

SUPPLEMENTAL DEED

Relating to

THE CECCHETTI SOCIETY TRUST

THIS SUPPLEMENTAL DEED is made by the individuals whose details are set out at the end of this Deed (**Current Trustees**), being the Current Trustees of The Cecchetti Society Trust (**Trust**) and is made on the first day of December 2017.

BACKGROUND

- (1) This Deed is supplemental to the Declaration of Trust dated 20 March 1978 by Diana Barker, Frances Barbara Geoghegan, Ivor Forbes Guest, Peter James Pearson and Nora Winifred Snelling (**Founding Trust Deed**) whereby the Trust was established.
- (2) The Charity Commissioners for England and Wales approved and established a scheme under an Order dated 25 September 1995 (**Scheme**) giving the trustees from time-to-time of the Trust certain powers to alter the provisions of the Founding Trust Deed (and as subsequently amended under the power granted by the Scheme), subject to passing a resolution at a special meeting of the trustees from time-to-time.
- (3) The Founding Trust Deed was amended in accordance with the power granted under the Scheme on the various dates set out in Part 1 of the Schedule to this Deed. References in this Deed to the Founding Trust Deed shall mean the version of the Founding Trust Deed having been amended and as is in force immediately prior to the Amendment Date (as defined below).
- (4) The Trustees wish to amend the Founding Trust Deed as set out in this Deed with effect from the date of this Deed (**Amendment Date**). Part 2 of the Schedule to this Deed contains a conformed copy of the provisions of the amended Founding Trust Deed as shall apply from the Amendment Date.

AGREED TERMS

1. TERMS DEFINED IN THE FOUNDING TRUST DEED

In this Deed, unless otherwise defined in this Deed, expressions defined in the Founding Trust Deed and used in this Deed have the meaning set out in the Founding Trust Deed.

2. AMENDMENT

- 2.1 With effect from the Amendment Date, in exercise of power conferred on the Trustees by the Scheme and of all other relevant powers, if any, the Trustees amend the Founding Trust Deed as set out in the table in this clause 2.1:

PROVISION	AMENDMENT	WORDING OF PROVISION AFTER AMENDMENT
9 p)	Remove final sentence prohibiting Trustees from undertaking permanent trading activity.	"to take out any insurance policies as may be required to carry out the objects of the Trust and apply such part of the income of the Trust Fund as may be required for payment of premiums."
13 b)	Update punctuation at the end of the provision to use a semi-colon.	"For the purpose of giving effect to such nomination the Chairman of the Trustees is hereby nominated as the person to appoint new trustees of the Trust within the meaning of section 36 of the Trustee Act 1925 and he shall by deed duly appoint the person or persons so nominated by the Trustees as the new trustee or trustees of the Trust and the provisions of the Trustee Act 1925 shall apply to any such appointment. Any statement of fact in any such deed of appointment shall be conclusive evidence of the fact;"
13 c)	New provision to provide for term of appointment of Trustees and to allow for extension of the term.	"Each new trustee of the Trust shall be appointed for an initial term of 5 years and each such trustee may opt by written notice to the Chairman of the Trustees before the expiry of the initial term to extend the said term by a further 5 years."
14 a)	Change maximum number of Trustees from six to nine.	" <u>THE</u> number of Trustees shall not be more than nine nor less than three;"

2.2 Except as set out in clause 2.1, the provisions of the Founding Trust Deed shall continue in full force and effect. The parties acknowledge that the Founding Trust Deed as amended by this Deed shall be read and construed as the same appears as a conformed copy attached at Part 2 of the Schedule.

3. GOVERNING LAW AND JURISDICTION

- 3.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
- 3.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Deed or its subject matter or formation (including non-contractual disputes or claims).

4. COUNTERPARTS

- 4.1 This Deed may be executed in any number of separate counterparts, each of which when executed and delivered shall be an original, and such counterparts taken together shall constitute one and the same Deed.
- 4.2 Each party may evidence their execution of this Deed by transmitting by fax or by email a signed signature page of this Deed in PDF format together with the final version of this deed in PDF or Word format, which shall constitute an original signed counterpart of this Deed. Each party adopting this method of execution will, following circulation by fax or by email, provide the original, hard copy signed signature page to the Chairman for the time being of the Trust as soon as reasonably practicable.
- 4.3 This Deed shall not be effective until each party has executed and delivered one counterpart.

This document has been executed as a Deed and is delivered and takes effect on the date written above.

Executed By The Current Trustees	Signature (of Current Trustee and Witness)
<p>Signed as deed by: ELISABETH SWAN, of 28 Prykes Drive, Chelmsford, Essex CM1 1TP in the presence of:</p> <p>Witness: <u>CHENG LOO</u> Address: <u>133 EXETER ROAD</u> <u>HARROW HA2 9PG</u> Occupation: <u>Charity Secretary</u></p>	<p><u>Elisabeth Swan</u></p> <p><u>Cheng Loo</u></p>
<p>Signed as deed by: DAME MONICA MASON DBE, of 39 Lily Close, St Pauls Court, London W14 9YA in the presence of:</p> <p>Witness: Address: Occupation:</p>	<p><u>Monica Mason</u></p> <p><u>Cheng Loo</u></p>
<p>Signed as deed by: SANDRA MITCHELL, of 30 Osborne Road, Thornton Heath, Surrey CR7 8PB in the presence of:</p> <p>Witness: Address: Occupation:</p>	<p><u>Sandra A. Mitchell</u></p> <p><u>Cheng Loo</u></p>

<p>Signed as deed by: DIANE VAN SCHOOR, of 4 Hambleton, Burfield Road, Old Windsor, Berkshire SL4 2SJ in the presence of:</p> <p>Witness:</p> <p>Address:.....</p> <p>.....</p> <p>Occupation:</p>	<p><i>Diane van Schoor</i></p> <p>.....</p> <p><i>Cheryll</i></p> <p>.....</p>
<p>Signed as deed by: JOHN MORGAN, of 175 Defoe House, Barbican, London EC2Y 8ND in the presence of:</p> <p>Witness: <i>H.R.F. BLAKENEY</i></p> <p>Address: <i>VESTRY HOUSE</i>..... <i>NEWYORK ST LONDON EC1A 7BA</i></p> <p>Occupation: <i>DENTIST</i>.....</p>	<p><i>J Morgan</i></p> <p>.....</p> <p><i>H.R.F. Blakeney</i></p> <p>.....</p>
<p>Signed as deed by: CHRISTOPHER NOURSE, of Flat A, 278 Earls Court Road, London SW5 9AS in the presence of:</p> <p>Witness:</p> <p>Address:.....</p> <p>.....</p> <p>Occupation:</p>	<p><i>Christopher Nourse</i></p> <p>.....</p> <p><i>Cheryll</i></p> <p>.....</p>