

DATED

31 January.

**FILE COPY**  
2006

**THE MACFARLANE TRUST**

**DEED OF AMENDMENT**

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DEED OF AMENDMENT is made the 31 day of January 2006  
TER STEVENS, ELIZABETH BOYD, GORDON CLARKE, STUART GREGG,  
STOPHER HODGSON, PAT SPELLMAN, GRO-A GRO-A and  
MARK WINTER being the current trustees of the Macfarlane Trust, Alliance House, 12  
on Street, London SW1H 0QS ("the Trustees").

## INTRODUCTION

- (A) The Trustees are the trustees for the time being of the charity known as the Macfarlane Trust ("the charity"), a charitable trust with registered charity number 298863.
- (B) This deed is supplemental to a trust deed dated 10 March 1988 ("the Trust Deed"), as amended by deeds of variation dated 20 March 1989, 23 November 1996, 9 November 1999, 24 May 2000, a deed of confirmation and variation dated 23 November 1998 and deeds of amendment dated 24 January 2005, 3 June 2005 and 18 July 2005.
- (C) By clause 12 of the Trust Deed the Trustees may supplement or amend the provisions of the Trust Deed to the extent provided for in that clause.
- (D) The Trustees have agreed that the chairman and one other trustee shall execute this deed in order to make the following amendments to the Trust Deed pursuant to a resolution passed under section 82(1) of the Charities Act 1993.

## OPERATIVE PART

### NOW THIS DEED WITNESSES AS FOLLOWS:

- (1) Clause 10 (d) shall be amended to read as follows:-
- "(d) A Trustee may at any time by writing under his hand resign his trusteeship and he shall forthwith cease to be a Trustee if a bankruptcy order shall be made against him. Any vacancy in the number of DoH Trustees and Society Trustees shall be filled as soon as may be practicable."
- (2) The words "the Executive Committee of" shall be removed from the first line of clause 10(a)(ii).
- (3) Clause 2(e) shall be deleted.

- (4) Clauses 11, 12 and 13 shall be re-numbered clauses 12, 13 and 14.
- (5) The following new clause 11 shall be inserted:
- “(11) A Trustee shall not at any time be in receipt of any benefit from the Trust whether in money or money’s worth except: -
- (a) if permitted in writing by the Charity Commission or
  - (b) in accordance with clause 6(xiv) or clause 8 of the Trust Deed.”
- (6) The provisions of clause 6 of the Trust Deed shall be altered for the sake of clarity as follows:-
- (a) The word “to” shall be inserted at the end of the first sentence;
  - (b) The word “to” shall be removed from the beginning of clauses 6(i), 6(xii), 6(xiii), 6(xiv), and 6(xv) and the words following “to” in these clauses shall start with a capital letter;
  - (c) The sub-clauses in clause 6(vii)(a) shall be re-numbered (a.a), (a.b), and (a.c);
  - (d) The sub-clauses in clause 6(x) shall be re-numbered (a) – (f).
- (7) A consolidated version of the Trust Deed to show the amendments made by this and previous deeds of variation, consolidation and amendment is contained in the schedule to this deed.

**IN WITNESS WHEREOF** this deed has been executed the day and year first above written.

... deed by  
... presence of:

)  
)

GRO-C

... of witness

GRO-C

... (in BLOCK CAPITALS)

MARTIN HARVEY

ALLIANCE HOUSE, 12 CAYTON ST,

LONDON SW1H 0QS

... Occupation

CHIEF EXECUTIVE

... as a deed by  
... presence of:

)  
)

GRO-C

... Signature of witness

GRO-C

... (in BLOCK CAPITALS)

MARTIN HARVEY

ALLIANCE HOUSE, 12 CAYTON ST,

LONDON SW1H 0QS

... Occupation

CHIEF EXECUTIVE