

DATED

26 December

2012

SAMUEL CHAIM HELLER (1)

JOHN JACKSON (2)

SYLVAIN KLEIN (3)

BARRY LIEBERMANN (4)

ALVIN RAPHAEL ORMONDE (5)

SUPPLEMENTAL DEED

Amending Trust Deed dated 9 September 1994

Relating to Hatzola Northwest Trust

HOWARD KENNEDY

19 Cavendish Square
London W1A 2AW

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Fax: +44(0)20 7491 2899

TMP/ALB1/H5031200.2

DATED THIS 26th day of December 2012

PARTIES:

1. **SAMUEL CHAIM HELLER** of 44 Princes Park Avenue, London NW11 0JT;
2. **JOHN JACKSON** of 47 Bridge Lane, London NW11 0ED;
3. **SYLVAIN KLEIN** of 44 Highfield Gardens, London NW11 9HB;
4. **BARRY LIEBERMANN** of 85 Highfield Avenue, London NW11 9TU; and
5. **ALVIN RAPHAEL ORMONDE** of 32 Sneath Avenue, London NW11 9AH (together "the Founder Trustees")

BACKGROUND

- (A) This deed is supplemental to the Declaration of Trust ("the Trust Deed") dated 9 September 1994 made by H Frydenson and the Founder Trustees and to a deed dated 24 September 2003 made between H Frydenson (1) the Founder Trustees (2) and L Blitz whereby Mr Frydenson retired as a trustee and Mr Blitz was appointed a trustee in his place. Mr Blitz was appointed for a period of three years from 24 September 2003 and consequently has retired from the trust created by the Trust Deed ("the Trust Fund").
- (B) Clause 27 of the Trust Deed gives power for the Trustees to amend the provisions of the Trust Deed by way of deed under the authority of a resolution passed at a special meeting of the trustees for the time being ("the Trustees").
- (C) The Trustees have in accordance with clause 27 of the Trust Deed passed a resolution at a special meeting of the Trustees authorising the amendment of the Trust Deed in accordance with the terms of this Deed.

OPERATIVE PROVISIONS

1. Pursuant to the authority contained in clause 27 of the Trust Deed the Trustees have resolved to amend clauses 1 and 8 of the Trust Deed so that as from the date of this deed:-
 - 1(A) Clause 1 of the Trust Deed shall be amended by adding a further definition as follows:

"Management Committee" – The Management Committee to which the Trustees have delegated powers of management and administration referred to in clause 6(17) of this deed.
 - 1(B) Clause 8 shall be treated as deleted and the following clause 8 shall be substituted in its place:-

"8. **Appointment of Trustees**

8.1 There shall be at least three Trustees.

- 8.2 Samuel Chaim Heller and John Jackson and Sylvain Klein and Barry Liebermann and Alvin Raphael Ormonde are confirmed as trustees of the Trust Fund and are not subject to retirement by rotation.
- 8.3 Additional Trustees may be appointed by a resolution of the Trustees passed at a special meeting called under clause 15. If a Trustee is appointed to replace a Trustee who is leaving office he or she may be appointed not more than three months before the other Trustee leaves office but shall not take place until the other Trustee has left office. In such cases the retiring trustee shall not be entitled to vote in favour of his or her own appointment. Additional Trustees shall have all the powers and obligations of a Trustee confirmed under the provisions of clause 8.2.
- 8.4 In addition to the persons appointed under clauses 8.2 and 8.3 as Trustees the Trustees shall have power to nominate not more than two persons as Trustees ("the Management Trustees") who are members of the Management Committee for the time being who are not already Trustees.
- 8.5 Subject to the provisions of clause 8.6 it is confirmed that a Management Trustee shall have all the powers and obligations of any Trustee confirmed or appointed (as the case may be) under the provisions of clauses 8.2 or 8.3.
- 8.6 Management Trustees shall be appointed on such terms as the Trustees shall decide but in any event any Management Trustee shall cease to be a Trustee in the event of such person ceasing to be a member of the Management Committee.
- 8.7 When any new Trustee is appointed the Trustees shall ensure that any land belonging to the Charity, which is not vested or about to be vested in the Official Custodian for Charities shall be or continue to be vested in a custodian trustee or a nominee (who may be Trustees).
- 8.8 If for any reason Trustees cannot be appointed in accordance with the foregoing provisions the statutory power for appointing new or additional Trustees shall be exercisable.
- 8.9 No-one shall be entitled to act as a Trustee whether on appointment or on any re-appointment as Trustee until he or she has expressly acknowledged in whatever way the Trustees decide his or her acceptance of the office of Trustee of the Charity.
2. The Trust Deed shall as from the date of this Deed be read and construed as though the terms and provisions of this Deed had been incorporated in the Trust Deed.

DELIVERED AS A DEED on the date of this document.

EXECUTED as a DEED by

SAMUEL CHAIM HELLER

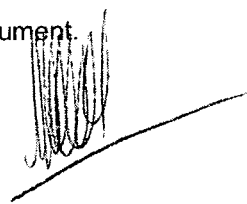
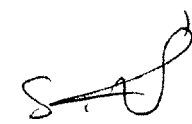
In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

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SAMUEL ZALCABERG.

26 SHERMAN AVE, LONDON NW11 0AH

Company Director.

EXECUTED as a DEED by

JOHN JACKSON


In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

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Davina Kesselman.
DAVINA KESSELMAN.
45 BRIDGE LANE
LONDON NW11 0ED.
Housewife.

EXECUTED as a DEED by

SYLVAIN KLEIN

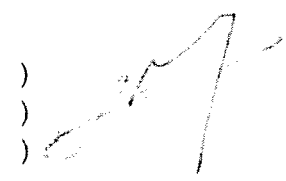

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

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E. Zalcberg

26, Sherman Ave.

Company Director.

EXECUTED as a DEED by
BARRY LIEBERMANN

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

SAMUEL ZALCBERG

26 SHELTON AVE, LONDON NW11 3AM

COMPANY DIRECTOR

EXECUTED as a DEED by
ALVIN RAPHAEL ORMONDE

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

SAMUEL ZALCBERG.

26 SHELTON AVE, LONDON NW11 3AM

COMPANY DIRECTOR

