

**THE BRITISH VETERINARY POULTRY ASSOCIATION
TRUST FUND**

I certify this to be a true copy of the trust deed of British Veterinary Poultry Association Trust fund.

SOP

S.A. Lister (Scholefield Mills)

THIS TRUST DEED is made the 4th day of MAY One Thousand and nine hundred and ninety four BETWEEN The British Veterinary Poultry Association on the one part and Marie Tate Farmer of 47 Common Lane Hemingford Abbots Cambs PE18 9AW David Parsons of 77 The Down Trowbridge Wilts BA14 7NG Stephen Andrew Lister of 125 Old Costessey Norwich Norfolk NR8 5DF Richard Charles Jones of 1 Kentridge Drive Sutton South Wirral L66 2SY (hereafter called "the trustees") of the other part



WHEREAS

The trustees have at the request of the British Veterinary Poultry Association agreed to act in the administration of the said Trust Fund with the first trustees holding £30,000 on the BVPA Trust declared in this deed and it is contemplated that further money or assets may be paid or transferred to the trustees upon the same trust

NOW THIS DEED IRREVOCABLY WITNESSES as follows:-

(1) THE Trust Fund hereby constituted shall be called The British Veterinary Poultry Association Trust Fund and is herein referred to as the "BVPA Trust"

(2) IN this deed the following expressions have the following meanings

(a) "the BVPA Trust Fund" means

- (i) all monies investments hereinafter paid or transferred by any person or persons to or so as to be under control of and (in either case) accepted by the Trustees as additions to the Trust Fund
- (ii) all accumulations (if any) of income directed to be held as an accretion to the capital of the Trust Fund
- (iii) the monies investments from time to time representing the said monies investments additions and accumulations

THE Trustees shall hold the capital and the income of the Trust Fund the monies available from the BVPA Trust will be advertised at the discretion of the Trustees the Trustees shall apply or cause to be applied the income to any one of the following objectives namely to advance education and to promote study and research in the poultry sciences by:-

(a) Sponsoring British Nationals and UK Residents to International meetings and for which the recipients will present a written report of the meeting within three months of the meeting for which sponsorship was awarded the report will detail the major findings of the meeting and will become the property of the BVPA Trust to publish the useful results thereof with the allocation of the award being split so that part thereof is paid prior to the meeting and the remainder on submission of the report

(b) Awarding scholarships to students to attend meetings/seminars in the United Kingdom and for which the recipients will present a written report to the trustees within three months of the attended meeting the report will detail the major findings of the meeting and will become the property of the BVPA Trust to publish the useful results thereof

(c) Awarding bursaries or studentships and maintenance allowances to graduate students in the field of poultry research to cover part or all of the costs of the project which would otherwise be postponed or dropped due to lack of funds the results of the funded research would be reported at a BVPA meeting and at the conclusion of the period of study produce a written report the useful results thereof to be published

(d) Sponsorship of eminent speakers to attend and present papers to BVPA meetings

(3) THE capital should remain intact and be used to generate the interest which will be used to achieve the objectives of the BVPA Trust

(4) IN furtherance of the BVPA Trust objectives but not further or otherwise the Trustees shall have the following additional powers:-

(a) to raise funds and invite contributions: Provided that in raising funds the trustees shall not undertake any substantial permanent trading activity and shall conform to any relevant statutory regulations

(b) to make regulations for the management of the BVPA Trust and for the conduct of the business of the Trustees and from time to time to amend such regulations

(c) to co-operate with other charities voluntary bodies and statutory authorities operating in furtherance of the objects or of similar charitable purposes and to exchange information and advice with them

(d) to establish or support any charitable trusts associations or institutions formed for the objects or any of them

(e) to delegate to any person who is in the opinion of the Trustees qualified for that purpose the management of or the making and changing of investments of the Trust Fund provided that such person shall give to the Trustees a full and prompt account of such activities concerning the Trust Fund

(f) to employ any person firm or company not being a Trustee to manage or assist in the managing of the Trust Fund upon such reasonable terms as the Trustees think fit and to pay a secretary and other officials or staff not being a trustee as the Trustees may in their discretion from time to time determine

(g) to arrange for the accounts of the BVPA Trust to be audited annually by a qualified accountant at the expense of the Trust Fund

(h) to implement decisions of the Trustees reached informally provided that such decisions are ratified at the next or subsequent meeting of the Trustees

(i) when making grants of any of the funds to any charitable organisation or charitable institution to accept as a good discharge in respect of any such funds the receipt of the treasurer or secretary or other authorised officer for the time being of such charitable organisation or charitable institution

(j) to alter the name of the BVPA Trust by deed with the consent of the Charity Commissioners

(k) to do all such lawful acts or things as shall further the attainment of the objectives of the BVPA Trust and so far as may be necessary to do such acts or things in collaboration with any person body institution authority or otherwise provided that no part of the Trust Fund shall be used or applied for a non-charitable purpose

(l) to commission promote publish distribute and sell books plans pamphlets facsimiles photographs models and other publications of every description provided that the same are in support and furtherance of the objectives of the BVPA Trust

(m) to invest any monies for the time being comprised in the Trust Fund and also any income of the Trust Fund in the hands of the Trustees and for the time being unapplied in the names or under the control of the Trustees in or upon any investments authorised by this deed with power to vary or transpose investments for or into others of any nature so authorised

(n) the Trustees shall pay out of the capital or income of the Trust Fund all costs of and incidental to the creation of the BVPA Trust

- (5) (a) THERE shall be five Trustees being:-
Current President of British Veterinary Poultry Association
Current Senior Vice President of British Veterinary Poultry Association
Current Treasurer of British Veterinary Poultry Association
A representative from the Poultry Research sector
An additional trustee nominated by the committee of British Veterinary Poultry Association

Each Trustee (with the exception of the Treasurer) will serve for a period of four years unless his duties are discharged by the committee of BVPA or the Trustees or unless he resigns

(b) the power of appointing new trustees shall be vested in the committee of the British Veterinary Poultry Association

(c) A new trustee or new trustees hereof may be appointed at any time (either by way of replacement or addition) but so that the total number of Trustees shall at no time exceed five

(d) A Trustee hereof may be appointed or discharged by the resolution of a meeting of the committee of the British Veterinary Association provided that a memorandum thereof shall be signed and sealed by the person presiding at such meeting and attested by two other persons at that meeting

(6) THE Trustees shall not nor shall any of them be accountable for any remuneration or other benefit received by them or any of them (whether as director auditor or other officer or otherwise) from any company in which shares stock debentures or other securities are for the time being held by the Trustees as trustees hereof except to the extent (if any) to which such remuneration or other benefit is received by the Trustee or any of them by reason of such shares stocks debentures or other securities being in the name of the Trustee or Trustees hereof and provided further that neither the Trustees nor any of them shall concur in exercising any voting rights in respect of any shares stock debentures or other securities comprised in the Trust Fund in such a way that a personal benefit is thereby secured to the Trustee or any of them

(7) THE Trustees shall have power to appoint as custodian trustee any corporation empowered so to act upon such terms as they shall think fit and may transfer the whole or any part of the Trust Fund to or under the control of such custodian trustee provided that the remuneration payable to such corporation shall in no case exceed what is provided for below

(8) Voting

A decision of the majority of the Trustees present and voting at any

duly constituted meeting thereof shall be valid and binding on all the Trustees

(9) Meetings

(a) The Chairman of the BVPA Trust will be the currently elected President of the British Veterinary Poultry Association

(b) The Chairman shall convene meetings of the Trustees as and when necessary but at least one meeting must be held annually

(c) The quorum for a meeting of the Trustees shall be four

(d) A record of the meeting will be kept

(10) (a) The Treasurer of the BVPA Trust will be the current Treasurer of the British Veterinary Poultry Association

(b) The Treasurer will prepare audited accounts once yearly and present them to a meeting of the Trustees

(c) The costs of administering the Trust Fund will be met from the Trust Fund

(11) THE Trustees shall not be bound to interfere in the management or conduct of the business of any company British or foreign the shares or securities of which compromise the whole or any part of the Trust Fund provided always that where the Trustees' holding of such shares is sufficient to confer voting control of the company concerned the Trustees shall nevertheless from time to time obtain such information from the company as would be made available to a non-executive director to satisfy themselves (so far as may be possible from such information) that the affairs of the company are being properly managed and in the absence of any notice to the contrary the Trustees shall be at liberty to leave the conduct of its business (including the payment or non-payment of dividends) wholly to the directors

(12) IN the professed execution of these trusts and powers no trustee being an individual shall be liable for any loss to the Trust Fund 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 for the negligence or fraud of any agent employed by him or by any other trustee hereof in good faith although the employment of such agent was not strictly necessary or expedient (provided reasonable supervision shall have been exercised) or by reason of any mistake or omission made in good faith by any trustee or by reason of any other matter or thing except wilful and individual fraud or wrongdoing or wrongful omission on the part of the trustee who is sought to be made liable

(13) (a) ANY trustee other than the Settlor or any spouse of the Settlor 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 firm when instructed by his co-trustee so to act in that capacity on behalf of the BVPA Trust hereby created

(b) ANY trustee being a corporation appointed to act as a custodian trustee may act on its published terms and conditions in force from time to time provided that this shall not authorise payment for any act done or services rendered by any director or other officer of such corporation in a personal capacity and provided further that such a corporation acting as a custodian trustee shall not be permitted to charge in excess of the remuneration chargeable for the time being by the Public Trustee for acting as custodian trustee

(14) IF at any time during the continuance of the BVPA Trust it shall appear to the Trustees that either by reason of changes in the law affecting the administration of the BVPA Trust or this or other trusts or of changes in social scientific educational or political conditions or by reason of any defect or omission in the preceding provisions of this deed it would conduce to the better administration of the trusts set up by this deed that the Trustees should possess or be invested with any further or administrative powers which the Trustees by any deed or deeds revocable or irrevocable to supplement or alter or amend the provisions of this deed to such an extent (but to such an extent only) as may in the opinion of the Trustees be requisite for the purpose of conferring on the Trustees such further or other administrative powers Provided Always that nothing in this clause shall authorise or be deemed to authorise any departure from or modification of the primary trusts declared hereby or the application of any part of the Trust Fund or the income thereof otherwise than in conformity with the trusts hereinbefore declared or for any purpose which is not an exclusively charitable purpose

(15) IF the purpose of the BVPA Trust can no longer be effectively carried out by them they shall wind up the BVPA Trust and after discharging the debts of the BVPA Trust out of the Trust Fund they shall transfer the remainder of the Trust Fund to such other charitable body or bodies having objectives the same as or similar to the BVPA Trust as the Trustees shall select

(16) NOTWITHSTANDING anything to the contrary hereinbefore contained no discretion or power by this deed conferred on the Trustees shall be exercised and no provisions of this deed shall operate so as to cause any part of the capital or income of the Trust Fund to become payable to or applicable for the benefit of the Settlor or any spouse of the Settlor or any person who shall contribute to the BVPA Trust or the spouse of any such person


(17) IT is hereby certified that this instrument falls within Category L in the Schedule to the Stamp duty (Exempt Instruments) Regulations 1987

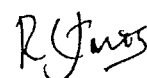
IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written

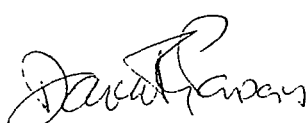
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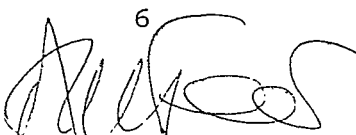
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S.A. LISTER


R.G. JONES.


DAVID G PARSONS


A-M FARMER.