

DATED 5th December 1985

Rev. R.B. PELLY

- and -

ALFRED EDWARD HILL
Rev. RAYMOND BLAKE PELLY
Rev. MICHAEL HANDLEY

TRUST DEED

- relating to -

"Cathy Pelly Memorial Trust"

BURGES SALMON
SOLICITORS
NARROW QUAY HOUSE, PRINCE STREET, BRISTOL. BS1 4AH

46405

THIS TRUST DEED is made the 5th day of December One thousand nine hundred and eighty five BETWEEN THE REVEREND RAYMOND BLAKE PELLY of The College of St. John the Evangelist 202 St. John's Road Auckland New Zealand (hereinafter called "the Settlor") of the one part ALFRED HILL of 15 Pembroke Road Clifton Bristol THE SETTLOR and THE MICHAEL HANDLEY of 40 Heigham Road Norwich NR2 3AN (hereinafter called "the Trustees" which expression shall where the context so admits include the trustee or trustees for the time being hereof) of the part



WHEREAS:-

- (A) The Settlor wishes to establish a fund to be held upon trust for charitable purposes and has accordingly on or before the date hereof transferred or caused to be transferred to the Trustees the cash sum specified in the Schedule hereto to be held upon the trusts hereof
- (B) It is apprehended that the Settlor or other persons may hereafter pay or transfer or cause to be paid or transferred to the Trustees further money and investments or other property to be held upon the trusts and with and subject to the powers and provisions hereinafter contained

NOW THIS DEED WITNESSETH as follows:-

1. THE charity which is hereby established shall be known as the "Cathy Pelly Memorial Trust" but is hereinafter in this Deed for brevity called "the Charity"

2. IN this Deed whenever the context so admits the following expressions shall have the following meanings:-

(a) "the Trust Fund" means:-

(1) the cash sum specified in the Schedule hereto

- (ii) all assets hereafter paid or transferred to or in the control of and accepted by the Trustees as additions to the Trust Fund and
- (iii) the assets from time to time representing the said assets specified in the Schedule hereto and the said additions or any part or parts thereof respectively
- (b) "charitable" means charitable according to the law of England
- (c) "Charitable Purposes" means such purposes as shall for the time being be exclusively charitable purposes
- (d) "Charitable Institution" means any institution (which includes any trust or undertaking) whether corporate or not which is established for Charitable Purposes only and "Charitable Institutions" bears a corresponding meaning

3. THE Trustees shall stand possessed of the Trust Fund UPON TRUST at their discretion either to retain the same in its existing form of investment or to sell the same or any part or parts thereof and to hold the proceeds of any such sale and any other capital moneys from time to time comprised in the Trust Fund UPON TRUST either to apply the same or any part or parts thereof in accordance with the charitable trust hereinafter contained or to invest the same in any manner hereby authorised with power at any time and from time to time to sell any investments so made either for the purpose of varying such investments or for the purpose of applying the proceeds of such sale or any part or parts thereof in accordance with the said charitable trust

4. SUBJECT as aforesaid the Trustees shall stand possessed of the Trust Fund and the income thereof UPON TRUST to pay or apply the same to or for the benefit of such one or more Charitable Institutions or for such Charitable Purposes as the Trustees shall in their absolute discretion from time to time think fit PROVIDED ALWAYS that the Trustees may during

the period of Twenty one years from the date hereof accumulate the whole or such part (if any) of the income of the Trust Fund as the Trustees may in their absolute discretion from time to time determine by investing the same and the resulting income thereof in any of the investments hereby authorised AND any income so accumulated shall be held for all purposes as part of the Trust Fund but so that the Trustees may nonetheless at any time (whether before or after the expiration of the said period) apply any such accumulations as if they were income arising in the then current year AND for the purpose of giving effect to the charitable trust hereinbefore declared the Trustees may at any time and from time to time by any deed or deeds revocable or irrevocable appoint that the Trust Fund or any part or share thereof and the income thereof shall thenceforth be held on such particular exclusively charitable trusts and with and subject to such powers and provisions (whether or not similar to those contained herein) for the purpose of giving effect to such particular charitable trusts as the Trustees shall in the deed or deeds effecting such appointment provide

PROVIDED ALWAYS that no such appointment shall authorise the payment or application of any part of the Trust Fund or the income thereof to or for any object or purpose which is not an exclusively charitable object or purpose

5. SO far as consistent with and for the purpose of giving effect to and administering the charitable trust hereinbefore contained (but not further or otherwise) the Trustees shall have and in the Trustees' discretion may exercise the following powers in addition to any statutory or other powers conferred by law:-

- (a) Power to invest or lay out trust moneys in the purchase of or at interest upon the security of such stocks funds shares securities or other investments or property of whatsoever nature and situate in

any part of the world as the Trustees shall in their absolute discretion think fit to the intent that the Trustees shall have the same full and unrestricted powers of investing and transposing investments and laying out moneys in all respects as if they were absolutely entitled thereto beneficially and in the professed exercise of this power the Trustees shall not be liable for any loss to the Trust premises arising from any investment or purchase made in good faith

- (b) Power to vest any property for the time being subject to the trusts hereof in any proper person or persons in any part of the world as nominee or nominees for the Trustees and the Trustees shall provided that they shall have acted in good faith not be liable for any consequential loss
- (c) Power to accept (or in discretion of the Trustees to disclaim) any property whether real or personal which may from time to time be devised bequeathed or given to the Trustees upon the trusts hereby declared or as an addition or accretion to the funds or property of the Charity and whether or not subject to any express conditions imposed by the donor or testator provided that such conditions shall not be inconsistent with the trusts hereinbefore declared
- (d) (i) Power to make any payment or application of income or capital by paying the same to the treasurer or other officer of a Charitable Institution or a person purporting to be such treasurer or other officer and so that the receipt in writing of such person shall be a good discharge to the Trustees without the necessity of seeing to the proper application of any sum so paid

- (ii) In applying capital or income for any charitable purpose but not otherwise power to make payment to an individual beneficiary or individual beneficiaries
- (e) Power to borrow money on the security of the Trust Fund (subject nevertheless to such consent as may from time to time be imposed or required by law) and pay or apply the money so raised in any manner in which money forming part of the capital of the Trust Fund may be paid or applied
- (f) Power in the management or administration of any property which forms part or the proceeds of sale whereof form part of the Trust Fund to effect or concur in effecting any sale lease mortgage charge release purchase investment insurance assurance acquisition expenditure or other disposition contract or transaction whatsoever not otherwise authorised (subject nevertheless to such consents as may from time to time be imposed or required by law) which a person absolutely and beneficially entitled would have had power to effect or to concur in effecting to the intent that (subject as hereinbefore provided) the Trustees shall in relation to the Trust Fund have all the powers of a beneficial owner
- (g) Power for any of the Trustees (other than the Settlor or any spouse of the Settlor) who is a person engaged in any profession to charge and be paid all usual professional and other charges for business transacted by him or his firm in connection with the Trusts hereof
- (h) Power to make and from time to time to amend or revoke all such rules and regulations for the administration of the Charity as the Trustees may think fit (provided that no rules and regulations made under this Clause shall be inconsistent with or override any of the provisions of this Deed) with full power to delegate to any person or persons for any period or periods and subject to such conditions

as the Trustees may think fit the exercise of any power or discretion hereby or by law conferred on or made exercisable by the Trustees provided that such person or persons shall report back to the Trustees all actions taken by them as soon as possible

- (i) Power to do all such other acts or things as are necessary or expedient for the proper administration of or incidental to the attainment of the objects of the Charity
- (j) Power by any deed or deeds to release or restrict in any manner and to any extent any of the powers (including this present power) in this Clause contained

6. THE Trustees may at any time or times enter into compromise or arrangements with respect to or may realise all or any of their rights as shareholders stockholders or debenture stockholders or creditors of any company and whether in connection with a scheme of reconstruction or amalgamation or otherwise and may accept in or towards satisfaction of all or any of such rights such consideration as they shall in their discretion think fit whether in the form of shares stock debenture stock cash obligations or securities of the same or of any other company or companies or in any form whatsoever

7. THE Trustees may exercise all voting rights appertaining to any investments comprised in the Trust Fund in as full free and absolute manner as if they were absolute owners of such investments and the Trustees shall not nor shall any of them be accountable for any remuneration or other benefit received by them or any of them (whether as director auditor or other officer or otherwise) from any company in which shares stock debentures or other securities are for the time being held by the Trustees as Trustees hereof EXCEPT to the extent (if any) to which such remuneration or other benefit is received by the Trustees or any of them by reason of such shares stock debentures or other securities being

in the names of the Trustees as trustees hereof and PROVIDED FURTHER that neither the Trustees nor any of them shall concur in exercising any voting rights in respect of any shares or stock debentures or other securities comprised in the Trust Fund in such a way that a personal benefit is thereby secured to the Trustees or any of them

8. THE Trustees (being at least two in number) may from time to time in their absolute discretion enter into any agreement or transaction with the trustee or trustees of any other Charitable Trust or Settlement (being an agreement or transaction) which apart from this present provision the Trustees could properly have entered into if one or more of them had not also been a trustee of such other Charitable Trust or Settlement) notwithstanding that the Trustees or one or more of them may also be trustees or a trustee or the sole trustee of such other Charitable Trust or Settlement and in like manner in all respects as if none of the Trustees were a trustee of such other Charitable Trust or Settlement

9. NO Trustee hereof (other than a trust corporation) shall be liable for breach of trust in respect of any act or omission on the part of himself or of any of his co-trustees or of any agent or servant employed by him or by any of his co-trustees whether or not such employment was strictly necessary or expedient unless such act or omission was done omitted or concurred by the Trustee whom it is sought to make liable in bad faith or (if the act or omission is the act or omission of an agent or servant) that such agent or servant was employed by such Trustee in bad faith

10. NOTWITHSTANDING anything herein expressed or implied:-

- (a) the Trust Fund and the income thereof shall henceforth be possessed and enjoyed to the entire exclusion of the Settlor or any spouse of

the Settlor and of any benefit to the Settlor or any spouse of the Settlor by contract or otherwise

- (b) no part of the capital or income of the Trust Fund shall be lent or applied to or for the benefit of the Settlor or any spouse of the Settlor in any manner or in any circumstances whatsoever
- (c) no power hereby or by any appointment made hereunder or by law conferred upon the Trustees or any other person shall be capable of being exercised in such manner as to benefit the Settlor or any spouse of the Settlor in any manner or in any circumstances whatsoever
- (d) no part of the Trust Fund or the income thereof shall be capable of being paid or applied to or for any object or purpose which is not an exclusively charitable object or purpose to the intent that the whole of the Trust Fund and the income thereof shall be held exclusively on charitable trusts

11. THE following provisions shall apply to the trusteeship hereof:-

- (a) The statutory powers of appointing trustees shall apply hereto and shall be exercisable by the Settlor during his life
- (b) The above-mentioned statutory powers shall be extended so as to authorise the appointment of any person or corporation whatsoever to be a trustee hereof notwithstanding that such person or corporation may be resident domiciled or situate (whether temporarily or permanently) outside the United Kingdom Provided that the said powers shall be exercised in such manner as to ensure that there shall be a majority of trustees resident in the United Kingdom And the fact that a Trustee remains out of the United Kingdom for more than twelve months shall not be grounds for removing such Trustee

IN WITNESS whereof the parties hereto have hereunto set their hands and

seals the day and year first before written

THE SCHEDULE above referred to

£10

Cash

SIGNED SEALED and DELIVERED by) the said RAYMOND BLAKE PELLY in the presence of:-

Raymond Pelly

WITNESS NAME:-

ADDRESS -

Middle
St John's Theological College.
Lecturer. J.P.

OCCUPATION -

SIGNED SEALED and DELIVERED by) the said ALFRED EDWARD HILL in the presence of:-

Alfred E. Hill

WITNESS NAME -

ADDRESS -

OCCUPATION -

SIGNED SEALED and DELIVERED by) the said MICHAEL HANDLEY in the presence of:-

Michael Handley

WITNESS NAME -

ADDRESS -

19 IPSWICH GROVE NORWICH NORFOLK NR2 2LU.

OCCUPATION -

YOUTH OFFICER.

P3 ~~1454~~ 02PM
P702 N

DECLARATION OF TRUST

TO: RAYMOND BLAKE PELLY, ALFRED EDWARD HILL AND REVEREND MICHAEL HANDLEY being
THE TRUSTEES OF THE CATHY PELLY MEMORIAL TRUST DATED 5 DECEMBER 1985

THIS DEED WITNESSES as follows:-

1. In this Deed the following expressions shall have the following meanings:-

"the Company"	C & J Clark Limited
"the Original Shares"	64,166 ordinary shares of £1 each in the Company
"Further Shares"	any shares in or other securities of the Company which may hereafter be transferred to or renounced in favour of and registered in our names as your nominees
"Capitalisation Shares"	all other shares which may be allotted to us in right of the Original Shares or any Further Shares or Rights Shares in consequence of any issue by the Company by way of capitalisation of profits or reserves
"Rights Shares"	all shares or other securities which may be subscribed or purchased by us on your instructions being shares or other securities which are offered to us for subscription or purchase in right of the original Shares or any Further Shares or any Capitalisation Shares or any Rights Shares previously subscribed or purchased
"the said Shares"	the Original Shares and all Further Shares Capitalisation Shares and Rights Shares

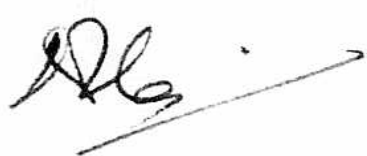
2. WE HEREBY ACKNOWLEDGE AND DECLARE that we hold the Original Shares and will hold any Further Shares Capitalisation Shares and Rights Shares in trust for you or your nominees

3. WE UNDERTAKE AND AGREE to transfer deal with or dispose of the said Shares as you may from time to time direct AND FURTHER to give full effect to the trusts hereby declared We hereby deposit with you the Certificate for the Original Shares and a transfer thereof executed by us in blank and we HEREBY AUTHORISE YOU at any time to complete the same by inserting therein the name of any transferee the consideration for and the date of such transfer and complete the same in any necessary particular and WE DECLARE that this authority is irrevocable by us

4. WE FURTHER UNDERTAKE AND AGREE to account to you for all the dividends which may be paid to us from time to time upon the said Shares and to exercise our voting power in respect of the said Shares in such manner as you shall from time to time direct

DATED this 22 day of April 1987

SIGNED SEALED and DELIVERED)
by DAVID MICHAEL PARKES)
In the presence of:)



Wayne Harvey
Felltop
35 Stanshalls Lane
Felton
East

SIGNED SEALED and DELIVERED)
by LANCELOT PEASE CLARK)
In the presence of:-)

L. Clark

J. Roseau
132 Rte des Chenees
78320 Levis St Nom
Secretary



SIGNED SEALED and DELIVERED)
by CAROLINE PYM)
In the presence of:-)

Caroline Pym



RIVERSIDE FOLLY RD
WALTHAMSBURY
VETERINARY SURGEON

DECLARATION OF TRUST

TO: DAVID MICHAEL PARKES, RAYMOND BLAKE PELLY AND REVEREND MICHAEL HANDLEY being THE TRUSTEES OF THE CATHY PELLY MEMORIAL TRUST DATED 5 DECEMBER 1985

THIS DEED WITNESSES as follows:-

1. In this Deed the following expressions shall have the following meanings:-

"the Company"	C & J Clark Limited
"the Original Shares"	64,166 ordinary shares of £1 each in the Company
"Further Shares"	any shares in or other securities of the Company which may hereafter be transferred to or renounced in favour of an registered in our names as your nominees
"Capitalisation Shares"	all other shares which may be allotted to us in right of the Original Shares or any Further Shares or Rights Shares in consequence of any issue by the Company by way of capitalisation of profits or reserves
"Rights Shares"	all shares or other securities which may be subscribed or purchased by us on your instructions being shares or other securities which are offered to us for subscription or purchase in right of the original Shares or any Further Shares or any Capitalisation Shares or any Rights Shares previously subscribed or purchased
"the said Shares"	The Original Shares and all Further Shares Capitalisation Shares and Rights Shares

2. WE HEREBY ACKNOWLEDGE AND DECLARE that we hold the Original Shares and will hold any Further Shares Capitalisation Shares and Rights Shares in trust for you or your nominees

3. WE UNDERTAKE AND AGREE to transfer deal with or dispose of the said Shares as you may from time to time direct AND FURTHER to give full effect to the trusts hereby declared We hereby deposit with you the Certificate for the Original Shares and a transfer thereof executed by us in blank and we HEREBY AUTHORISE YOU at any time to complete the same by inserting therein the name of any transferee the consideration for and the date of such transfer and complete the same in any necessary particular and WE DECLARE that this authority is irrevocable by us

4. WE FURTHER UNDERTAKE AND AGREE to account to you for all the dividends which may be paid to us from time to time upon the said Shares and to exercise our voting power in respect of the said Shares in such manner as you shall from time to time direct

DATED this 23rd day of December 1987

SIGNED SEALED and DELIVERED
by DAVID MICHAEL PARKES
in the presence of:-

|
|

[Signature]

K. Watkins,
15 Pembroke Rd, Bristol BS8 3BG.
Tax Assistant.

SIGNED SEALED and DELIVERED
by LANCELOT PEASE CLARK
in the presence of:- *Jacqueline Roseau*
132 Route des Chauxes
78320 Levis St Nom
Secretary

|
|

L Clark

SIGNED SEALED and DELIVERED
by CAROLINE PYM
in the presence of:-

|
|

Caroline Pym

[Signature]
Account Designation P253

**STOCK
TRANSFER
FORM**

J30

(Above this line for Registrars only)

Consideration Money £	Certificate lodged with the Registrar
(For completion by the Registrar/Stock Exchange)	

Full name of Undertaking	C & J CLARK LIMITED	
Full description of Security	ORDINARY SHARES OF £1 EACH	
Number or amount of Shares, Stock or other security and, in figures column only, number and denomination of units, if any.	Words	Figures
		(units of)

Name(s) of registered holder(s) should be given in full; the address should be given where there is only one holder. If the transfer is not made by the registered holder(s) insert also the name(s) and capacity (e.g., Executor(s)) of the person(s) making the transfer.	In the name(s) of	Account Designation (if any)
	DAVID MICHAEL PARKES LANCELOT PEASE CLARK CAROLINE PYM	P253

<p>I/We hereby transfer the above security out of the name(s) aforesaid to the person(s) named below or to the several persons named in Part 2 of Brokers Transfer Forms relating to the above security: Delete words in italics except for stock exchange transactions. Signature(s) of transferor(s)</p> <p>1. <input checked="" type="checkbox"/> L. Clark <input checked="" type="checkbox"/> X-2-MJ</p> <p>2. <input checked="" type="checkbox"/> <i>L. Clark</i> <input checked="" type="checkbox"/> X-LPC</p> <p>3. <input checked="" type="checkbox"/> <i>Caroline Pym</i> <input checked="" type="checkbox"/> X-CP</p> <p>4.</p> <p>Bodies corporate should execute under their common seal.</p>	<p>Stamp of Selling Broker(s) or, for transactions which are not stock exchange transactions, of Agent(s), if any, acting for the Transferor(s).</p> <p>Date 23-12-1987</p>
--	--

<p>Full name(s) and full postal address(es) (including County or, if applicable, Postal District number) of the person(s) to whom the security is transferred.</p> <p>Please state title, if any, or whether Mr., Mrs. or Miss.</p> <p>Please complete in type-writing or in Block Capitals</p>	Account Designation (if any)
---	------------------------------

I We request that such entries be made in the register as are necessary to give effect to this transfer.

Stamp of Buying Broker(s) (if any)	Stamp or name and address of person lodging this form (if other than the Buying Broker(s))
------------------------------------	--

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JORDAN & SONS LIMITED
JORDAN HOUSE
BRUNSWICK PLACE
LONDON N1 6EE
TELEPHONE 01 253 3030
TELEX 261010



PLEASE SIGN HERE



The security represented by the transfer overleaf has been sold as follows:—

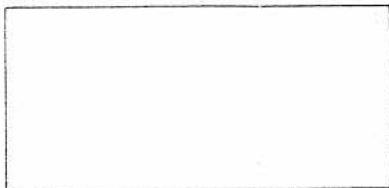
..... Shares/Stock Shares/Stock
..... Shares/Stock Shares/Stock
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..... Shares/Stock Shares/Stock

Balance (if any) due to Selling Broker(s)

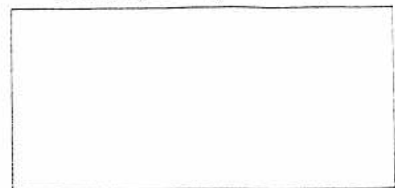
Amount of Certificate(s)

Broker Transfer forms for above amounts certified

Stamp of certifying Stock Exchange



Stamp of Selling Broker(s)



FORM OF CERTIFICATE REQUIRED WHERE TRANSFER IS NOT LIABLE TO AD VALOREM STAMP DUTY

Instruments of transfer are liable to a fixed duty of 50p when the transaction falls within one of the following categories:—

- (a) Transfer vesting the property in new trustees on the appointment of a new trustee of a pre-existing trust, or on the retirement of a trustee.
- *(b) Transfer by way of security for a loan or re-transfer to the original transferor on repayment of a loan.
- (c) Transfer to a beneficiary under a will of a specific legacy of stock, etc. (NOTE — Transfers by executors in discharge or partial discharge of a pecuniary legacy are chargeable with *ad valorem* duty on the amount of the legacy so discharged unless the will confers on the executors power to discharge the pecuniary legacy without the consent of the legatee.)
- (d) Transfer of stock, etc., forming part of an intestate's estate to the person entitled to it, not being a transfer in satisfaction or part satisfaction.
 - (i) in England and Wales of the sum to which the surviving spouse has a statutory entitlement under an intestacy where the total value of the residuary estate exceeds that sum, or of the sum due to the surviving spouse in respect of the value of a life interest which he or she has elected to have redeemed;
 - (ii) in Scotland of any of the monetary rights of the surviving spouse under the provisions of Section 8 (1) (a) (ii), Section 8 (1) (b) or Section 9 (1) of the Succession (Scotland) Act 1964 as amended by the Succession (Scotland) Act 1973 and by the Prior Rights of Surviving Spouse (Scotland) Order 1977 (S.I. 1977 No. 2210).
- (e) Transfer to a residuary legatee of stock, etc., forming part of the residue divisible under a will.
- (f) Transfer to a beneficiary under a settlement, on distribution of the trust funds, of stock, etc., forming the share or part of the share of those funds to which the beneficiary is entitled in accordance with the terms of the settlement.

(NOTE — Categories (e) and (f) do not include a transfer to a beneficiary under a will or settlement who takes not only by reason of being entitled under the will or settlement but also

 - (i) following a purchase by him of some other interest in the trust property, e.g., a life interest or the interest of some other beneficiary; in such a case *ad valorem* transfer on sale duty is payable; or
 - (ii) where there is an element of gift *inter vivos* in the transaction in consequence of which a beneficiary under a will or settlement takes a share greater in value than his share under the will or settlement; in such a case *ad valorem* voluntary disposition duty is payable.)
- (g) Transfer on and in consideration of marriage of stocks, etc., to either party to the marriage or to trustees to be held on the terms of a duly stamped settlement made in consideration of the marriage. (NOTE — A transfer made to the husband or wife after the date of the marriage is not within this category unless it is made pursuant to an ante-nuptial contract.)
- (h) Transfer by the liquidator of a company of stocks, etc., forming part of the assets of the company, to the persons who were shareholders, in satisfaction of their rights on a winding-up.
- *(j) Transfer, not on sale and not arising under any contract of sale and where no beneficial interest in the property passes: (i) to a person who is a mere nominee of, and is nominated only by, the transferor; (ii) from a mere nominee who has at all times held the property on behalf of the transferee, (iii) from one nominee to another nominee of the same beneficial owner where the first nominee has at all times held the property on behalf of that beneficial owner. (NOTE — This category does not include a transfer made in any of the following circumstances: (i) by a holder of stock, etc., following the grant of an option to purchase the stock, to the person entitled to the option or his nominee; (ii) to a nominee in contemplation of a contract for the sale of the stock, etc., then about to be entered into; (iii) from the nominee of a vendor, who has instructed the nominee orally or by some unstamped writing to hold stock, etc., in trust for a purchaser, to such purchaser.)

(1) "I" or "We" (1) hereby certify that the transaction in respect of which this transfer is made is one which falls within the category (2) above.

(2) Insert "(a)"
" (b) " or
appropriate
category.

(3) Here set out
concisely the facts
explaining the
transaction in cases
falling within (b) or
(j) or in any case
which does not clearly
fall within any of the
categories (a) to (j).
Adjudication may be
required.

*Signature(s)

*Description ("Transferor", "Solicitor", etc.)

Date 19

N.B. — A transfer by way of a gift *inter vivos* is chargeable with *ad valorem* stamp duty and must be adjudicated.

*NOTE — The above certificate should be signed in the case of (b) or (j) by (1) the transferor(s) or (2) a member of a stock exchange or a solicitor or an accredited representative of a bank acting for the transferor(s), in cases falling within (b) where the bank or its official nominee is a party to the transfer, a certificate, instead of setting out the facts, may be to the effect that "the transfer is exempted from Section 74 of the Finance (1909-10) Act 1910". A certificate in other cases should be signed by a solicitor

Dated 21 January 1988

DEED OF APPOINTMENT

relating to

Cathy Pelly Memorial Trust

THE REV R B PELL (1)
AE HILL (2)
THE REV M HANDLEY (3)
DM PARKES (4)

THIS DEED OF APPOINTMENT is made the *twenty first* day of *January*
One thousand nine hundred and eighty

BETWEEN THE REVEREND RAYMOND BLAKE PELLY of 14 Park Lane Jamaica Plain
MA 02130 USA (hereinafter called "the Appointor") of the first part
ALFRED EDWARD HILL of 15 Pembroke Road Bristol BS8 2BG (hereinafter
called "the Retiring Trustee") of the second part THE APPOINTOR and
THE REVEREND MICHAEL HANDLEY of 40 Heigham Road Norwich NR2 3AN
(hereinafter together called "the Continuing Trustees") of the third
part and DAVID MICHAEL PARKES of 15 Pembroke Road Bristol BS8 3BG
(hereinafter called "the New Trustee") of the fourth part

WHEREAS:

(A) This Deed is supplemental to a Charitable Settlement (hereinafter
called "the Settlement") established by a Trust Deed dated 5 December
1985 and made between the Appointor of the first part and the Retiring
Trustee and the Continuing Trustees of the other part

(B) The Retiring Trustee and the Continuing Trustees are the present
trustees of the Settlement and the Appointor has the power of appointing
new trustees under the terms of the Settlement

(C) The Retiring Trustee now wishes to retire from the trusts of the
Settlement and the Appointor wishes to appoint the New Trustee to act
as a trustee thereof in his place

(D) The New Trustee is resident in the United Kingdom

(E) It is intended that the property now subject to the trusts of the
Settlement shall now be transferred to or under the control of the New
Trustee and the Continuing Trustees

NOW THIS DEED WITNESSETH as follows:-

1. In exercise of the power conferred on him by the Settlement and every other power enabling him the Appointor HEREBY APPOINTS the New Trustee to be a trustee of the Settlement in place of the Retiring Trustee and jointly with the Continuing Trustees
2. The Retiring Trustee HEREBY RETIRES and is discharged from the trusts of the Settlement
3. The Continuing Trustees and the New Trustee and each of them HEREBY JOINTLY AND SEVERALLY COVENANT at all times fully and effectually to release and indemnify the Retiring Trustee and his personal representatives from and against all claims actions proceedings costs expenses and liabilities whatsoever which may be made or instituted against him or them or suffered or incurred by him or them in respect of the previous present and future funds of the Settlement and income thereof

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first before written

SIGNED SEALED and DELIVERED
by the said RAYMOND BLAKE PELLY
in the presence of:-

1 Raymond Pelly.

Witness : Signature - Hyh R. Pym (H. Pym)
Address - 11 Montrose Avenue,
London NW6

Occupation - Journalist

SIGNED SEALED and DELIVERED
by the said ALFRED EDWARD HILL
in the presence of:-

]]

Alfred E. Hill

Witness : Signature - M. J. Haynes
Address - 68 Queenshill Road
Knowle Park
Bristol BS4 2XA
Occupation - Tax Senior

SIGNED SEALED and DELIVERED
by the said MICHAEL HANDLEY
in the presence of:-

]]

M. J. Handley

Witness : Signature - J. L. Mortar
Address - 42, Heigham Road
Norwich, NR2 3AU

Occupation -

SIGNED SEALED and DELIVERED
by the said DAVID MICHAEL PARKES
in the presence of:-

]]

D. M. Parkes

Witness : Signature - M. J. Haynes
Address - 68 Queenshill Road
Knowle Park
Bristol
BS4 2XA
Occupation - Tax Senior

DATED

6 March

1993

DEED OF RETIREMENT OF TRUSTEE

CATHY PELLY MEMORIAL TRUST

Wadge Rapps & Hunt
40 Rodney Road
Backwell
BRISTOL BS19 3HW

(REF : R)

THIS DEED OF RETIREMENT OF TRUSTEE is made the *sixth* day
of *March* 1993 BETWEEN the parties whose names and addresses are
specified in the First Schedule hereto (hereinafter called "the
Continuing Trustees") of the one part and the party whose name and
address is specified in the Second Schedule hereto (hereinafter called
"the Retiring Trustee") of the other part

WHEREAS :

- (1) This Deed is supplemental to the Settlement and other documents
supplemental thereto (hereinafter together called "the Settlement")
details of which are specified in the Third Schedule hereto
- (2) The Continuing Trustees and the Retiring Trustee are the
trustees of the Settlement at the date hereof
- (3) The Retiring Trustee wishes to retire and be discharged from the
trusts of the Settlement and the Continuing Trustees have agreed to such
retirement and discharge
- (4) It is intended that all securities and property now subject to
the trusts of the Settlement shall forthwith be transferred into the
names of or under the control of the Continuing Trustees

NOW THIS DEED WITNESSES as follows :

1. IT is hereby agreed and declared that the Retiring Trustee
forthwith retires and is discharged from the trusts of the Settlement
and that henceforth the Continuing Trustees shall be the trustees
thereof to the exclusion of the Retiring Trustee

2. THE Continuing Trustees hereby jointly and severally covenant
with the Retiring Trustee henceforth at all times fully and effectually
to release and indemnify the Retiring Trustee and his estate and effects
from and against all actions proceedings liabilities claims costs
expenses taxes and other matters whatsoever which may arise whether
before or after the date of this Deed and be made against the Retiring
Trustee or his estate and effects or suffered or incurred by him or his
estate or effects in respect of the Settlement and the trusts thereof
and the previous present and future investments and other property
subject thereto and any other matter arising from or connected therewith
except any such matter arising as a result of the wrongful act neglect
or default of the Retiring Trustee

IN WITNESS whereof the parties hereto have signed this Instrument as
their Deed in the presence of the person(s) mentioned below the day and
year first before written

THE FIRST SCHEDULE

(The Continuing Trustees)

Rev. Raymond Blake Pelly of 12 Kio Crescent Hataitai Wellington New Zealand and The Venerable Michael Handley of 40 Heigham Road Norwich NR2 3AU

THE SECOND SCHEDULE

(The Retiring Trustee)

David Michael Parkes of 15 Pembroke Road Clifton Bristol BS8 3BG

THE THIRD SCHEDULE

(The Settlement)

A Charitable Trust Deed made the 5th day of December 1985 between the said Rev. Raymond Blake Pelly (1) and Alfred Edward Hill the said Rev. Raymond Blake Pelly and the said the Venerable Michael Handley (2) and known as the "Cathy Pelly Memorial Trust"

SIGNED as a Deed by the said)

RAYMOND BLAKE PELLY)

in the presence of :)

Raymond Pelly

Rosena Simpson

Anglican Lay Chaplain

Ramsey Hse

8 Kelburn pde

Wellington 6005

SIGNED as a Deed by the said)

MICHAEL HANDLEY)

in the presence of :)

A. M. Handley

Marjorie E. Sayle,

91 Wrotham Road

Norwich NR2 8TH.

SIGNED as a Deed by the said)

DAVID MICHAEL PARKES)

in the presence of :)



Lindith M Parry
15 Pembroke Road
Clifton, Bristol 8
Secretary

WHEREAS :

- Raymond Peltz

SIGNATURE Rowena Simpson
ADDRESS 8 Kelburn pde, Wellington 6005,
AOTEAROA/ New Zealand
OCCUPATION Anglican Lay Chaplain

SIGNED as her Deed by the said
HESTER MONICA GAIL PELLY

in the presence of :

Hester Pelly

W-1-2-E-3-4

SIGNATURE

[Signature]

ADDRESS

Dr M.B. WATTO

4/20 ROYALTON ICE WENTON

AUCKLAND

OCCUPATION

MENTAL PRACTITIONER

Dated 28th September 2000

The Rev. R. B. Pelly & The Ven. M. Handley (1)
Ms. H. M. G. Pelly (2)
Ms. B. H. Craig (3)
The Rev. R. B. Pelly (4)

DEED OF APPOINTMENT & RETIREMENT OF TRUSTEES

re: Cathy Pelly Memorial Trust



Wadge Rapps & Hunt
Solicitors
3 West Town Road
Backwell
Bristol
BS48 3HA

01275-464142

THIS DEED OF APPOINTMENT AND RETIREMENT OF TRUSTEES is made the 28th

day of September 2000 **BETWEEN** the parties whose names and addresses are specified in the First Schedule hereto (hereinafter called "the Continuing Trustees") of the first part the party whose name and address is specified in the Second Schedule hereto (hereinafter called "the Retiring Trustee") of the second part the party whose name and address is specified in the Third Schedule hereto (hereinafter called "the New Trustee") of the third part and the party whose name and address is specified in the Fourth Schedule hereto (hereinafter called "the Appointor") of the fourth part

WHEREAS :

- (1) This Deed is supplemental to the Charitable Trust Deed (hereinafter called "the Settlement") details of which are specified in the Fifth Schedule hereto and to all other (if any) Deeds or Instruments previously made supplemental to the Settlement
- (2) The Continuing Trustees and the Retiring Trustee are the trustees of the Settlement at the date hereof and the power of appointing trustees of the Settlement is vested in the Appointor
- (3) The Retiring Trustee wishes to retire and be discharged from the trusts of the Settlement and the Appointor has agreed to appoint the New Trustee to be a trustee of the Settlement jointly with the Continuing Trustees and in place of the Retiring Trustee
- (4) It is intended that all securities and property now subject to the trusts of the Settlement shall forthwith be transferred into the names of or under the control of the Continuing Trustees and the New Trustee

NOW THIS DEED WITNESSES as follows :

- 1 **IT** is hereby agreed and declared that the Retiring Trustee forthwith retires and is discharged from the trusts of the Settlement
- 2 **IN** exercise of the power vested in the Appointor by the Settlement and by the Trustee Act 1925 and of any and all other powers in such respect the Appointor **HEREBY APPOINTS** the New Trustee to be a trustee of the Settlement jointly with the Continuing Trustees and in place of the Retiring Trustee
- 3 **THE** Continuing Trustees and the New Trustee hereby jointly and severally covenant with the Retiring Trustee henceforth at all times fully and effectually to release and indemnify the Retiring Trustee and her estate and effects from and against all actions proceedings liabilities claims costs expenses taxes and other matters whatsoever which may arise whether before or after the date of this Deed and be made against the Retiring Trustee or her estate and

effects or suffered or incurred by her or her estate and effects in respect of the Settlement and the trusts thereof and the previous present and future investments and other property subject thereto and any other matter arising from or connected therewith except any such matter arising as a result of the wrongful act neglect or default of the Retiring Trustee

IN WITNESS whereof the parties hereto have signed this Instrument as their Deed in the presence of the persons respectively mentioned below the day and year first before written

THE FIRST SCHEDULE

(The Continuing Trustees)

The Reverend Raymond Blake Pelly of 12 Kio Crescent, Hataitai, Wellington, New Zealand and The Venerable Michael Handley of

THE SECOND SCHEDULE

(The Retiring Trustee)

Hester Monica Gail Pelly of Orend Heights, Bodhisattva Road, RD1 Kaukapakapa, New Zealand

THE THIRD SCHEDULE

(The New Trustee)

Barbara Helen Craig of 12 Kio Crescent, Hataitai, Wellington, New Zealand

THE FOURTH SCHEDULE

(The Appointors)

The said Raymond Blake Pelly

THE FIFTH SCHEDULE

(The Settlement)

The Charitable Trust Deed made the 5th day of December 1985 between the Appointor (1) and Alfred Edward Hill the Appointor and the said Michael Handley (2) and known as the Cathy Pelly Memorial Trust

SIGNED as a Deed by the said

RAYMOND BLAKE PELLY

in the presence of :

Witness Signature

R. G. F. Barker

Wellington

Priest

Raymond Pelly

SIGNED as a Deed by the said

MICHAEL HANDLEY

in the presence of :

witness: signature

- address

- occupation

x A. O. Handley

A. M. Poken

240, Reepham Rd.
Norwich NR6 5SW.

Retired Head Teacher.

SIGNED as a Deed by the said

HESTER MONICA GAIL PELLY

in the presence of :

witness: signature

- address

- occupation

x Hester Pelly HMC
Tony Clark
Anchor House
Braunston
Northants NN17 7AJ
Student

SIGNED as a Deed by the said

BARBARA HELEN CRAIG

in the presence of :

witness - signature

- address

- occupation

Barbara Craig

OAS STEWART
3 Kio Crescent
Wellington
Accountant.

x BHC