#### MADE BETWEEN:

The Trustees of Farringdon Village Hall (charity number 301824) (the "Charity") being:

- SALLY JANE OAKLEY of 1Lilian Place Gosport Road Farringdon GU34 3DH;
- (2) CAROLYN RACHEL HORTON of The Thatched Cottage Church Road Farringdon GU34 3EG;
- (3) MR DAVID WILLIAM HORTON of The Thatched Cottage Church Road Farringdon GU34 3EG;
- (4) ELISABETH ANNE CHARRINGTON of The Croft The Street Farringdon GU34 3DT;
- (5) PHYLLISA BARBARA WATTS of Berry Cottage Church Road Farringdon GU34 3EG
- (6) MICHAEL FINDLAY of 1 Shirnall Meadow Farringdon GU34 3EY

#### WITNESSES AS FOLLOWS:

## BACKGROUND

- (A) This Deed is supplemental to the Declaration of Trust dated 23 March 1960 (hereinafter call the "Principal Deed"), as amended by Order of the Charity Commissioners for England and Wales made under s26 Charities Act 1993 on 7 April 2006 (sealing number W205/06 and case no: 542770 07/04/06) whereby the Trustees of the Charity were given a power of amendment (hereinafter call the "Order").
- (B) The Trustees of the Charity subsequently adopted certain administrative provisions at a meeting held on 29<sup>th</sup> November 2006 (the "Administrative Provisions") which, inter alia, permitted members to elect the Charity's trustees.
- (C) The Trustees of the Charity now wish to amend the Principal Deed and the Administrative Provisions in accordance with this Deed.
- (D) In accordance with the Principal Deed, the Order and the Administrative Provisions the Trustees have called a general meeting of the members to be held on 25<sup>th</sup> April 2012 to:
  - appoint Farringdon Parish Council as sole corporate trustee of the Charity;
     and
  - (b) to adopt the new administrative provisions attached to this Deed as schedule 1 (the "New Administrative Provisions").
- (E) In accordance with the Principal Deed, the Order and the Administrative Provisions the Trustees have sought and obtained the consent of:
  - (a) Farringdon Parish Council, Farringdon Parochial Church Council and Farringdon Women's Institute; and

(b) the Charity Commission,

consenting to the removal of the members rights to elect the Charity's trutsees in the event the New Administrative Provisions are adopted.

- (F) In accordance with the Principal Deed, the Order, the Administrative Provisions and by way of a general meeting of the members to be held on 25<sup>th</sup> April 2012, the Trustees will seek consent of the members of the Charity to:
  - appoint Farringdon Parish Council as sole corporate trustee of the Charity;
     and
  - (b) the removal of their rights to elect trustees at general meetings; and
  - (c) to adopt the New Administrative Provisions.
- (G) The definitions in the Principal Deed and the Administrative Provisions apply to this Deed.

## Variation of the Principal Deed

- 1.1 In accordance with the Principal Deed, the Order and the Administrative Provisions the Trustees hereby declare that, conditional upon the passing of a special resolution at a meeting of members to be held on or around 25<sup>th</sup> April 2012 (or at any adjournment thereof), a copy of which is attached as schedule 2 hereto, the variations as set out in this Deed shall be made to the Principal Deed and to the Administrative Provisions as follows:
  - 1.1.1 clause 3(3) of the First Schedule of the Principal Deed shall be deleted;
  - 1.1.2 the Second Schedule of the Principal Deed shall be deleted in its entirety;
  - 1.1.3 the Administrative Provisions shall be deleted and replaced in their entirety by the New Administrative Provisions attached hereto as schedule 1.

#### 2. Effect of Deed

- 2.1 In the event the meeting of members of the Charity passes the resolution substantially in the form attached as schedule 2, then with effect from the end of that meeting:
  - 2.1.1 the New Administrative Provisions shall be adopted in place of the Administrative Provisions;
  - 2.1.2 the Farringdon Parish Council, having consented so to act, shall be appointed as the trustee of the Charity; and
  - 2.1.3 all other trustees shall cease to be trustees.
- 2.2 A certificate signed by the Chair of the Farringdon Parish Council in its capacity as Trustee of the Charity, shall be conclusive evidence of the passing of the resolution, the adoption of the New Administrative Provisions and the appointment of Farringdon Parish Council as sole Trustee of the Charity.

#### Schedules

- 3.1 The New Administrative Provisions are attached at schedule 1 to this Deed.
- 3.2 The resolution of members of the Charity is attached as schedule 2 to this Deed.

## FARRINGDON VILLAGE HALL

#### ADMINISTRATIVE PROVISIONS

These provisions are supplemental to and should be read in conjunction with the Declaration of Trust dated 23<sup>d</sup> March 1960 ('the Declaration of Trust') but save for clauses 1 and 2 of the First Schedule of the Declaration of Trust these provisions shall apply from the date that they are adopted.

For the avoidance of doubt the remaining provisions of the First Schedule of the Declaration of Trust shall cease to have effect.

#### BACKGROUND

Under the Administrative Provisions adopted at a meeting held on 29th November 2006 (the "Former Administrative Provisions") the members of the charity had the right to elect the Trustees of the Charity.

During 2012 it became apparent that there were insufficient people prepared to stand as Trustees. The Farringdon Parish Council has agreed to stand as sole corporate trustee of the Charity. As such the members have no direct role to play in the future administration of the Charity except in relation to a dissolution of the charity. The sole Trustee however wishes to ensure that members of the Charity still have a consultative role.

#### PART I

## I. Adoption of the Administrative Provisions

The charity and its property will be administered and managed in accordance with the provisions of Parts I and II of these provisions

# The Name

The charity name is Farringdon Village Hall (and in this document it is called 'the Charity')

## The Objects

The objects of the charity are as set out in clause 1 of the Declaration of Trust dated the 23rd March 1960 and these are:

'to provide a Village Hall for the use of the inhabitants of Farringdon and the neighbourhood (hereinafter called the 'Area of Benefits') without distinction of sex or of political religious or other opinions and in particular for use for meetings lectures and classes and or other forms of recreation and leisure-time occupation with the object of improving the conditions of life for the said inhabitants'

## 4. Application of the Income and Property

4.1 The income and property of the Charity shall be applied solely towards the

forms of recreation and leisure-time occupation with the object of improving the conditions of life for the said inhabitants'

- 4. Application of the Income and Property
  - 4.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects
  - 4.2 Subject to paragraphs 4.2.1-4.2.3 of this clause, no Trustee may receive remuneration for any service provided to the Charity and no Trustee may acquire any interest in property belonging to the Charity or be interested in any contract entered into by the Trustees otherwise than as a Trustee of the Charity unless expressly authorised in writing in advance by the Commission to do so.
    - 4.2.1 A Trustee may pay out of, or be reimbursed from, the property of the Charity reasonable expenses properly incurred by him or her when acting on behalf of the Charity.
    - 4.2.2 Any Trustee who is a solicitor, accountant or engaged in any profession may charge and be paid all the usual professional charges for business done by him or her or his or her firm, when instructed by the other Trustees to act in a professional capacity on behalf of the Charity. However, at no time may a majority of the Trustees benefit under this provision and a Trustee must withdraw from any meeting of the Trustees at which his or her own instruction or remuneration or performance, or that of his or her firm, is under discussion.
    - 4.2.3 The purchase of indemnity insurance for the Trustees against any liability that by virtue of any rule of law would otherwise attach to a Trustee or other officer in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Charity but excluding:
      - (i) fines;
      - (ii) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Trustee or other officer;
      - (iii) liabilities to the Charity that result from conduct that the Trustee or other officer knew or ought to have known was not in the best interests of the Charity or in respect of;
      - (iv) which the person concerned did not care whether that conduct was in the best interests of the Charity or not.
  - 4.3 No Trustee may be paid or receive any other benefit for being a Trustee
  - 4.4 In cases covered by sub-clause 4.2 of this clause, those Trustees who do not stand to receive the proposed benefit must be satisfied that it is in the interests of the Charity

to contract with or employ that Trustee rather than with someone who is not a Trustee and they must record the reason for their decision in the minutes. In reaching that decision the Trustees must balance the advantage of contracting with or employing a Trustee against the disadvantage of doing so (especially the loss of the Trustee's services as a result of dealing with the Trustee's conflict of interest)

- 4.5 If the Trustees fail to follow this procedure, the resolution to confer a benefit upon the Trustee will be void and the Trustee must repay to the Charity the value of any benefit received by the Trustee from the Charity
- 4.6 A Trustee must absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest) and take no part in the voting upon the matter
- 4.7 In this Clause 4, 'Trustee' shall include any person firm or company associated with the Trustee

#### Dissolution

- 5.1 If the members resolve to dissolve the Charity the Trustee will remain in office as charity trustee and be responsible for winding up the affairs of the Charity in accordance with this clause. The Trustee may also resolve to dissolve the Charity.
- 5.2 The Trustee must collect in all the assets of the Charity and must pay or make provision for all the liabilities of the Charity
- 5.3 The Trustee must apply any remaining property or money:
- 5.3.1 directly toward the Objects
- 5.3.2 by transfer to any charity or charities for purposes the same or similar to the Charity
- 5.3.3 in such other manner as the Charity Commission for England and Wales,
  - (the 'Commission') may approve in writing in advance
- 5.4 The members may pass a resolution before or at the same time as the resolution to dissolve the Charity specifying the manner in which the Trustees are to apply the remaining property or assets of the Charity and the Trustees must comply with the resolution if it is consistent with paragraphs 5.3.1-5.3.3 above. If the Trustee resolves to dissolve the Charity it may but need not call a special meeting of the members seeking the members views as to the application of any remaining property or assets.
- 5.5 In no circumstances shall the net assets of the Charity be paid or distributed among the members of the Charity (except to a member that is itself a charity)
- 5.6 The Trustee must notify the Commission promptly that the Charity has been

dissolved. If the Trustees are obliged to send the Charity's accounts to the Commission for the accounting period before its dissolution, they must send to the Commission the Charity's final accounts

#### PART II

# 6. Membership

6.1 A member ('member') is any person who lives in the Area of Benefits

# General meetings

- 7.1 The Charity may, but need not, hold a general meeting each year.
- 7.2 All general meetings other than annual general meetings shall be called special general meetings
- 7.3 The Trustee may call a special general meeting at any time
- 7.4 The Trustee must call a special general meeting if requested to do so in writing by at least ten members or one tenth of the membership, whichever is greater. The request must state the nature of the business that is to be discussed. If the Trustees fail to hold the meeting within twenty-one days of the request, the members may proceed to call a special general meeting but in doing so they must comply with the provisions of these provisions

## 8. Notice

- 8.1 The minimum period of notice required to hold any general meeting of the Charity is fourteen clear days from the date on which the notice is deemed to have been given
- 8.2 A general meeting may be called by shorter notice, if it is so agreed by all the members entitled to attend and vote.
- 8.3 The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so.
- 8.4 The notice must be given to all the members and to the Trustees and this requirement will be fulfilled by notices being posted on the three Parish Notice Boards in the village of Farringdon

## 9. Quorum

- 9.1 No business shall be transacted at any general meeting unless a quorum is present.
- 9.2 A quorum is 10 members entitled to vote upon the business to be conducted at the meeting.

- 9.3.1 a quorum is not present within half an hour from the time appointed for the meeting; or
- 9.3.2 during a meeting a quorum ceases to be present,

the meeting shall be adjourned to such time and place as the Trustee shall determine

- 9.3.3 The Trustees must reconvene the meeting and must give at least seven clear days notice of the reconvened meeting stating the date, time and place of the meeting
- 9.3.4 If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the members present at that time shall constitute the quorum for that meeting

## 10. Chair

- 10.1 General meetings shall be chaired by Chair of the Farringdon Parish Council.
- 10.2 If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting another member of the Committee of the Farringdon Parish Council shall chair the meeting.
- 10.3 If no member of the Committee of the Farringdon Parish Council is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the members present and entitled to vote must choose one of their number to chair the meeting

# 11. Adjournments

- 11.1 The members present at a meeting may resolve that the meeting shall be adjourned.
- 11.2 The person who is chairing the meeting must decide the date time and place at which the meeting is to be reconvened unless those details are specified in the resolution.
- 11.3 No business shall be conducted at an adjourned meeting unless it could properly have been conducted at the meeting had the adjournment not taken place
- 11.4 If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date time and place of the meeting.

#### 12. Votes

12.1 Each member who shall be over the age of eighteen years at the date of any meeting at which a vote is required shall have one vote but if there is an equality of votes the person who is chairing the meeting shall have a casting vote in addition to any other vote he or she may have.

- 12.2 A resolution in writing signed by each member who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective. It may comprise several copies each signed by or on behalf of one or more members.
- 12.3 Any resolution proposed or passed by the members shall be consultative only and shall not bind the Trustee.

# 13. Officers and Trustees

- 13.1 The Charity and its property shall be managed and administered by the Farringdon Parish Council as the sole Trustee in accordance with these provisions and in these provisions is referred to as 'the Trustee'.
- 13.2 No one may be appointed a Trustee if he or she would be disqualified from acting under the provisions of clause 16 hereof

# 14. The Appointment of Trustee

- 14.1 The Farringdon Parish Council shall be sole trustee of the Charity.
- 14.2 In the event that the members pass a resolution at a General Meeting of the Charity to the effect that the members are of the view that there sufficient members willing and able to stand as trustees of the Charity the Trustee shall consult in good faith with the members as to the practicality and desirability of such arrangements.
- 14.3 The Trustee may, but need not, consider amending the terms of the Declaration of Trust and/or these administrative provisions to give effect to any decision reached following such consultation.

## 15. Powers of Trustees

- 15.1 The Trustee must manage the business of the Charity and they have the following powers in order to further the Objects (but not for any other purpose):
  - 15.1.1 to raise funds. In doing so, the Trustee must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;
  - 15.1.2 to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
  - 15.1.3 to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity. In exercising this power, The Trustees must comply as appropriate with sections 117 and 121 of the Charities Act 2011;
  - 15.1.4 to borrow money and to charge the whole or any part of the property belonging to the Charity as security for the repayment of money borrowed. The Trustees must comply as appropriate with sections 124 of the Charities Act 2011 if they intend to mortgage land;

- 15.1.5 to co-operate with other charities, voluntary and statutory authorities and to exchange information and advice with them;
- 15.1.6 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
- 15.1.7 to acquire, merge with or enter into any partnership or joint venture arrangement with any charity formed for any of the Objects or for the object of preserving Massey's Folly;
- 15.1.8 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- 15.1.9 to obtain and pay for such goods and services as are necessary for carrying out the work of the Charity;
- 15.1.10 to open and operate such bank and other accounts as the Trustee considers necessary and to invest funds and to delegate the management of the funds in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- 15.1.11 to do all such other lawful things as are necessary for the achievement of the Objects.
- 15.2 No alteration of these provisions or any special resolution shall have retrospective effect to invalidate any prior act of the Trustee.
- 15.3 The Trustee may exercise all the powers exercisable by charity trustees under these provisions.

# 16. Disqualification and Removal of Trustees

A Trustee shall cease to hold office if it:

- 16.1 is disqualified from acting as a Trustee by virtue of sections 178 -192 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision); or
- 16.2 resigns as a Trustee by notice to the Charity,

but only if at least one corporate trustee or three individual Trustees will remain in office when the notice of resignation is to take effect.

# 17. Business of Trustees

- 17.1 The Trustee may regulate their proceedings as they think fit, subject to these provisions
- 17.2 A quorum shall be the Farringdon Parish Council alone.
- 17.3 A resolution in writing signed by the Trustee shall be as valid and effectual as if it had

been passed at a meeting of the Trustee or (as the case may be) a committee of the

# 18. Delegation

- 18.1 The Trustees may delegate any of their powers or functions to a committee of people, including at least two persons who are members of the Farringdon Parish Council, but the terms of any such delegation must be recorded in the minute book
- 18.2. The Trustees may impose conditions when delegating, including the conditions that:
  - 18.2.1 the relevant powers are to be exercised exclusively by the committee to whom they delegate;
  - 18.2.2 no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustee;
  - 18.2.3 the Trustee may revoke or alter a delegation;
  - 18.2.4 all acts and proceedings of any committees must be fully and promptly reported to the Trustee.

# 19. Irregularities in Proceedings

- 19.1 Subject to sub-clause 2 of this sub-clause, all acts done by the Trustee, or of a committee, shall be valid notwithstanding the participation in any vote of the Trustee:
  - 19.1.1 who was disqualified from holding office;
  - 19.1.2 who had previously retired or who had been obliged by the these provisions to vacate the office;
  - 19.1.3 who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise.
- 19.2 Sub-clause 1 of this clause does not permit the Trustee to keep any benefit that may be conferred upon it by a resolution of the Trustee or of a committee of the Trustee if the resolution would otherwise have been void.
- 19.3 No resolution or act of
  - 19.3.1 the Trustee
  - 19.3.2 any committee of the Trustee
  - 19.3.3 the Charity in general meeting

shall be invalidated by reason of the failure to give notice to any Trustee or member or by reason of any procedural defect in the meeting unless it is shown that the failure or defect has materially prejudiced a member or the beneficiaries of the Charity

#### Minutes

The Trustee must keep minutes of all:

- 20.1 appointments made by the Trustees,
- 20.2 proceedings at meetings of the Charity,
- 20.3 meetings of the Trustees and committees of Trustees including:
  - 20.3.1 the decisions made at the meetings; and
  - 20.3.2 where appropriate the reasons for the decisions

# 21. Annual Report and Return and Accounts

- 21.1 The Trustees must comply with their obligations under the Charities Act 2011 with regard to:
  - 21.1.1 the keeping of accounting records for the Charity;
  - 21.1.2 the preparation of annual statements of account for the Charity;
  - 21.1.3 the transmission of the statements of account to the Commission:
  - 21.1.4 the preparation of an annual report and its transmission to the Commission; and
  - 21.1.5 the preparation of an annual return and its transmission to the Commission
- 21.2 Accounts must be prepared in accordance with the provisions of any accounting practice or regulation applicable to the Trustee or the Charity.

# 22. Registered particulars

The Trustees must notify the Commission promptly of any changes to the Charity's entry on the Register of Charities

# 23. Property

- 23.1 The Trustees must ensure the title to:
  - 23.1.1 all land held by or in trust for the Charity that is not vested in the Official Custodian of Charities and
  - 23.1.2 all investments held by or on behalf of the Charity,

is vested either in a corporation entitled to act as custodian trustee or in not less than three individuals appointed by them as holding trustees.

- 23.2 The terms of the appointment of any holding trustees must provide that they may act only in accordance with the lawful directions of the Trustee and that if they do so they will not be liable for the acts and defaults of the Trustee or of the members of the Charity.
- 23.3 The Trustee may remove the holding trustees at any time.

## 24. Repair and insurance

The Trustee must keep in repair and insure to their full value against fire and other usual risks all the buildings of the Charity (except those buildings that are required to be kept in repair and insured by a tenant). They must also insure suitably in respect of public liability and employer's liability.

# 25. Notices

- 25.1 Any notice required by these provisions to be given to or by any person must be:
  - 25.1.1 in writing, or
  - 25.1.2 given using electronic communications
- 25.2 Notice may be given to a member either:
  - 25.2.1 personally, or
  - 25.2.2 by sending it by post in a prepaid envelope addressed to the member at his or her address, or
  - 25.2.3 by leaving it at the address of the member, or
  - 25.2.4 by giving it using electronic communications to the member's address
- 25.3 A member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity.
- 25.4 A member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called.

25.5

- 25.5.1 Proof that an envelope containing a notice was properly addressed, prepaid and posted, or placed on an appropriate notice board, shall be conclusive evidence that the notice was given.
- 25.5.2 Proof that a notice contained in an electronic communication was properly addressed and sent shall be conclusive evidence that the notice was given.
- 25.5.3 A notice shall be deemed to be given 48 hours after the envelope containing it was posted or, in the case of an electronic communication, 48 hours after it was sent or 48 hours after it was placed on the notice board.

#### 26. Rules

- 26.1 The Trustee may, from time to time make rules or bye-laws for the conduct of their business.
- 26.2 The bye-laws may regulate the following matters but are not restricted to them:
  - 26.2.1 entrance fees, subscriptions and other fees or payments to be made by the members:
  - 26.2.2 the conduct of members of the Charity in relation to one another and to the Charity's employees and volunteers;
  - 26.2.3 the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times for any particular purpose or purposes;
  - 26.2.4 the procedure at general meetings and meetings of the Trustee in so far as such procedure is not regulated by these provisions;
  - 26.2.5 the keeping and authenticating of records. (If regulations made under this clause permit records of the Charity to be kept in electronic form and require a Trustee to sign the record, the regulations must specify a method of recording the signature that enables it to be properly authenticated.)
  - 26.2.6 generally, all such matters as are commonly the subject matter of the rules of an unincorporated association.
- 26.3 The Charity in general meeting has the power to alter, add to or repeal the rules or byelaws.
- 26.4 The Trustees must adopt such means as they think sufficient to bring the rules and byelaws to the notice of members of the Charity.
- 26.5 The rules or bye-laws shall be binding on all members of the Charity. No rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in, these provisions.

#### Schedule 2

# Resolution of members of the Charity to be held on or around 25<sup>th</sup> April 2012 (or at any adjournment thereof)

The members of the Charity resolve as follows:

- 1 the New Administrative Provisions shall be adopted in place of the Administrative Provisions; and
- 2 the Farringdon Parish Council, having consented so to act, shall be appointed as the trustee of the Charity; and
- 3 all other trustees of the Charity shall cease to be trustees of the Charity.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SIGNED as a Deed by	1
Sally Jane Oakley	
in the presence of:	

Witness' signature:

Witness' name:

Witness' address:

Witness' occupation:

( Sally takey

Nichards John NEWERS

5, ULIAN RACE,

GOSPORT ROAD,

FARRIMODON, ALTON HANTS, COUZY SDM.

ELECTRICIAN

SIGNED as a Deed by Carolyn Rachel Horton in the presence of:

Witness' signature:

Witness' name:

Witness' address:

FLEW JAMA CATH

Zovoly. Hate

67 MEDSTEXO NOXO, BEECH

ALTON, HANTS, GUBL LATE

Witness' occupation:

CONTULTANT.

LIO 0	
SIGNED as a Deed by David William Horton in the presence of:	
Witness' signature:	
Witness' name: HELEN JAMA LATH	
Witness' address: 67 MED STEAD ROAD  BEECH  ALTON  HANTS GUZLUAF	
Witness' occupation: KONSULTANT	
SIGNED as a Deed by Elisabeth Anne Charrington in the presence of:    Exchargetor	
Witness' signature: 7.5. Charmets.	
Witness' name: TIMOTHY-S. CHARRINGTON.	
Witness' address: THE CROFT.  FARRINGSST  ALTON HATT. S.	
Witness' occupation: Aleune P. Lot. RET. RET.	
SIGNED as a Deed by Phyllisa Barbara Watts in the presence of:	
Witness' signature: The Wolfs	
Witness' name: STEPHEN REGINALD FREDERICK WATT	2.
Witness' address: BERRY COTTAGE,	
FARRING DON, ALTON, HANTS	
Witness' occupation:  TREE SURGEON - ARBORICULTUR	IST.

SIGNED as a Deed by Michael Findlay in the presence of:

Witness' name:

HECEN JAMAZATH

Witness' address: 67 MEDSTEAD ROAD, BEECHT

ALTON, HANTE.

Witness' occupation: ConsuLTANT.