

APPROVED CONDITIONAL GIFT MEMORANDUM

Dated 200.....

1. PARTIES

- (a) **THE BLOCKLEY CO-OPERATIVE ASSOCIATION LIMITED** an industrial and provident society with registered number 30225R (“the Association”)
- (b) The person or persons whose name and address is set out in the schedule below (“the Contributor”)

2. PRELIMINARY

- (a) The Association has been established to operate a grocery store, outreach Post Office and café at premises in the village of Blockley (“the Businesses”).
- (b) The Association is intended to be financed principally through:-
 - (i) subscriptions for share capital;
 - (ii) donations from residents of Blockley and surrounding villages;
 - (iii) grants and commercial loans from third party organisations.
- (c) The Contributor has agreed to supplement the funding of the Association by the making of a conditional gift (“the Contribution”) on the terms set out in this memorandum of the amount specified in the schedule.
- (d) Drawdown of the Contribution is to be made immediately upon signature of this Memorandum by cheque drawn in favour of the Association.

3. NATURE OF CONTRIBUTION

The Contribution will be a non interest bearing capital contribution by the Contributor to the Association. Subject to paragraph 4 it will be repayable only in the circumstances and to the extent described in paragraphs 4 and 5.

4. CONTRIBUTION TO BECOME A GIFT

The Contribution will cease to be repayable in any circumstances and will become a gift from the Contributor to the Association in the event that the Association shall still be operating one or more of the Businesses on 31 December 2011.

5. REPAYMENT OF CONTRIBUTION

- (a) Subject to paragraph 4 the Contribution shall be repayable in the event that the Association shall cease trading (including a cessation following a disposal of the Businesses to a third party) or shall determine that the project is unlikely to succeed before trading has commenced and terminate the project.
- (b) The amount of the Contribution to be repaid in the circumstances described in paragraph 5(a) shall be the Rateable Proportion of the Surplus and:-
 - (i) Rateable Proportion shall mean the proportion that the Contribution bears to contributions on the same terms by other contributors; and
 - (ii) Surplus means the excess of the assets over all liabilities of the Association (including costs of winding-up) other than liabilities to Contributor and other contributors under this and other memoranda provided that the amount to be repaid shall not exceed the Contribution.

6. ASSIGNMENT

The Contributor may assign the benefit of this memorandum to any person by notice in writing to the Association.

In witness whereof this memorandum has been executed as a Deed by the Association and by the Contributor.

SCHEDULE

Name of Contributor:
(Full name, block capitals)

Address of Contributor:
(Full address including post code, block capitals)

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Amount of Contribution: £.....

EXECUTED as a **DEED**)
by **THE BLOCKLEY**)
CO-OPERATIVE ASSOCIATION)
LIMITED by the signatures of:-)

Committee Member

Committee Member

SIGNED and **DELIVERED**)
as a **DEED** of the Contributor)
in the presence of:-)