

05.04.2019

Supplemental Deed

relating to

Spirit of 2012

## DATE

## PARTIES

- (1) The Big Lottery Fund, a non-departmental public body corporate established by Section 36A of the National Lottery etc. Act 1993 (the **Founder**); and
- (2) Spirit of 2012 Trustee Limited (company number 08474083) a private company limited by guarantee whose registered office is at Room S100, New Wind Somerset House, Strand, London WC2R 1LA (the **Trustee**).

Each a **party** and together the **parties**.

## BACKGROUND

- (A) This Deed is supplemental to the trust deed establishing Spirit of 2012 (registered charity number 1155110) (the **Charity**) dated 7 October 2013 entered into between the Founder and the Trustee (the **Trust Deed**), and a subsequent deed of amendment dated 25 March 2014, entered into between the Founder and the Trustee (the **Deed of Amendment**).
- (B) Under Clause 4 of the Trust Deed, the Trustee is permitted to spend the Trust Fund (as defined in the Trust Deed) and its income on the Charity's objects (as set out in the Trust Deed) in so far as possible by the expiration of ten years from the date of the Trust Deed (the **Endowment Term**).
- (C) The parties have agreed to extend the Endowment Term of the Charity by five years to a total period of 15 years.
- (D) In accordance with Clause 13.1 of the Trust Deed, the Trustee therefore wishes to amend the Trust Deed on the terms set out in this Deed to reflect the extended Endowment Term.

## AGREED TERMS

### 1. AMENDMENTS TO TRUST DEED

- 1.1 In exercise of the power conferred on the Trustee by Clause 13.1 of the Trust Deed, Clause 4 of the Trust Deed is hereby amended as follows:
  - 1.1.1 the phrase "ten years from the date of this Trust Deed" is deleted; and
  - 1.1.2 is replaced with the phrase "fifteen years from the date of this Trust Deed".
- 1.2 In accordance with Clause 13.5 of the Trust Deed, the Founder hereby confirms its prior approval of the amendment set out at Clause 1.1 above.

### 2. COUNTERPARTS

This Deed may be executed in counterparts, each of which, when executed and delivered, will be an original and which together will have the same effect as if each party had executed and delivered the same document. However, it will not be effective until each party has executed at least one counterpart.

### 3. GOVERNING LAW AND JURISDICTION

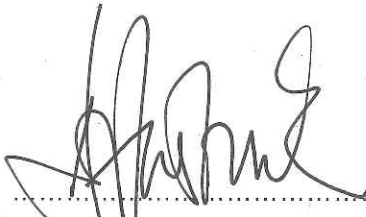
This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and both parties irrevocably submit to the exclusive jurisdiction of the English courts to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation.

**This document is executed as a deed and is delivered as a deed on the date stated at the beginning of this Deed.**

Executed as a deed by affixing the seal of )

**THE BIG LOTTERY FUND** )

and authenticated by an authorised officer )



Signature

Dawn Austwick

Name of authorised officer

Chief Executive

Title of authorised officer

Executed as a deed by **Spirit of 2012 Trustee Limited** acting by two directors



Director



Director