

3985 JM14.

DATED 21 October 1999

TID/14.

SECRETARY OF STATE FOR DEFENCE

- to -

THE SCOUT ASSOCIATION TRUST CORPORATION

- acting for the -

THE 1ST TIDWORTH SCOUT GROUP

Counterpart

LEASE

- of -

land in the Parish of Tidworth
Wiltshire

RICHARD PADDOCK & PARTNERS
15 The Crescent Taunton Somerset TA1 4EA

C/01421/MFD

THIS LEASE is made the 21st day of October One thousand nine hundred and ninety-nine **BETWEEN** the **SECRETARY OF STATE FOR DEFENCE** (hereinafter called 'the Lessor' which expression where the context so admits includes the estate owner or owners for the time being of the reversion immediately expectant upon the term hereby granted) for and on behalf of Her Majesty of the one part and **THE SCOUT ASSOCIATION TRUST CORPORATION** whose registered office is at Baden-Powell House Queen's Gate London SW7 5JS as trustee for **THE 1ST TIDWORTH SCOUT GROUP** (hereinafter called respectively 'the Corporation' and 'the Group' and collectively called 'the Lessee' which expression where the context so admits includes the persons from time to time entitled to the term hereby granted) of the other part

WHEREAS

- (1) It is intended that this Lease should be supplemental to the Declaration of Trust made under the Seal of the Corporation dated the Twentieth day of March One thousand nine hundred and eighty-two and entitled 'the Scout Trust Deed 1982'
- (2) The Group is a body formed by The Scout Association in pursuance of its Royal Charter of Incorporation and is recognised by that Association in accordance with its rules

WITNESSETH as follows:-

1. IN consideration of the rent hereinafter reserved and of the covenants on the part of the Lessee and the conditions hereinafter contained the Lessor hereby demises unto the Lessee **ALL THAT** piece of land situate at Humber Lane in the Parish of Tidworth in the County of Wiltshire containing 0.525 acres or thereabouts which said piece of land is shown coloured pink on the plan numbered annexed hereto and is hereinafter called 'the said land' **TOGETHER** with (a) the right to erect and retain buildings (including a new replacement Scout Hut) on the said land or on some part thereof (b) the right at the end or sooner determination of this demise to remove any temporary or movable building which shall have been erected or placed on the said land the Lessee making good all or any damage occasioned by such removal and (c) the right (in common with the Lessor and all others having the like right) to use the existing water pipes drain pipes and electricity cables in under or over the Lessor's adjoining land **EXCEPTING AND RESERVING NEVERTHELESS** unto the Lessor:

- 1. I hereby certify that this is a true copy of the original*
Richard Liddell 28/11/99
- (a) the right to use the Lessor's adjoining land or any part thereof for whatever use or purpose the Lessor may require notwithstanding that any such use or purpose may interfere with or affect the Lessee's use and occupation of the said land
 - (b) the right to inspect construct erect maintain use refix replace and enlarge the Lessor's drains water pipes electric or telephone cables passing over on or under the said land and to lay new services over any unbuilt part of the said land together with the right to grant similar permission to any recognised public supply or service authority
 - (c) the right of access at any time over the said land for the purposes of the management of the woodlands thereon or for military training thereover
 - (d) Subject to the provisions of the Ground Game Act 1880 the Ground Game (Amendment) Act 1906 and the Agricultural Holdings Act 1986 the exclusive right for the Lessor and all others authorised by him in writing of entering the said land and of sporting thereon by shooting taking destroying killing and carrying away deer and all

manner of game including snipe woodcock wildfowl quails plover wood pigeons and landrail and of rearing and preserving the same and the right for the Lessor and such persons as aforesaid of entering the said land and of shooting hares and rabbits thereon **PROVIDED THAT** such rights hereby reserved to the Lessor shall not be exercised by him so as to prejudice the enjoyment by the Lessee of the rights and privileges hereby granted to the Lessee

(e) all timber and trees and shrubs in the said land or any part or parts thereof with the right to fell remove and clear the same **PROVIDED THAT** such rights hereby reserved to the Lessor shall not be exercised by him so as to prejudice the enjoyment by the Lessee of the rights and privileges hereby granted to the Lessee and subject to the Lessor making good forthwith any damage to the said land and any buildings thereon which may be caused as a result of the exercise of any of these rights and to ensure that any of these rights are exercised in a reasonable and safe manner

TO HOLD the same unto the Lessee upon trust for the general charitable purposes of the Group in accordance with the declaration of Trust hereinbefore recited on and from the 1st day of January One thousand nine hundred and ninety-eight for a term of **TWENTY-ONE YEARS** (hereinafter called 'the said term') **YIELDING AND PAYING** therefor during the said term yearly and so in proportion for any less time than a year the rent of **SIXTY POUNDS** such rent unless and until such rent shall be revised in accordance with and at the time specified in the provisions of the First Schedule hereto to be paid without deduction in advance by yearly payments on the 1st day of January in every year the first payment having become due on the 1st day of January One thousand nine hundred and ninety-eight

2. THE Lessee hereby covenants with the Lessor in manner following that is to say:-

- (1) To pay the rent hereby reserved at the times and in the manner aforesaid
- (2) From time to time and at all times during the said term to pay and discharge all rates taxes assessments charges duties impositions and outgoings whatsoever whether parliamentary parochial local or of any other description which are now or may at any time hereafter be rated taxed assessed charged levied or imposed upon the said land or be payable by the Lessor or Lessee in respect thereof
- (3) At all times during the said term to keep in good and substantial repair order and condition to the reasonable satisfaction of the Lessor the said land and all buildings and erections for the time being thereon and all additions thereto and the fixtures therein and the paths fences drains pipes cables and appurtenances thereto but excluding any drain pipes cables and other services the use of which is reserved to the Lessor or is used jointly with the Lessor and to keep the exterior of all buildings and erections for the time being on the said land in good decorative order and condition painting and otherwise treating the same at regular intervals in compliance with this obligation any unbuilt upon land comprised within the said land free from weeds and rubbish and in a neat and tidy condition and if used as a garden at the date hereof to keep the same in good state of cultivation and fertility **PROVIDED THAT** nothing herein contained shall be deemed to authorise the use of any part of the said land as agricultural land within the meaning of the Agricultural Holdings Act 1986
- (4) Not to erect or suffer to be erected any new buildings or erections nor make any alteration in or addition to the said land or any part thereof and in particular not to

remove any soil or sub-soil from the said land without the prior written consent of the Lessor

- (5) To dismantle demolish and dispose of the existing Scout Hut on the said land in a safe and proper manner as approved by and to the satisfaction of the Lessor and in compliance with all regulations byelaws and directions of any public or local authority
- (6) Not to assign underlet grant any licence in respect of or part with the possession or share the occupation of the said land or any part thereof except that the Lessee may
 - (a) without obtaining the consent of the Lessor share the occupation of or hire out the said land or any buildings thereon with or to another Scout body of the Scout Association or local Guides Groups provided that no relationship of landlord and tenant is thereby created and
 - (b) after first obtaining the prior written consent of the Lessor (which consent shall not be unreasonably withheld)
 - (i) assign the whole of the said land to the trustees for another Scout body of the Scout Association and/or
 - (ii) hire out the said land or any buildings thereon to local community organisations provided that no relationship of landlord and tenant is thereby created
- (7) ~~Not to do or suffer to be done on the said land or all buildings and erections for the time being thereon or any part or parts thereof any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Lessor or his lessees or the occupiers of any adjoining or neighbouring houses or the neighbourhood~~
- (8) Not to use ~~or suffer the said land to be used~~ otherwise than for Scouting and ancillary purposes and for the erection of a new replacement Scout Hut
- (9) Not to carry out any development of the said land which would require planning permission under the Town and Country Planning Act 1990 without the previous consent in writing of the lessor and (if the Lessor shall so consent) to obtain all requisite permissions for such development and pay all expenses in respect thereof and also to pay any expenses incurred in complying with any notice order or direction or other matter relating to the said land given pursuant to the said Act and to give full particulars to the lessor within twenty-eight days of the receipt thereof of any notice relating to the said land served on the Lessee by a Local Planning Authority under or by virtue of the Town and Country Planning Act 1990 and if so required by the lessor to produce the same to him and not to do or permit or suffer to be done or permitted any act matter or thing in or respecting the said land in contravention of any of the provisions of the Town and Country Planning Act 1990 **PROVIDED ALWAYS** that for the purpose of this Lease reference to the Town and Country Planning Act 1990 shall be deemed to include references to any Act or Acts for the time being amending or re-enacting the same and any orders regulations or directions issued thereunder
- (10) From time to time during the said term to pay on demand all costs charges and expenses properly and reasonably incurred by the Lessor in or in relation to abating a

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Lease of Scout Hut Humber Lane, Tidworth

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nuisance on the said land and all buildings and erections for the time being thereon and all expenses (including Solicitors costs and Surveyors fees properly incurred by the Lessor in or about the preparation and service of a notice under Section 146 or 147 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

- (11) To execute all such works as are or may under or in pursuance of any Act or Acts of Parliament already or hereafter to be passed be directed or required by any public or local authority to be executed at any time during the said term in or in respect of the Lessee's use and occupation of the said land
- (12) Not to cut fell lop top or injure any timber trees or shrubs which may be growing on the said land
- (13) To permit the Lessor or his servants or agents with or without workmen or others at all reasonable times to enter into and upon the said land for the purpose of inspecting the same and of doing repairs or making alterations to any adjoining premises of the Lessor or to any apparatus fixtures or fittings thereon and of all defects and wants of repair or maintenance then and there found in relation to the said land to give or leave on the said land notice in writing to the Lessee and that the Lessee will within two months after such notice or sooner if requisite repair and make good the same according to such notice and the agreement in that behalf hereinbefore contained
- (14) To observe and comply with any local and national security arrangements and any bye-law or regulations which may from time to time be in force in respect of the Ministry of Defence property at Tidworth insofar as such arrangements bye-laws or regulations shall apply to the said land and the rights enjoyed therewith and to use his best endeavour to ensure that all persons coming into the said land with the consent of or at the invitation of the Lessee shall at all times observe and comply with such arrangements bye-laws and regulations
- (15) At all times during the said term to keep all buildings and erections for the time being on the said land insured against loss or damage by fire explosion storm tempest or aircraft and such other risks as shall usually be insured against or required to be insured against by the Lessor in some responsible office approved by the Lessor in a sum equal to the full value thereof and in the joint names of the Lessor and the Lessee and whenever required but no more than once a year to produce to the Lessor or his agent the policy of insurance and the receipt for the last premium in respect of such insurance and in case of destruction or damage of any of the said buildings or erections by any of the causes hereinbefore mentioned then and as often as the same shall happen the moneys received in respect of such insurance shall forthwith be laid out in re-building repairing or otherwise reinstating the same in a good and substantial manner to the reasonable satisfaction of the Lessor and in case such moneys shall be insufficient for such purpose the deficiency shall be made good by the Lessee
- (16) Not to affix or permit to be affixed any external wireless or television aerial brackets stay or ancillary wiring on or to the said land or any building or erection for the time being thereon until written approval has been given by the Lessor and then only in accordance with any reasonable conditions he may impose provided that the Lessor's approval shall not be unreasonably withheld

- (17) Not to exhibit upon the said land or on the exterior of any buildings or erections for the time being thereon any advertisements signs posters except that this clause shall not prohibit the Lessee from affixing on the premises a sign of reasonable proportions and design first approved by the Lessor indicating the title of the 1st Tidworth Scout Group and similarly a notice board to indicate the Group and similarly a notice board to indicate the Group's programme and activities
 - (18) During the last month of the said term or the earlier determination thereof to allow the Lessor or his agents to exhibit a letting board or bill on any part of the said land and to permit the said land to be inspected at any time by prospective tenants or lessees
 - (19) On the determination of the said term if so required by the Lessor forthwith at the sole cost of the Lessee to remove any buildings and erections for the time being thereon and to level and reinstate the sites thereof and the said land and to leave the same in a neat and tidy condition
 - (20) On the determination of the said term peaceably and quietly to deliver up to the Lessor possession of the said land and all fixtures thereon (other than Lessee's fixtures) together with all additions thereto (other than buildings and erections which the Lessee is required to remove under the preceding sub-clause hereof)
 - (21) To indemnify the Lessor and the Crown against all costs charges expenses actions claims and demands in respect of any damage or injury (including injury resulting in death) to any property or person arising by reason of this Lease or anything done or purported to be done pursuant to the provisions hereof (including without prejudice to the generality of the foregoing any damage accidental or otherwise which shall arise or accrue to any adjoining lands or the owners or occupiers thereof) and which do not arise as a result of any rights granted to the Lessor in this Lease and to be responsible for and to make good or pay compensation for any such damage or injury to the satisfaction of the Lessor **AND** this indemnity shall extend and apply to all sums payable (whether or not the payment thereof is legally enforceable) under any Statute Order Regulation Instruction Warrant or otherwise to any officer servant or agent of the Crown or the personal representatives or dependants of any such person in respect of any such damage or injury **PROVIDED ALWAYS** that the Lessor shall be at liberty to settle as he may think fit after consultation with the Lessee any such actions claims or demands by payment of such sum or sums as he in his discretion may consider reasonable and he may in his discretion cause any such damage to be reinstated and made good and the expenses incurred by him in so doing or in making any such payment shall be repaid by the Lessee to the Lessor on demand and **PROVIDED FURTHER** that this indemnity shall not extent to the proportion (if any) of any such damage or injury caused or contributed to by the negligent act or default of any officer servant or agent of the Lessor of the Crown acting within the scope of his employment
 - (22) To pay on demand by the Lessor all charges for disposal services water sewerage and electricity supplied to the said land and the buildings and erections for the time being thereon (including charges for making connections to the supply systems and any appropriate standing charges) at the rates which shall apply from time to time in the Tidworth area
3. **THE** Lessor hereby covenants with the Lessee that the Lessee paying the rent hereby reserved and performing and observing the several covenants and conditions and agreements

on the part of the Lessee herein contained shall and may peaceably and quietly hold and enjoy the said land and the rights hereby granted during the said terms without any lawful interruption or disturbance from or by the Lessor or any other person claiming under or in trust for him

4. **PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED:-**

- (i) It shall be lawful for the Lessor while the Lessor's interest in the said land belongs to or is held for the purpose of a Government Department to terminate the Lease of the whole or part of the said land at any time after the giving of a certificate pursuant to Section 57(1) of the Landlord and Tenant Act 1954 that it is requisite for the purpose of a Government Department that the use or occupation of the said land or part thereof shall be changed such termination to take effect by the Lessor giving to the Lessee not more than twelve nor less than six months previous notice in writing of the date on which the said term is to terminate **PROVIDED THAT** the notice contains a copy of such certificate
- (ii) It shall be lawful for the Lessor to terminate this Lease at any time on the giving of a certificate pursuant to Section 58(1) of the Landlord and Tenant Act 1954 that for reasons of national security it is necessary that the use or occupation of the said land should be discontinued or changed by one month's notice to quit given by the Lessor **PROVIDED** that the notice contains a copy of such certificate And after the giving of such a notice containing a copy of such certificate this tenancy shall not be one to which Part II of the said Act applies and upon the expiration of any such notice this Lease shall determine but without prejudice to any right or remedy which the Lessor may have against the Lessee in respect of any antecedent breach of any of the agreements on the part of the Lessee or conditions herein contained
- (iii) If and whenever the rent hereby received or any part thereof shall be unpaid for twenty one days next after any of the days whereon the same ought to have been paid in accordance with the terms of these presents (whether the same shall or shall not have been legally or otherwise demanded) or if and whenever the Lessee shall not observe and perform and keep all and singular the several provisions covenants conditions and agreements whether affirmative or negative hereinbefore contained and on the Lessee's part to be observed and performed and kept or if a Receiving Order in Bankruptcy shall be made against the Lessee or if the Lessee shall make any assignment for the benefit of or enter into any arrangement for composition with his auditors or suffer his effects to be taken in execution under the Judgement of a Court of Law or being a Company shall go into liquidation then and in every such case without any demand whatsoever it shall be lawful for the Lessor or his agents immediately to enter in and upon and take possession of the said land and the Lessee and all persons claiming under the Lessee for ever to expel and remove therefrom and thereupon the said term shall cease and determine but without prejudice to the rights of either party against the other in respect of any breach of any of the covenants and conditions herein contained
- (iv) If the Lessee shall at any time make default in the performance or observance of any of the agreements and provisions hereinbefore contained for or relating to the repairs and decoration and making good of the said land or any buildings or erections for the time being thereon it shall be lawful for the Lessor (but

without prejudice to the other rights or remedies he may have) to enter upon the said land and any buildings or erections for the time being thereon and repair decorate or make good the same at the expense of the Lessee and the reasonable costs and expense of such repairs shall be repaid by the Lessee to the Lessor on demand

- (v) Any notice required to be given under this Lease shall be in writing and any notice to the Lessee shall be deemed to be sufficiently served if addressed to the Lessee and left or sent by registered or recorded delivery post to the last known place of abode in England or Wales of the Lessee and any notice to the Lessor shall be deemed to be sufficiently served if forwarded by registered or recorded delivery post to the Ministry of Defence Defence Estate Organisation (Lands) Estate Office Durrington Salisbury Wiltshire SP4 8AF and that any notice sent by post shall be deemed to be given at the time when it ought in due course of post to be delivered to the address to which it is sent
- (vi)
 - (1) The Lessor shall on the written request of the Lessee served on the Lessor at least six calendar months before the expiration of the said term at the expense of the Lessee grant to the Lessee (provided that at the expiration of the said term the said land can both lawfully and physically be used as a scout hut and there is not any existing breach or non-observance of the covenants on the part of the Lessee herein contained which would entitle the Lessor to forfeit this Lease and in respect of which relief would not be available) a new lease ("New Lease") of the said land for a further term of twenty one (21) years ("Renewal Term") from such expiration at the rent the New Lease Rent as defined in the Second Schedule hereto
 - (2) The New Lease shall contain the same covenants and provisos as are contained in this Lease with the exception of this Clause 4(vi)
 - (3) On the grant of the New Lease the Lessee shall execute a counterpart of it **PROVIDED** that this option shall become null and void if it is not registered as a Class C(iv) land charge under the Land Charges Act 1972 Section 2(4) or protected by registration of a notice under the Land Registration Act 1925 Section 49(1) as appropriate within the period of three months from the date of this deed

- 5. The liability of the Corporation under the covenants herein contained and on the part of the Lessee to be observed and performed and the liability under such covenants of its successors in title being trustee(s) for the time being of the Group shall be limited to the amount of the assets of the Group whether or not in its hands but nothing herein contained shall affect any powers or remedies of the Lessor in respect of any breach non-observance or non-performance of the said covenants except as regards the liability of the Corporation being such trustee as aforesaid provided always that the foregoing shall not limit the Lessee's liability to meet claims in respect of public liability risks
- 6. The said land will as a result of this Lease be held by the Corporation in trust for a charity known by the name of the Group which is not an exempt charity and the restrictions on disposition imposed by Section 36 of the Charities Act 1993 will apply subject to sub-section (9) of that section

IN WITNESS whereof the Corporate Seal of the Lessor has been hereunto affixed
and the Lessee has ~~caused its Common Seal to be hereunto affixed~~ the day month and year
first above written *executed this document as a deed*

THE FIRST SCHEDULE

- (1) As from the end of the seventh year and each succeeding seven year period of the said term the yearly rent payable hereunder shall if either party shall so desire and shall give to the other notice in writing to that effect not more than three quarters nor less than two quarters before the end of the seventh year and each succeeding seven year period of the said term as the case may be revised so as to represent the rent payable at the expiration of each seven year period the full yearly market rental as hereinafter defined of the said land as it shall be at the end of each seven year period of the said term as the case may be whichever shall be the greater (assuming the said land to be fully maintained and repaired in accordance with the Lessor's covenants in this Lease contained) and any such notice shall specify the revised rent which the party giving such notice considers shall be payable
- (2) Such full yearly market rental shall be agreed between the Lessor and the Lessee but in the event of failure to agree a revised rent before the last quarter day prior to the end of the seventh year and each succeeding seven year period of the said term as the case may be the revised rent shall be ascertained by reference to a Surveyor to be appointed for the purpose by the parties and failing agreement to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors at the request of the Lessor or the Lessee or both of them and the reference to such Surveyor shall be deemed to be a reference to him as an arbitrator in accordance with the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force
- (3) The full yearly market rental for the purpose of this Lease shall mean the rent at which the said land is worth to be let with vacant possession in the open market as a whole between a willing lessor and a willing lessee for the remainder of the said term outstanding at the end of such seventh year of any succeeding seven year period of the said term as the case may be on the following assumptions:-
 - (i) that the said land is let on the open market as an area of open ground with consent for the erection of a Scout Hut
 - (ii) upon the terms and conditions of this Lease (excepting stipulations in this Lease as to the amount of the rent but including like provisions as to rent revision from any later date herein specified) and
 - (iii) without any fine or premium being taken

and there being disregarded:-

- (i) any effect on rent of any tenants or trade fixtures or fittings installed in the said land by the Lessor or any occupying tenant or of any improvements or additions carried out to the said land otherwise than in pursuance of any obligation under this Lease

- (ii) any effect on rent of the fact that the Lessee has been in occupation of the said land and
 - (iii) any goodwill attached to the said land by reason of the business carried on thereat
- (4) Unless such revised rent has been agreed or determined before the beginning of the period to which it is to relate the rent then payable shall continue to be payable until such revised rent has been agreed or determined and the amount of any difference between the existing rent and the revised rent calculated from the end of such seventh year or succeeding seven year period as the case may be shall be added to or deducted from the next instalment of rent due after the revised rent has been agreed or determined and in the case of a reduction from subsequent instalments if necessary
- (5) When the amount of the revised rent to be agreed or ascertained as hereinbefore provided shall have been so agreed or ascertained memoranda thereof shall thereupon be signed by or on behalf of the Lessor and the Lessee and annexed to this Lease and the counterpart thereof and parties shall bear their own costs in respect thereof

THE SECOND SCHEDULE

- (1) The rent for the said further term shall be agreed between the Lessor and the Lessee but in the event of failure to agree a new rent before three calendar months prior to the end of the said term the new rent shall be ascertained by reference to a Surveyor to be appointed for the purpose by the parties and failing agreement to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors at the request of the Lessor or the Lessee or both of them and the reference to such Surveyor shall be deemed to be a reference to him as an arbitrator in accordance with the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force
- (2) The New Lease Rent for the purpose of the New Lease shall mean the rent at which the said land is worth to be let with vacant possession in the open market as a whole between a willing lessor and a willing lessee for the Renewal Term on the following assumptions:-
- (i) that the said land is let on the open market as an area of open ground with consent for the erection of a scout hut
 - (ii) upon the terms and conditions of this Lease (excepting stipulations in this Lease as to the amount of the rent but including like provisions as to rent revision) and
 - (iii) without any fine or premium being taken

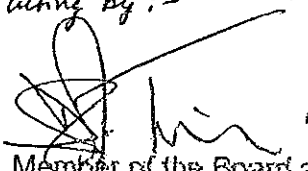
and there being disregarded:-

- (i) any effect on New Lease Rent of any tenants or trade fixtures or fittings installed in the said land by the Lessor or any occupying tenant or of any improvements or additions carried out to the said land otherwise than in pursuance of any obligation under this Lease

- (ii) any effect on rent of the fact that the Lessee has been in occupation of the said land and
- (iii) any goodwill attached to the said land by reason of the business carried on thereat
- (3) Unless such New Lease Rent has been agreed or determined before the beginning of the Renewal Term the rent payable immediately before the expiration of the said term shall continue to be payable until such New Lease Rent has been agreed or determined and the amount of any difference between the existing rent and the New Lease Rent calculated from the expiration of the said term shall be added to or deducted from the next instalment of rent due after the New Lease Rent has been agreed or determined and in the case of a reduction from subsequent instalments if necessary

Executed by
~~THE COMMON SEAL of THE SCOUT~~)
~~ASSOCIATION TRUST CORPORATION~~)
~~was hereunto affixed in the presence of:-~~)

Acting by :-


Member of the Board and Management

Margaret M. [illegible]
Secretary