOLUTIONS

14 1 Subject to Article 14 7, any resolution that may be passed validly at a general meeting of the Charity may be passed as a written resolution

14 2 A written resolution may be proposed by the Trustees or by 5% or more of the Members (on written request to the Trustees)

14 3 The Trustees must circulate any proposed written resolution to all Members, together with

- (a) any accompanying statement,

- (b) guidance on how to signify agreement to the resolution; and

- (c) the date by which the resolution must be passed if it is not to lapse

14.4 A Member signifies agreement to a proposed written resolution when the Charity receives from him an Authenticated Document (whether in hard copy or Electronic Form) identifying the resolution to which it relates and his agreement to it

14 5 Subject to Article 14 6, a written resolution is passed when

- (a) in the case of an Ordinary Resolution, a simple majority of all the Members have signified their agreement to it, and
- (b) in the case of a Special Resolution, at least 75% of all the Members have signified their agreement to it,

(in either case subject to the voting rights of the Founder or Enforcer as provided for by Article 13.4)

14 6 A proposed written resolution lapses if it is not passed before the end of 28 days beginning on the first day on which it was circulated

14 7 The following may not be passed as a written resolution

- (a) a resolution to remove a Trustee before his period of office expires, and
- (b) a resolution to remove an auditor before his period of office expires

15. RECORDS & ACCOUNTS

15 1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Acts as to the keeping of statutory books, financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of

- (a) annual reports,
- (b) annual returns, and
- (c) annual statements of account

15 2 The Trustees must keep proper records of

- (a) all resolutions of Members passed otherwise than at a general meeting,

- (b) all proceedings at general meetings,
- (c) all decisions of the Trustees (whether taken at a meeting or otherwise),
- (d) all reports of committees, and
- (e) all professional advice obtained

15 3 The records referred to in Articles (a), (b) and (c) must be kept for 10 Years from the date of the resolution, general meeting or Trustees' meeting, as relevant

15 4 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide

15.5 A copy of the Charity's latest available statement of account or annual report must be supplied on request to any Trustee or Member, free of charge A copy of either document must also be supplied within two Months to any other person who makes a Written request for it and pays the Charity's reasonable costs

16. COMMUNICATION WITH MEMBERS

16 1 The Charity may validly send or supply any document (including any notice) or information to a Member

- (a) by delivering it by hand to the address recorded for the Member in the register of Members,
- (b) by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the Member in the register of Members,
- (c) by fax to a fax number notified by the Member In Writing,

- (d) by electronic mail to an email address notified by the Member In Writing;
or
- (e) by means of a website the address of which has been notified to the Member In Writing;

in accordance with the provisions of the Companies Acts

16 2 Any notice given in accordance with these Articles is to be treated for all purposes as having been received

- (a) 24 hours after being sent by electronic mail or fax or delivered by hand to the relevant address,
- (b) two Clear Days after being sent by first class post to the relevant address,
- (c) three Clear Days after being sent by second class or overseas post to the relevant address,
- (d) on the date on which the notice was posted on a website (or, if later, the date on which the Member was notified of the posting on the website),
- (e) on being handed to the Member personally, or if earlier
- (f) as soon as the Member acknowledges actual receipt.

16 3 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

16 4 Members may validly send any notice or document to the Charity

- (a) by post to
 - (i) the Charity's registered office, or

- (ii) any other address specified by the Charity for such purposes,
- (b) to any fax number or email address provided by the Charity for such purposes

17. GUARANTEE

17 1 The liability of Members is limited

17 2 Every Member promises, if the Charity is dissolved while he remains a Member or within 12 Months afterwards, to pay up to one pound towards the costs of dissolution and the liabilities incurred by the Charity while he was a Member.

18. INDEMNITY

The Charity shall indemnify every Trustee in respect of any liabilities Properly Incurred in running the Charity to the extent permitted by the Companies Acts

19. WINDING UP

19 1 Any decision of the Trustees or Members to institute a process that would lead to the dissolution, merger or amalgamation of the Charity requires the consent of the Founder or Enforcer (unless the Charity has become insolvent) The provisions of this Article 19 1 may only be altered by the unanimous agreement of the Members

19 2 The Charity may at any time before, and in expectation of, its dissolution resolve that any assets remaining after provision has been made for all its liabilities be applied in one or more of the following ways

- (a) by transfer to one or more other bodies established for exclusively charitable purposes within objects that are the same as or similar to the Objects,
- (b) directly for the Objects or charitable purposes within objects that are the same as or similar to the Objects,
- (c) in such other manner consistent with charitable status as the Commission approves In Writing in advance

19 3 A final report and statement of account must be sent to the Commission

20. INTERPRETATION

20 1 In the Articles

Articles	means these articles of association,
Authenticated Document	means a document sent (a) by hard copy that is signed by the person sending it, or (b) electronically in which the identity of the sender is confirmed in a manner specified by the Charity (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement),
Chairman	means the chairman of the Trustees,
Charities Acts	means the Charities Acts 1992 to 2006,
Charity	means the company governed by the Articles;

Charity Trustee	has the meaning prescribed by section 97(1) of the Charities Act 1993,
Clear Days	means the period excluding the day when the notice is deemed to be given and the day for which it is given or on which it is to take effect;
Commission	means the Charity Commission for England and Wales,
Companies Acts	means the Companies Acts 1985 to 2006,
easyGroup	means easyGroup Holdings Limited (a company incorporated in Cayman with a branch office in Monaco) and any subsidiary of that company as defined in section 1159 of the Companies Act 2006 including, without limitation, easyGroup IP Licensing Ltd (a company registered in England with company number 4060333),
Electronic Form and Electronic Means	have the meanings respectively given to them in Section 1168 of the Companies Act 2006,
Enforcer	means the person appointed as Enforcer for the time being pursuant to Article 9,
Financial Expert	means a person who is reasonably believed by the Trustees to be qualified to give the relevant advice and/or provide the relevant services by his ability in and practical experience of financial and other matters relating to the investment,
Founder	means Sir Stelios Haji-Ioannou,

Material Benefit	means a benefit which may or may not be financial but which has a monetary value;
Member and Membership	refer to membership of the Charity,
Monaco Foundation	means the Fondation Philanthropique Stelios established in Monaco,
Month	means calendar month;
Objects	means the objects of the Charity set out in Article 3;
Ordinary Resolution	means a resolution of the Members that is passed by a simple majority,
Person Connected To A Trustee	means (a) a child, parent, grandchild, grandparent, brother or sister of a Trustee, (b) the spouse or civil partner of a Trustee or anyone falling within paragraph (a), (c) a person carrying on business in partnership with a Trustee or with any person falling within paragraph (a) or (b), (d) an institution which is controlled by a Trustee or by any person falling within paragraphs (a) (b) or (c) (or which is controlled by any two or more such persons when taken together), (e) a body corporate in which a Trustee or any person within paragraphs (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest),

Properly Incurred	means incurred otherwise than in connection with any negligence, default, breach of duty or breach of trust in relation to the Charity,
Protector Committee	means the Protector Committee of a trust under Cayman law established on 16 September 2006 and known as the Stelios Trust,
Secretary	means the Secretary of the Charity (if any),
Special Resolution	means a resolution of the Members that is passed by a majority of 75% or more votes of the Members,
Taxable Trading	means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, and the profits of which are liable to tax,
Trustee	means a director of the Charity and Trustees means all of the directors,
Written or In Writing	refers to a legible document on paper or a document which can be printed onto paper including a fax message or electronic mail,
Year	means calendar year

- 20 2 Except where the context requires otherwise, expressions defined in the Companies Acts have the same meaning in the Articles
- 20 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

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- 20.4 References to one gender shall include any other gender
- 20.5 Articles 3, 4, 22, 8 and 19 must not be changed without the prior Written authorisation of the Commission
- 20.6 The model articles in Schedule 2 of the Companies (Model Articles) Regulations 2008 do not apply to the Charity