

## RESOLUTION

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### FRIENDS OF LAVELL'S LAKE (the "Association")

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IT WAS RESOLVED that:

1. Pursuant to Rule 10 of the Constitution the Association would convey, transfer, assign and/or deliver with effect from 1 August 2018 (the "Effective Date") to Lavell's Wetland Trust (charity number 1176960) (the "Charity") and the Charity would acquire and take over:
  - 1.1 all office equipment, vehicles, stationery, books, publications and other stocks, furniture, fixtures and fittings of the Association;
  - 1.2 the benefit of all subsisting contracts, commitments, engagements, orders and covenants including the right of the Charity to novate the same (subject to the consent of the other parties thereto) and including all book debts due and owing to the Association;
  - 1.3 the cash in hand and at banks and investments in the name of or held on behalf of the Association;
  - 1.4 the benefit of any policies of insurance existing up to the Effective Date covering any liabilities of the Association taken out by the Association and of any claims pending thereunder;
  - 1.5 all intellectual property rights together with the benefit and subject to any contracts with third parties for the exploitation thereof;
  - 1.6 all other (if any) assets, liabilities and undertakings including the goodwill of the Association;
2. completion of the transfer of assets and undertaking shall take place on the Effective Date or at such later date as the Association and the Charity may agree, whereupon the Association shall:
  - 2.1 cause to be delivered to the Charity all the assets hereby agreed to be transferred which are capable of passing by delivery and a duly executed assignment of all the other assets to be transferred hereby not capable of passing by delivery; and
3. in cases where the Association has entered into agreements or contracts with third parties on terms whereby the purported assignment or novation thereof would be a breach of or otherwise cause or entitle such third parties to terminate such agreements or contracts, the Association shall use its best endeavours to obtain the agreement of such third parties to such assignment or novation, and if that agreement is not obtained, then such agreements or contracts shall not be or be

deemed to have been so assigned or novated and the same shall continue and subsist in the name of the Association but on the basis that:

- 3.1 the Association shall not incur any liability thereby;
- 3.2 the obligations of the Association under such contract shall be performed by the Charity in accordance with their respective terms;
- 3.3 in consideration of such performance, the Association shall direct or procure that all payments due to it under such contracts in respect of work carried out by the Charity after the Effective Date shall be paid to the Charity; and
- 3.4 the Association shall on behalf of the Charity take such action and enforce all claims arising under such agreements or contracts against such third parties upon receiving the written request of the Charity so to do together with an indemnity from it in terms reasonably satisfactory to the Association against all costs claims or losses arising or to be incurred by the Association in respect thereof;
4. the Association will warrant that with regard to the property and assets herein agreed to be transferred, all documents of title shall on being requested be produced to the Charity and insofar as the title to any of the property or assets is as a result of such inspection found not to be properly vested in the Association the Association shall procure the execution of all such other documents and do or procure the doing of all such other things as may be necessary to vest the same in the Charity;
5. the assets transferred in accordance with this Resolution are being transferred in their present state and no warranty, condition, term or representation, express or implied, statutory or otherwise, as to the condition, quality, accuracy, performance, merchantability or fitness for intended purpose of the said assets or the existence or extent of any third party rights or claims in relation thereto is given or assumed by the Association and all such warranties, conditions, terms and representations are excluded to the fullest extent permitted by law;
6. the Association shall take all necessary steps and co-operate fully with the Charity to ensure that it obtains the full benefit of the assets and undertaking of the Association and shall execute such documents and take such other steps (or procure other necessary parties so to do) as are reasonably necessary or appropriate for vesting in the Charity all their rights and interests in such assets and undertaking; and
7. on completion of the transfer of the assets and undertaking to the Charity, the Association will thereupon dissolve.



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Fraser Cottington - Chairman