

Dated 8th March

2005

DEED OF AMENDMENT

HORSFORTH Gospel Hall Trust

Tomleys
Solicitors
31 Market Street
NEWTOWN
Powys SY16 2 PG

01686 626641

THIS DEED OF AMENDMENT made the **8th** day of **March** 2005
BY STEPHEN LANDALL DICKSON of 4 Fairfax View Horsforth Leeds LS18 5SQ
 JONATHAN NIGEL EDWARDS of Moorcroft Moor Road Bramhope Leeds LS16 9HH
 ROY HARDING of 34 Markham Avenue Rawdon Leeds LS19 6NF JAMES BRIAN
 SOULSBY of The Warren Hillcrest Rise Cookridge Leeds LS16 7DJ and
 BRIAN CHRISTOPHER STUTTERHEIM of 3 Henley Avenue Rawdon Leeds LS19 6NZ

(the Trustees) is **SUPPLEMENTAL** to a Trust Deed (the Trust Deed) and a Deed of Amendment (the Deed of Amendment) short particulars of which are contained in the First Schedule hereto

WHEREAS the Trustees who are the present trustees of the Trust Deed desire to further amend the Trust Deed as hereinafter appears in accordance with the power given to them in Clause 16 of the Trust Deed

NOW THIS DEED made in pursuance of the said desire and of the power given to them in Clause 16 of the Trust Deed **WITNESSETH** and it is hereby declared:-

1. The Trustees hereby amend the Trust Deed by adopting the entire provisions of a new Model Trust Deed particulars of which are set out in the Second Schedule hereto in place of the provisions of the Trust Deed as previously amended by the Deed of Amendment
2. The Trustees hereby declare that the Trust shall henceforth be called

HORSFORTH GOSPEL HALL TRUST
3. The Prescribed Conditions detailed in Clause 18 as amended have been fulfilled as required by Clause 16 of the Trust Deed

The First Schedule

Trust Deed dated 1st May 1982 made by Harry Marrison the said Stephen
 Landall Dickson and Oliver Smaldon
 Deed of Amendment dated 6th October 1990

The Second Schedule

Provisions of Model Trust Deed

PRELIMINARY

1. In this Deed where the context so admits
 - (1) The following expressions have the meanings set opposite them respectively that is to say:-

EXPRESSION	MEANING
(a) "The Trustees"	The Trustees for the time being of this Deed and a Trustee means one of the Trustees
(b) "The Trust Property"	All the following property namely:-
(i)	The Original Investment which means the real and personal property currently held by the Trustees
(ii)	All moneys and property whether real or personal subsequently paid or transferred to and accepted by the Trustees as additions to the Original Investment
(iii)	The investments and property from time to time representing the Original Investment and the additions thereto described in subparagraph (ii) of this definition or any part

or parts thereof together with the income thereof

(c) "The Trust Purposes"

(i)

The carrying on of the service of God including the celebration of the Lord's Supper Gospel Preachings Bible Readings and Addresses on the Word of God and other meetings of a Christian religious character according to the injunctions contained in the Holy Scriptures and the tenets and practices of those Christians forming a world-wide fellowship variously known as and hereinafter referred to as "Brethren" who hold and practise the teachings of Christ and His Apostles contained in the Holy Scriptures as expounded by His servants the ministers of the Lord in the Recovery Mr J N Darby Mr F E Raven Mr J Taylor Senior Mr J Taylor Junior Mr J H Symington and Mr J S Hales and Mr B D Hales and their successors and who are in fellowship with Mr B D Hales (so long as he lives) and after the death of Mr B D Hales with any other person who thereafter is recognised by Brethren worldwide as the successor as a minister of the Lord in the Recovery

(ii)

Any other charitable religious purposes connected with Brethren

(d) a "Member of the Congregation" means a person who has attained the age of 17 years and who:

(i)

customarily attends any meeting room situated on the Trust Property and maintained by the Trustees for the Trust Purposes and also, if a monthly meeting for care and administration is held at any such meeting room, any other person who regularly attends such monthly meeting or who is entitled to so attend but for health or other good reasons has been unable to do so;

(ii)

continues to partake of the Lord's Supper with Brethren; and

(iii)

is in fellowship with Mr B D Hales (so long as he lives) and after the death of Mr B D Hales with any other person who thereafter is recognised by Brethren worldwide as the successor as a Minister of the Lord in the Recovery.

(e) "The Congregation" means all the Members of the Congregation for the time being

(f) a meeting of the Congregation includes:

(i)

A Regular meeting, being a meeting of the Congregation of which oral notice has been given to the Members of the Congregation present at, and in the course of, a celebration of the Lord's Supper;

- (ii) A special meeting being a meeting of the Congregation called as provided in sub-clauses (1), (2) and (3) of clause 14: and
- (g) "Person" includes body corporate
- (2) The singular includes the plural and the plural the singular and words importing any gender include every gender and the headings and marginal notes are included for convenience only and shall not affect the construction of this Deed
- (3) Any reference in any of the provisions of this Deed to the minister of the Lord in the Recovery is a reference to Mr B D Hales (so long as he lives) and after his death to any other person who thereafter is recognised by Brethren worldwide as the successor as a minister of the Lord in the Recovery
- (4) (a) For the purposes of this Deed any decision, declaration or other thing that is required to be in writing in the stipulated form shall be in writing signed by the person making the decision, declaration or doing the other thing (executed as a deed where the general law so requires to make it effective for its intended purpose) and attested to by two witnesses to whom he is personally known
 (b) Any decision, declaration or other thing that is in writing in the stipulated form shall be conclusive evidence of what is stated therein
- (5) Where the sanction or decision of a unanimous resolution of a meeting of the Congregation is required under any provision of this Deed this may be evidenced by minutes of the meeting at which the sanction or decision was given signed by the Chairman of the meeting and countersigned by the Trustees (excluding any trustee removed from office by such resolution)

POWERS

2. (1) The Trustees may exercise the powers from time to time conferred on Trustees by law and may in addition from time to time:

ACQUIRE
PROPERTY
BUILD

- (i) purchase or otherwise acquire, hold, develop or improve property of any kind
- (ii) (a) build or erect any buildings or improvements on any part of the Trust Property and extend, add to, alter, demolish, reconstruct or rebuild any buildings or improvements at any time standing upon any part of the Trust Property; and

FURNISH
AND EQUIP

- (b) furnish and equip any such buildings or improvements and alter, add to, renew or replace the furniture, fittings and equipment of any such buildings or improvements;

MANAGE
AND
MAINTAIN

- (iii) manage, carry on, maintain, repair, renovate, remodel or improve and keep in repair the Trust Property or any part thereof;

INSURE

- (iv) insure the Trust Property or any part thereof against such risks of loss or damage and in such amounts as the Trustees see fit and effect such other insurances as they see fit in connection with the Trust Property or the use thereof or the trusts hereof or the exercise by the Trustees of their powers hereunder;

PAY
EXPENSES

- (v) pay all taxes, assessments, expenses and other outgoings in respect of the Trust Property or any part thereof and all expenses and outgoings incurred by the Trustees in relation to the trusts hereof or the exercise of the powers of the Trustees hereunder;

PERMIT USE
OF PROPERTY
FOR TRUST
PURPOSES

- (vi) permit, on such terms and subject to the such regulations as the Trustees may determine, the use of the Trust Property or any part thereof for Trust Purposes;

LEASE

- (vii) lease the Trust Property or any part thereof for such rent, for such term and with or without an option to the lessee to renew the lease or to purchase the property subject thereto and in all respects on such terms and conditions as the Trustees think fit;

BORROW
AND
MORTGAGE

- (viii) borrow moneys from any person (including any one or more of the Trustees) either with or without security and either at interest at any rate or without interest; and the Trustees may for the purpose of any such borrowing mortgage charge or otherwise encumber the Trust Property or any part thereof;

SELL OR
EXCHANGE

- (ix) sell or exchange the Trust Property or any part thereof for cash or other property on credit or partly for cash and partly on credit (either with or without taking a mortgage or other security to secure payment of any part of the purchase price) and at such price and on such terms and conditions as the Trustees may in their discretion think fit;

INVEST

- (x) (a) invest all or any of the Trust Property which in the opinion of the Trustees is not immediately required to be expended for Trust Purposes or in the exercise of the Trustees' powers as if they were the beneficial owners thereof and were not restricted to trustees investments but always subject to the investment criteria of the Brethren
(b) vary or transpose any investments on this same basis

LEND

- (xi) lend any moneys being part of the Trust Property to:
(a) the Trustees of any trust which is a Trust for purposes which are substantially Trust Purposes; or
(b) any corporation the principal objects of which are substantially Trust Purposes,
either at interest at any rate or without interest and upon such security as the Trustees think fit or without any security and in all respect on such terms and conditions as the Trustees think fit;

RECEIVE
GIFTS

- (xii) receive as accretions to the Trust Property gifts and benefactions of any kind whether inter vivos or testamentary

TRANSFER
TO OTHER
CHARITABLE
TRUSTS

- (xiii) pay transfer or apply the Trust Property or any part thereof or supply (or arrange for the supply of) goods, property or services to or for the benefit of any other trust which is a trust for Trust Purposes whether or not the trustees thereof include the Trustees or any of them or to any corporation limited by guarantee the principal objects of which are Trust Purposes and the memorandum of

- association of which prohibits the distribution of any of its income or property to its members;
- EMPLOY AGENTS (xiv) instead of acting personally, employ and pay any other persons to transact any business or to do any act of whatever nature in relation to the Trust Property or the Trusts hereof including the receipt and payment of money;
- COMPROMISE CLAIMS (xv) on such terms as the Trustees think fit compromise, compound abandon or accept any security real or personal for any debt or other claim relating to the Trust Property and for that purpose enter into and execute such releases agreements or assignments as the Trustees think fit;
- (xvi) to accept or refuse any money investments or property offered given bequeathed or devised to the Charity in cases where the Trustees in all the circumstances regard themselves as being under a moral obligation to do so and to decide (subject to any condition or term imposed by any donor or testator) whether the same or any part of it shall be held as capital or income of the Trust Fund
- DEDICATE LAND (xvii) transfer or dedicate any land or other property or any estate or interest therein to any public or local authority or for any public purpose;
- REFRAIN FROM SUING (xviii) refrain from suing or taking any action to enforce any debt or other claim relating to the Trust Property
- ACT ON ADVICE (xix) take and act upon the opinion of any solicitor or counsel practising in England and Wales as to the construction of this Deed or as to any matter arising under this Deed or relating to the trusts hereof;
- INDEMNIFY (xx) indemnify or reimburse themselves out of the Trust Property or any part thereof for any expenses or liabilities which they may reasonably incur in relation to the Trust Property or the trusts hereof or the performance or exercise of their duties and powers hereunder;
- EMPLOY CAPITAL OR INCOME (xxi) employ at their discretion capital or income of the Trust Property in the performance or exercise of any of their duties or powers hereunder; and
- DETERMINE WHETHER INCOME OR CAPITAL (xxii) determine whether any receipts or outgoings are to be as or charged to income or capital
- LIMITATION AS TO REAL PROPERTY (2) No land forming part of the Trust Property shall be:
- (a) used for the purpose of pecuniary profit;
- (b) disposed of (whether by sale or exchange or otherwise) by the Trustees unless the disposal has been previously sanctioned by a unanimous resolution of a meeting of the Congregation or, if there is

no Congregation, has the prior sanction of the minister of the Lord in the Recovery.

TRUSTEES' DISCRETION AND LIABILITY

3.

DISCRETION (1) Every discretion or power hereby conferred on the Trustees shall be an absolute and uncontrolled discretionary power and the Trustees shall not or shall any of them be held liable for any loss or damage accruing or suffered as a result of their exercising or concurring in an exercise of or refusing or failing to exercise or to concur in an exercise of any such power.

LIABILITY (2) No Trustee shall be liable for any loss not directly attributable to his own dishonesty or gross or wilful neglect or to the wilful commission by him of an act known by him to be a breach of trust and in particular he shall not be bound to take any proceedings against a co-trustee for any breach or alleged breach of trust committed by such co-trustee.

INSURANCE

4.

Notwithstanding anything herein contained or implied, the Trustees in recognition of their religious views are neither required nor expected to insure the Trust Property or any part thereof against fire or any other risk or liability whatsoever and shall not be personally liable or responsible in any way for any loss or damage to the Trust Property or any part thereof or any diminution of the Trust Property arising or resulting from any matter, cause or thing against which they might have insured.

BENEFITS TO TRUSTEES

5.

(1) A Trustee being a solicitor or accountant or person engaged in any other profession business or occupation may be employed in that capacity by the Trustees and shall be entitled to charge and be paid all professional and other charges for any business or act done by him or any firm of which he is a member or his or its clerks or employees in connection with the trusts hereof including any business or act which a Trustee not being a solicitor or accountant or person engaged in any other profession business or occupation could have done personally.

(2) Subject to paragraphs (1)(xx) of Clause 2 and to sub-clause (1) of this Clause 5 the Trustees shall not nor shall any of them receive any compensation remuneration or benefit out of the Trust Property or in relation to the trusts hereof.

PROTECTION TO PERSONS DEALING WITH TRUSTEES

6.

Neither the Charity Commission the Chief Land Registrar nor any other government department, instrumentality or officer nor any person dealing in good faith with the Trustees or any of them whether as vendor, purchaser, mortgagee or otherwise in any capacity whether of a like or different nature shall in any way be concerned to enquire or see whether the occasion for performing or exercising any of the trusts hereof or any power conferred on the Trustees hereunder has arisen or whether any condition has been fulfilled or authority given or as to the purpose of the Trustee in performing or exercising any of the trusts or powers hereof or whether any meeting has been held or has been regularly or properly convened or held or whether the provisions hereof or of the general law as

to the appointment removal or retirement of Trustees have been observed or otherwise howsoever as to the propriety or regularity of any act of the Trustees or to see to the application of any moneys paid to the Trustees and shall not be affected by the non-application or misapplication of any moneys paid to the Trustees.

TRUSTEES – NUMBER, APPOINTMENT, RETIREMENT AND REMOVAL

7.

NUMBER (1) The number of the Trustees shall be not less than three nor more than five.

ELIGIBILITY (2) No person shall be eligible to become a Trustee unless he is:
(a) a Member of the Congregation; or
(b) a person appointed pursuant to sub-clause (11) of this Clause
7

APPOINTMENT BY CONGREGATION (3) A meeting of the Congregation may by unanimous resolution at any time or from time to time appoint a person to be one of the Trustees and this power may be exercised:
(a) following the nomination by the Trustees to the meeting of the Congregation of a person to be appointed; or
(b) on the motion of a Member of the Congregation to the meeting of the Congregation,

PROVIDED THAT no appointment of a Trustee shall be made the effect of which would be to increase the number of Trustees to more than five

NOMINATION BY TRUSTEES (4) Whenever the number of Trustees is less than three the Trustees shall as soon as practicable nominate to a meeting of the Congregation a person whom they propose should be appointed as a Trustee

TRUSTEE ACT NOT TO APPLY (5) The power of appointing new or additional trustees conferred by Section 36 of the Trustee Act 1925 as amended does not apply in this deed (except as otherwise specifically provided)

CONTINUING TRUSTEES MAY ACT (6) Notwithstanding anything herein contained or implied the Trustees for the time being may perform and exercise all or any of their duties and powers hereunder although their number is less than three

RETIREMENT (7) A Trustee may retire from office by giving written notice to the other Trustees and shall do so if he ceases to be a Member of the Congregation PROVIDED THAT a Trustee who ceases to be a Member of the Congregation solely because the requirement in Clause 1(1)(d)(i) is not fulfilled shall not be required to retire as Trustee if and while circumstances exist which would enable the power of appointment and removal provided by sub-clause (11) of this Clause 7 to be exercised

CEASING TO FULFIL REQUIREMENTS (8) A Trustee who ceases to fulfil the requirement of Clause 1(1)(d)(iii) shall thereupon cease to be a Trustee

REMOVAL (9) (a) Subject to sub-clause (10) of this Clause 7 a Trustee may at any time or from time to time be removed from office by a unanimous resolution of a meeting of the Congregation (which meeting is hereafter in this Clause 7 referred to as “the meeting of the Congregation”)

(b) Following any appointment or discharge by unanimous resolution of a meeting of the Congregation under the foregoing provisions of this Clause a memorandum in evidence thereof shall be executed as a deed in accordance with the provisions of Section 83 of the Charities Act 1993 or any substituted statutory enactment for the time being in force or the trustees may alternatively confirm any such appointment or discharge by deed reciting the governing resolution

APPEAL AGAINST REMOVAL (10) (a) A Trustee who has been removed from office pursuant to sub-clause (9) of this Clause 7 may, at any time within 7 days after the meeting of the Congregation, appeal against his removal to the minister of the Lord in the Recovery by a letter posted to him a and a copy of which is delivered to each of the other Trustees within that period of 7 days

(b) A Trustee who has so appealed against his removal (hereinafter called “the Appellant”) shall not, until the appeal has been determined, act in any way in the trusts hereof and the other Trustees may, until such determination is made, perform and exercise all the duties and powers of the Trustees in the same manner and to the same extent as if the Appellant were not a Trustee.

(c) If the appeal of the Appellant is allowed he shall be deemed, but without prejudice to the powers of the other Trustees under paragraph (b) of this sub-clause (10) pending the determination of his appeal, not to have been removed from office.

(d) If the appeal of the Appellant is denied or if a Trustee, having been removed from office pursuant to sub-clause (9) of this Clause 7, does not appeal as herein provided, he shall be deemed to have been removed from office on the date of the meeting of the Congregation.

(e) The decision that an appeal in accordance with paragraph (a) of this sub-clause (10) be allowed or denied shall be in writing in the stipulated form and shall be final and conclusive.

APPOINTMENT AND REMOVAL WHERE NO CONGREGATION (11) In the event that for any period in which whether because there is no meeting room maintained by the Trustees or for any other reason, there are no Members of the Congregation as defined in Clause 1(1)(d) or there are not sufficient Members to form a quorum for a meeting of the Congregation then the power to appoint a person to be one of the Trustees and the power to

remove a Trustee from office shall vest in the minister of the Lord in the Recovery PROVIDED THAT no appointment shall be made under this sub-clause (11) the effect of which would be to increase the number of Trustees to more than five; PROVIDED FURTHER THAT any exercise of the power of appointment or removal conferred by this sub-clause (11) shall be by Deed

- CERTIFICATES (12) A certificate or memorandum to the effect that:
- (a) a Trustee has retired from office by written notice in accordance with sub-clause (7) of this Clause 7; or
 - (b) a person has ceased to be a Trustee pursuant to sub-clause (8) of this Clause 7;
- or
- (c) a Trustee has been duly removed from office pursuant to sub-clause (9) of this Clause 7 or sub-clause (11) of this Clause 7,

and signed by the Trustees other than that Trustee and also by any Trustee appointed to replace that Trustee shall, in favour of all persons, be conclusive evidence that the Trustee has retired, has ceased to be a Trustee or has been duly removed from office, as the case may be PROVIDED THAT a certificate that a person has ceased to be a Trustee pursuant to Sub-clause (8) of this Clause 7 shall not be issued without a prior sanction of a unanimous resolution of a meeting of the Congregation.

- FORMER TRUSTEE TO HAND OVER BOOKS ETC. (13) A Trustee who for any reason ceased to be a Trustee whether by retirement, removal, the operation of any of the preceding provisions of this Clause 7 or otherwise shall forthwith deliver to the Trustees for the time being all books, records, documents and other material pertaining to the Trust which is in his possession or under his control

TRUSTEES – PROCEEDINGS

- 8. (1) The Trustees shall have power to regulate the conduct of their business as such Trustees as they think fit.
- (2) The Trustees shall keep written minutes of their proceedings signed by at least two of the Trustees or, if there is only one Trustee, by that Trustee.

CHEQUES ETC.

- 9. Any cheque or order for payment of money signed by any two of the Trustees shall, if there be more than one Trustee, be valid and binding.

ACCOUNTS

- 10. Proper accounts showing the assets and liabilities of the Trustees as such Trustees and of all receipts and disbursements made by them hereunder shall be kept by the Trustees and as soon as may be after the **5th April** in each and every year the Trustees shall prepare a balance sheet as at the and a statement of financial activities for the period of twelve months ending on the **5th April** or in the case of

the first of such accounts for the period beginning with the commencement of the trusts hereof and ending on the **5th April** next thereafter.

AMENDMENT OF DEED OF TRUST

11. (1) Subject to the succeeding sub-clauses of this Clause 11 this Deed may from time to time be amended in any respect by Deed executed by all the Trustees.
- (2) The Trustees shall not amend this Deed pursuant to sub-clause (1) of this Clause 11 or otherwise unless the proposed amendment has been previously sanctioned by the minister of the Lord in the Recovery in writing in the stipulated form and, if a Congregation exists, by a unanimous resolution of a meeting of the Congregation.
- (3) No amendment to this Deed shall be made if as a result thereof the trusts of this Deed (as so amended) would not be charitable or would for any reason fail.
- (4) Notwithstanding any failure to comply with sub-clause (2) or (3) of this Clause 11 a deed executed or purporting to be executed in accordance with sub-clause (1) of this Clause 11 shall in favour of all persons dealing with the Trustees in good faith be conclusive evidence that the provisions hereof have been duly amended pursuant to this Clause 11 according to the terms of that deed.

DECLARATION OF FELLOWSHIP

- 12 (1) For the purposes of this Deed the minister of the Lord in the Recovery may by writing in the stipulated form declare whether any person is or was at the particular time in fellowship with the minister of the Lord in the Recovery.
- (2) If a declaration made under sub-clause (1) of this Clause 12 conflicts with a certificate issued under Clause 7(12) then the minister of the Lord in the Recovery may in writing in the stipulated form and with effect from the date thereof either:
- (a) confirm that the existing Trustees as at the date continue as the Trustees;
- or
- (b) reinstate or remove the former Trustee, in which case the minister of the Lord in the Recovery may also remove any of the existing Trustees as the minister of the Lord in the Recovery considers appropriate to give effect to the reinstatement;

PROVIDED THAT in no case shall the number of the Trustees be increased to more than five.

DELEGATION

- 13 (1) The minister of the Lord in the Recovery (“the Delegator”) may at any time or from time to time either generally, or as otherwise provided by the instrument of delegation, by writing in the stipulated form delegate to any

person ("the Delegate") all or any of the powers or functions (other than the power to decide an appeal as provided for by Clause 7(10) or the power of confirming or declaring as provided by Clause 14(9) conferred on him by this Deed including without limitation the power to sanction or confirm.

- (2) Subject to sub-clause (3) of this Clause 13 a power or function so delegated when exercised or performed by the Delegate shall for the purposes of this Deed be deemed to have been exercised or performed by the Delegator.
- (3) A delegation under this clause may be made subject to a power of review or alteration by the Delegator within a period specified in the instrument of delegation of acts done or functions performed in pursuance of the delegation.
- (4) Without limiting the power of delegation conferred by this clause a delegation under this clause:
 - (a) may be revoked or varied in writing in the stipulated form at any time;
 - (b) does not prevent the exercise of a power or the performance of a function by the Delegator;
 - (c) may be made to more than one person to be exercised by those persons jointly or as otherwise specified in the instrument of delegation;
 - (d) may be made to a person who is not a Member of the Congregation;
 - (e) shall cease to be operative if the Delegate ceases to be a person who is in fellowship as described in Clause 1(1)(c)(i);
 - (f) does not confer a power to delegate.

MEETINGS OF CONGREGATION

14.
 - (1) The Trustees or any two Members of the Congregation (hereinafter called "the Requisitionists") may from time to time when they think fit for the purposes of this Deed call a meeting of the Congregation.
 - (2) The Trustees or Requisitionists shall have an unfettered discretion to determine the date, time and place of any such meeting but shall (unless otherwise agreed by the Members of the Congregation then present and subject as hereinafter provided) give the Members of the Congregation notice thereof.
 - (3) Notice of any such meeting may be of any duration which the Trustees or the Requisitionists think fit and may be given to the Members of the Congregation in writing or orally at any meeting of the Congregation or by telephone or in any other manner the Trustees or Requisitionists think fit; in particular it shall not be necessary that notice be given to each Member of the Congregation or that the notice given to a Member of the Congregation be sufficient to enable him to attend the meeting or that the nature of the business to be

transacted at the meeting be specified, either generally or particularly, in the notice.

- (4) It shall not be necessary to give any notice of a regular meeting other than the oral notice mentioned in Clause 1(1)(f), and that notice need not specify, either generally or particularly, the nature of the business to be transacted at the meeting.
- (5) Any power conferred by this Deed upon a meeting of the Congregation may be exercised by any regular meeting or special meeting of the Congregation.
- (6) The Trustees or Requisitionists shall appoint a person to be chairman of any meeting of the Congregation and that person shall act as chairman of the meeting.
- (7) A quorum for a meeting of the Congregation shall be two Members of the Congregation.
- (8) For the purposes of this Deed a unanimous resolution of a meeting of the Congregation is a resolution to which no Member of the Congregation present at the meeting indicates that he objects.
- (9) In the event that a proposed resolution put to a meeting of the Congregation is not passed unanimously at the meeting, the Chairman shall forthwith send to the minister of the Lord in the Recovery a written account of the meeting and the proposed resolution and the minister of the Lord in the Recovery may either confirm that the resolution should not have been passed or make a declaration in writing in the stipulated form that the resolution should have been passed and in the event that such a declaration is made the proposed resolution shall for all purposes of this Deed have the same force and effect as if it were a unanimous resolution of a meeting of the Congregation held on the day on which the declaration is made.

WINDING-UP

15.

TRUSTEES (1) MAY WIND-UP TRUST

It is the intention of the Trustees that the Trust be a perpetual trust charitable at law, but the Trustees may at any time and for any reason determine that the Trust be wound up provided how-ever that no such determination shall be made by the Trustees unless they have previously obtained the sanction of the minister of the Lord in the Recovery in writing in the stipulated form and, if a Congregation exists the sanction of a unanimous resolution of a meeting of the Congregation

SURPLUS (2)

If upon the winding-up or dissolution of the Trust, and after the satisfaction of all its debts and liabilities, there remains any property whatsoever, that property must be given or transferred to another fund or institution which has objects or purposes similar to the purposes of the Trust and which is charitable at law

SIGNED AS A DEED

by the said STEPHEN LANDALL DICKSON

in the presence of:-



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)
) 


)
) MARK BEAUMONT
) 12 BELMONT GROVE MOTOR FACTOR
) RAUBON LEEDS LS19 6AL

SIGNED AS A DEED

by the said JONATHAN NIGEL EDWARDS

in the presence of:-



)
)
) 

SIGNED AS A DEED

by the said ROY HARDING

in the presence of:-



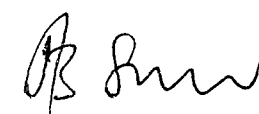
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SIGNED AS A DEED

by the said JAMES BRIAN SOULSBY

in the presence of:-



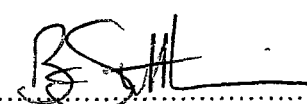
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SIGNED AS A DEED

by the said BRYAN CHRISTOPHER STUTTERHEIM

in the presence of:-



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) 

)
) LEE ARMSTRONGS
) 30 CANABA CRESCENT
) RAUBON LEEDS LS19 6LT
) JANITORIAL SUPPLIER