

DATED TWENTY FIFTH OF JANUARY 2004

Nicolas Anton Lethbridge

and

Others

DECLARATION OF TRUST

establishing a Charitable Trust known as

The Queille Trust

THIS DECLARATION OF TRUST is made the Twenty Fifth day of January 2004 by
NICOLAS ANTON LETHBRIDGE OF 20 Crooms Hill, Greenwich London SE10 8ER, RACHEL
LETHBRIDGE of 20 Crooms Hill aforesaid, GERALD EDGAR GRIMSTONE of 34 Boscobel
Place, London SW1W 9PE and DAVID BENJAMIN HAROLD ASPINALL of The Hall, Shudy
Camps Park, Shudy Camps, Cambridge CB1 6RD

(hereinafter called 'the Trustees' which expression shall include the Trustees or Trustee for the time
being hereof).

WHEREAS:

- (1) It has been resolved to constitute a Trust for the charitable objects
hereinafter declared
- (2) The Trustees have raised the sum of £100 and intend to raise other funds and
accept gifts for the said objects

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as
follows:-

NAME 1. The Trust hereby constituted shall be known as The Queille Trust

(hereinafter called 'the Trust').

INTERPRET-
ATION 2. Throughout these presents (where the context so admits) the singular
shall include the plural.

THE TRUST FUND 3. The Trustees shall stand possessed of the said sum of £100 and of all
other money and property which may be paid or transferred to them
for the said objects and the investments and property from time to
time representing the same (hereinafter called 'the Trust Fund') upon

trust either to retain or sell the same and invest the proceeds in or upon any investments hereinafter authorised with power from time to time to change such investments for others of a like nature UPON TRUST that both the income and the capital thereof shall be applied at the discretion of the Trustees in pursuance of the said objects as hereinafter declared.

OBJECTS

4. The objects of the Trust are:
 - (i) for such purposes in the United Kingdom and elsewhere as are now and at any time in the future regarded as charitable in law primarily, but not exclusively by means of monetary grants to such charitable institutions as the Trustees in their absolute discretion shall determine but not so as to limit the foregoing:
 - (a) for the benefit of persons who are in necessitous circumstances;
 - (b) for the benefit of persons who, through their economic, social or other circumstances lack access to facilities for education.
 - (ii) to advance the education of the public in the performing arts particularly by organising, maintaining and otherwise supporting the Queille Festival.

POWERS

5. In furtherance of the said objects but not otherwise the Trustees shall have the following power:-
 - (i.) To employ and pay any person or persons not being a Trustee to supervise organise and carry on the work of the Trust and make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows, widowers and other dependants.
 - (ii.) To raise funds and invite and receive contributions from any person or persons whatsoever by way of loan subscription donation and otherwise.
 - (iii.) To carry on trade insofar as either the trade is exercised in the course of the actual carrying out of a primary object of the Trust or the trade is ancillary to the carrying out of the objects.

- (iv.) To co-operate and collaborate with voluntary bodies and statutory authorities operating in similar charitable fields and to exchange information and advice.
- (v.) To operate banking accounts in the name of the Trust provided that cheques drawn on such accounts shall not be signed by less than two authorised signatories.
- (vi.) To purchase take on lease or in exchange hire or otherwise acquire any property and any rights and privileges necessary for the attainment of the said objects and to construct maintain and alter any buildings or erections so necessary as aforesaid.
- (vii.) To make regulations for the management of any property which may be acquired.
- (viii.) Subject to such consents as may be required by law to sell lease or otherwise dispose of all or any of the property or assets of the Trust.
- (ix.) To invest Trust moneys not immediately required for the said objects in or upon such investments or securities or property as are authorised by the terms of this Deed.
- (x.) To permit any investments comprised in the Trust Fund to be held in the name of any clearing bank any trust corporation or any stockbroking company which is a member of the Stock Exchange (or any subsidiary of such company) as nominee for the Trustees and to pay any such nominee reasonable and proper remuneration for acting as such.
- (xi.) To arrange and provide for or join in arranging and providing for the holding of exhibitions meetings lectures workshops seminars and training courses.
- (xii.) To borrow or raise money (subject to such consents as may be required by law) for the said objects and accept gifts on such terms and on such security as shall be deemed to be necessary.
- (xiii.) To promote and carry out or assist in the promotion and carrying out of research surveys and investigations and publish the useful results thereof for the benefit of the public.
- (xiv.) To do all such other lawful things as are necessary for the attainment of the said objects.

POWER TO MAKE
REGULATIONS

- 6. Within the limits imposed by this Deed the Trustees shall have power to make vary and revoke Regulations for:
 - (a) the conduct of business including the time place and method of calling meetings of the Trustees;

- (b) the custody of moneys deeds securities and documents belonging to the Trust (including regulations enabling any property forming part of the Trust Fund to be vested in the names of any two or more of the Trustees);
- (c) the invitation to and appointment of such persons as they may select to be Patrons, Presidents or Vice Presidents of the Trust.

AMENDMENT

- 7. The Trustees may by deed or deeds stated to be supplemental hereto vary any of the provisions of this Deed provided that no amendment may be made to Clause 4 (the objects clause), Clause 16 (the winding up Clause) and this Clause without the prior consent in writing of the Charity Commission and no amendment may be made which would cause the Trust to cease to be a charity at law.

POWER TO
DELEGATE

- 8(a) The Trustees in addition to the powers conferred by Section 23 of the Trustee Act 1925 may employ any duly qualified or competent agent or servant to transact any or all business within the scope of his or her expertise of whatever nature required to be done in furthering the said objects and shall be entitled to be allowed and paid all reasonable and proper out-of-pocket expenses incurred by them provided that all acts and proceedings of such agent or servant to whom powers are so delegated shall be fully and promptly reported back to the Trustees as soon as possible and provided further that the Trustees shall exercise reasonable supervision over such agent or employee.
- (b) Any one or more of the Trustees may delegate the transaction of any business or the performance of any act required to be transacted or performed in the execution of the Trusts hereof and which is within the professional or business competence of such Trustee or Trustee provided that the Trustees shall exercise reasonable supervision over any Trustee or Trustees acting on their behalf under this provision and shall ensure that all their acts and proceedings are fully and promptly reported to them.

SECRETARY &
TREASURER

9. The Trustees may from time to time appoint some person to act as honorary secretary and some person to act as honorary treasurer of the Trust. Such persons may be (but need not be) Trustees.

PROCEEDINGS

- 10.(a) Three Trustees shall form a quorum and subject to Clause 12(c) hereof a meeting of Trustees at which a quorum is present shall be competent to exercise all or any of the powers and discretions vested in the Trustees.
- (b) The Trustees shall elect one of their number as Chair and shall determine the period for which he or she is to hold office.
- (c) The Chair may at any time and two Trustees jointly may at any time call a meeting of the Trustees.
- (d) The Chair shall preside at all meetings of the Trustees save that if at any meeting the Chair is not present within ten minutes after the time appointed for the same the Trustees may choose one of their number present to be Chair of that meeting.
- (e) Questions arising at any meeting shall be decided by a majority of votes (each Trustee present having one vote) and in case of an equality of votes the Chair shall have a second or casting vote.
- (f) The majority shall be a simple majority save in the circumstances contemplated by Clause 12(c)(iv) hereof.
- (g) Notice of every meeting shall be sent by the honorary secretary to each Trustee (other than a Trustee for the time being not in the United Kingdom). Any notice posted ten clear days before the date of the meeting shall be deemed to have been duly served.
- (h) Every notice of a meeting shall state the place day and hour of the meeting and the business to be transacted thereat.

RECORDS AND
ACCOUNTS

- 11.(a) The Trustees shall arrange for proper minutes to be kept in a book provided for the purpose of all their resolutions and proceedings and any such minutes of any meeting of the Trustees purporting to be signed by the Chair of such meeting or by the Chair of the next

succeeding meeting shall be conclusive evidence of the matters stated in such minutes.

- (b) The Trustees shall comply with their obligations under the Charities Acts with regard to:
 - (i) the keeping of accounting records for the Trust;
 - (ii) the preparation of annual statements of account for the Trust;
 - (iii) the auditing or independent examination of statements of account of the Trust; and
 - (iv) the transmission of the statements of account of the Trust to the Commissioners.

APPOINTMENT AND RETIREMENT

AND OF TRUSTEES 12.(a) A new Trustee may be appointed by a resolution of the Trustees recorded in the minutes and signed by the new Trustee and such record shall be conclusive evidence of his or her appointment.

(b) A Trustee may retire by writing under to the honorary secretary and such retirement shall be recorded in the minutes and shall be conclusive evidence of his or her retirement.

(c) The office of a Trustee shall be vacated if a Trustee:

- (i) is disqualified from acting as a Trustee by virtue of the Charities Acts;
- (ii) becomes incapable by reason of mental disorder illness or injury of managing and administering his or her affairs;
- (iii) resigns his or her office by notice in writing; or
- (iv) is absent from three consecutive meetings of the Trustees without good and sufficient reason and three quarters of the other Trustees pass a resolution that such Trustee shall be removed from office provided that a Trustee faced with removal shall have the right to be heard by the other Trustees before a vote is taken.

- (d) The number of Trustees shall not be less than three and in the event of their number falling below three such additional Trustees or Trustee shall forthwith be appointed as shall be necessary to make their number up to three but so that the Trustees may while their number is below three only act for the purpose of appointing additional Trustees or Trustee and for no other purpose.

PAYMENTS

13. No Trustee shall acquire any interest or receive any remuneration or be interested in the supply of goods or services at the cost of the Trust except in the following circumstances:
- (i) any Trustee for the time being a solicitor 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 or her firm when instructed by his or her co-Trustees so to act in that capacity in connection with the trusts hereof; or
 - (iii) from obtaining the repayment of reasonable and proper out-of-pocket expenses incurred in connection with the trusts hereof; or
 - (iv) the Trustees shall be entitled to effect policies of indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Trust: provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or a breach of duty and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees.

INDEMNITY

14. In the execution of the trusts hereof no Trustee shall be liable for any loss to the property of the Trust arising by reason of any improper investment made in good faith (so long as he or she shall have sought professional advice before making such investment) or for the negligence or fraud of any agent employed by him or by any other Trustee hereof or by reason of any other matter or thing other than

wilful and individual fraud or wrongdoing or wrongful omission on the part of the Trustee who is sought to be made liable.

PROTECTION

15. Any statement in writing signed by the Trustees or any two of them to the effect that any contract deed or act signed executed or done by the Trustees is signed executed or done in accordance with and is authorised by the Trust's powers and provisions herein declared and contained shall in favour of any purchaser or other person dealing with the Trustees be conclusive evidence of the fact.

WINDING-UP

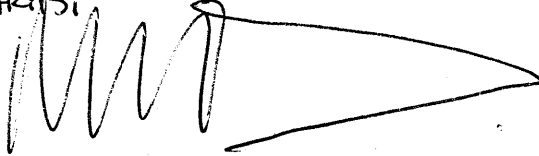
16. If at any time the Trustees unanimously decide that it is expedient to discontinue the Trust any assets remaining after the satisfaction of all its debts and liabilities shall not be paid to or distributed among the Trustees but shall be given to such other charitable institution or institutions having similar objects to the Trust as the Trustees shall in their absolute discretion decide.

IN WITNESS whereof the parties hereto have executed this Declaration of Trust as a Deed the day and year first before written.

SIGNED AS A DEED

by the said
NICOLAS ANTON
LETHBRIDGE

in the presence of
M L PERRY
34 CROOKS HILL
LONDON SE10 8ER
ARTIST



SIGNED AS A DEED

by the said
RACHEL LETHBRIDGE

in the presence of

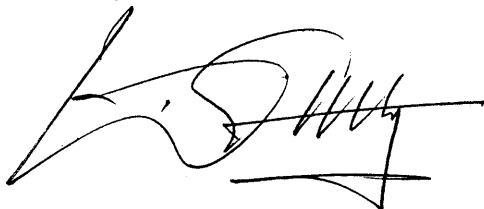
M L PERRY
34 CROOKS HILL
LONDON
SE10 8ER
ARTIST



SIGNED AS A DEED

by the said
GERALD EDGAR
GRIMSTONE

in the presence of



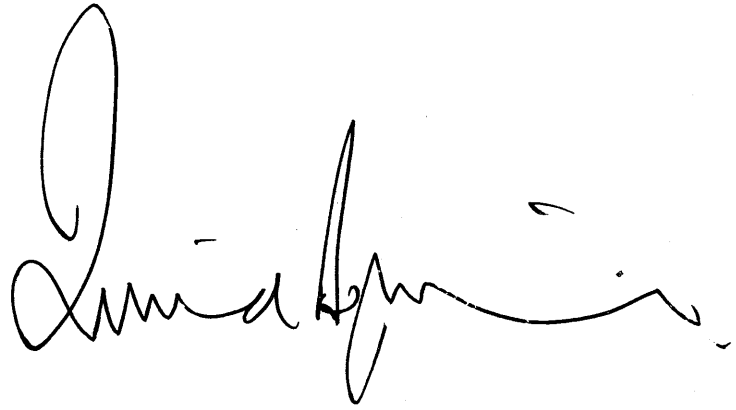
HURST FARM HOUSE

TRUXLE CROFT

EGHAM SURREY TW20 8QH



SIGNED AS A DEED
by the said
DAVID BENJAMIN
HAROLD ASPINALL
in the presence of

A handwritten signature in black ink, appearing to read "David Benjamin Harold Aspinall". The signature is written in a cursive style with a large initial "D" and a long horizontal stroke at the end.

GARY JAMES OLDS
WASH COTTAGE
53/54 THAXTED ROAD
DEBDEN
ESSEX CB11 3LS

FINANCIAL PLANNER.