

Dated 12th October 1994

A.P.G. Massingberd-Mundy, Esq.,

- to -

A.P.G. Massingberd-Mundy, Esq.,
Rev. R.W.B. Massingberd-Mundy,
and A.M. Carding, Esq.,

TRUST DEED

Wilkinson Maughan
Sun Alliance House
35 Mosley Street
Newcastle upon Tyne
NE1 1XX

Ref: GBC/TRC/Doc. No. 1338d

25/10
THIS TRUST DEED made the 12th day of October One thousand nine hundred and ninety four

BETWEEN ANDREW PAUL GIBSON MASSINGBERD-MUNDY of Burnside

Whitecairns Aberdeen Scotland (hereinafter called

Donor") of the one part and ANDREW PAUL GIBSON

MASSINGBERD-MUNDY of Burnside aforesaid ROGER WILLIAM

BURRELL MASSINGBERD-MUNDY of South Ormsby Rectory Louth

Lincolnshire and ALLEN MARK CARDING of Old Orchard Elms

Road Hook Basingstoke Hampshire (hereinafter together called

"the Trustees") of the other part



WITNESSES AS FOLLOWS:-

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

- 1.1 the "Charity" means the Charity hereby established and named by Clause 3 of this Deed
- 1.2 "Trustees" means and includes the Trustees or Trustee for the time being of this Deed
- 1.3 the "Trust Fund" means the sum of £25,000 (Twenty five thousand pounds) and any other property which may be paid or transferred to the Trustees at any time to be held by them on the Charitable Trusts declared by this Deed and the investments from time to time representing the same

1.4 Unless the context otherwise requires the singular includes the plural and the masculine includes the feminine and vice versa

2. The Donor has procured that there will be paid the sum of £25,000 (Twenty five thousand pounds) to the Trustees to be held by them on the charitable trusts declared by this Deed

3. The Charity established by this Deed shall be called The Christina Aitchison Trust

4. The Trustees shall hold the Trust Fund on trust either to retain or sell the same or any part of it to invest the proceeds in or on any investments authorised by this Deed (with power from time to time to vary such investments) and to pay or apply the net income of the Trust Fund and any part of the capital at their absolute discretion in furtherance of the objects of the Charity declared in Clause 5

5. The objects of the Charity are for such charitable purposes as the Trustees may in their absolute discretion determine and in particular:-

5.1 To advance the education of young persons under the age of twenty-five years (and in particular those persons who are resident in the North East and South West of England) to help them develop emotionally

mentally physically and spiritually so that they can make a positive contribution to the community and the wider world

- 5.2 To promote the relief of persons (and in particular persons resident in the North East and South West of England) who are blind or who suffer from any ophthalmic disease or disability and to promote research into the causes treatment and prevention of ophthalmic diseases and disabilities on terms that the results of any such research are to be published
- 5.3 To provide financial assistance in the relief of the sickness of persons (and in particular patients who are resident in the North East and South West of England) who are suffering from terminal diseases
- 5.4 To promote improve develop and maintain the education and appreciation of persons under twenty five years of age (and in particular such persons who are resident in the North East and South West of England) in the art and science of music in all its aspects.

6. In furtherance of the above objects but not further or otherwise the Trustees shall have the following powers:

- 6.1 To appoint as clerk one of their number without remuneration who shall be dismissable at their pleasure or some other fit person at such reasonable salary and on such reasonable terms as to notice and otherwise as the Trustees think fit

- 6.2 To employ such persons (who shall not be Trustees) to perform such duties as the Trustees consider necessary for the proper administration of the Charity at such reasonable salaries and on such reasonable terms as to notice and otherwise as the Trustees think fit and to provide for the payment of such Pension and Superannuation of such persons as may be reasonable and necessary.
- 6.3 To delegate to a Committee consisting of not less than two of their number their powers of management provided that all proceedings of such a Committee are reported fully and properly to the Trustees
- 6.4 To raise funds by appealing for and inviting contributions (whether periodical or otherwise) from any person body or institution or otherwise by way of donation covenant grant loan legacy or subscription and to accept donations on any special trusts in connection with the Charity provided that the Trustees shall not undertake any permanent trading activity raising funds for the objects of the Charity
- 6.5 To purchase take on lease or exchange hire or otherwise acquire any property for use for the purpose of the Charity
- 6.6 Subject to such consents as may be required by law to sell mortgage let or exchange any property or funds belonging to the Charity
- 6.7 To invest trust money in the purchase of or at

interest on the security of such stocks funds shares security or other investments or property of whatever nature and wherever situated as the trustees 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 as if they were beneficially entitled to the Trust Fund

- 6.8 To make regulations from time to time for the administration of the Charity and for the management and conduct of the Trustees' business including the summoning and Chairmanship of meetings the number of the Trustees required to constitute a quorum the deposit of money at a proper bank and the custody of deeds securities and documents
7. The Trustees shall keep a Minute Book and proper Books of Account and shall prepare consecutive Statements of account consisting of an income and expenditure account relating to a period of not more than fifteen months and of a balance sheet relating to the end of such period in accordance with the Charities Act 1993
8. The Trustees shall maintain such banking accounts in the name of the Charity as they consider convenient and every sum received on account of the Charity shall be paid to the credit of such accounts. All cheques and orders for the payment of money from any such account shall be

signed by two or more trustees

9. No Trustee shall take or hold any interest in any property belonging to the Trust Fund otherwise than as a Trustee for the purposes of the Charity and no Trustees shall receive remuneration or be interested in the supply of work or goods at the expense of the Charity provided nevertheless that:

9.1 A Trustee may be reimbursed any reasonable and proper out of pocket expenses incurred by him in carrying out his duties including any travelling or other expenses incurred by him as Trustee

9.2 Any Trustee being a solicitor accountant or other person engaged in any profession shall be entitled to charge and be paid all usual professional or other charges for work done by him or his firm in connection with the execution of the trusts of the Charity provided that there is at all times a majority of Trustees who act without remuneration and that a Trustee does not attend a meeting at which his own remuneration is discussed

10. Appointment of New Trustees:

10.1 Subject to sub-clause 10.5 the power of appointing new Trustees or a new Trustee hereof shall be vested in the Donor during his life

10.2 Subject thereto the statutory powers of appointing new trustees shall apply hereto

10.3 Subject to sub-clause 10.5 without prejudice to any other power of appointing new Trustees and subject to the power contained in sub-clause 10.1 hereof a new Trustee may be appointed by a Resolution of the meeting of the Trustees and whenever a Trustee is appointed a Memorandum of his appointment shall be prepared and signed by the persons present at such meeting

10.4 Every new Trustee shall before acting in the Trust of this Deed sign in the Minute Book for which provision is made a declaration of acceptance and of willingness to act in the trusts declared in this Deed

10.5 No person shall be appointed as Trustee or continue to act as Trustee if that person does not meet the requirements for Trustees as set out in the Charities Act 1993 or any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute

11. In the execution of the trust and powers of this Deed no Trustee shall be liable for any loss to the Charity arising by reason of any improper investment made in good faith (so long as he shall have sought professional advice before making such investment) or any mistake or omission made in good faith by him or any other Trustee on any other matter other than wilful and individual

fraud wrong doing or wrongful omission on the part of the
Trustee who is sought to be made liable

12. The Trustees may amend any of the provisions of this Deed
(except those in clauses 5 and 13 and in this Clause) by
any Deed or Deeds stated to be supplemental to this Deed
provided that no amendment shall be made which will cause
the Charity to cease to be a Charity at law

13. In the event that the Trustees determine that in the
circumstances the Charity should be dissolved any assets
remaining after satisfaction of the debts and liabilities
of the Charity shall not be paid to or distributed among
the Trustees but shall be given to such other charitable
institution or institutions having objects similar to
those of the Charity as the trustees shall decide

IN WITNESS whereof the parties hereto have hereunto set their
hands and seals as their Deed the day and year first
hereinbefore written.

SIGNED AND SEALED AS A DEED)

by the said ANDREW PAUL)

GIBSON MASSINGBERD-MUNDY)

in the presence of:-)
)
)
)

KAY WISKER
NEIGHBOUR OF
DUMFRECH COTTAGE
DUMFRIES
WS41 CPL

[Handwritten signature]

SIGNED AND SEALED AS A DEED) R.W.M.
by the said ROGER WILLIAM)
BURRELL MASSINGBERD-MUNDY) R. W. Massingberd-Mundy
in the presence of:-)

JANET KENLEY
WILLOW THE CORNER HOUSE
NAME BRINKHILL
ADDRESS LOUTH
COUNTY Lincs.

with Signature
Janet Kenley

SIGNED AND SEALED AS A DEED) A.M.C.
by the said ALLEN MARK)
CARDING in the presence)
of:-) Allen Mark Carding

MICHAEL CLARKE
MILTON TRESS
21 CLOCH BARN LANE
OCCUPY HYDEVILLE
GODALMING
SURREY

with Signature
Michael Clarke