

Dated

2006

SUPPLEMENTAL DEED

9877
Gemini Petfoods Pension Scheme

THIS SUPPLEMENTAL DEED is made this day of

2006

BETWEEN the Principal Employer, the Managing Trustees and Suntrust Limited (Suntrust Limited shall hereinafter be referred to as "the Special Trustee") details of which are shown below and is made pursuant to and in accordance with the power of amendment contained within the governing Scheme Rules.

The parties to this Deed wish to amend the Scheme Rules to reflect the transitional protections conferred by paragraph 3 of Schedule 36 of the Finance Act 2004 (the "Act") as set out in any Regulations made thereunder and also to introduce the other amendments to the Scheme Rules set out in this document.

1. AMENDMENT OF RULES

The parties to this Deed amend the Scheme Rules with effect from the 6th April 2006 or from such other date as is herein specified in accordance with the Scheme's power of amendment, as follows:-

- 1.1 Any provisions in the Rules which would require the Managing Trustees of the Scheme to make a payment which by virtue of Section 160 of the Act would be an unauthorised payment, shall be construed, until such time as this provision is disapplied, or 6th April 2011, as conferring an absolute discretion upon the Managing Trustees to make that payment provided that this discretion is only exercised subject to any pre-existing consent requirements within the Rules. Further, so much of a payment made in exercise of the discretion above, as is referable to contributions paid to the Scheme prior to 6th April 2006 shall be exempt from being a scheme chargeable payment under Section 241 of the Act.
- 1.2 Any existing references to "Permitted Maximum" in the Rules shall be retained after 6th April 2006 in relation to limiting the extent of a Member's Scheme benefits, notwithstanding the repeal of Section 590C of the Income and Corporation Taxes Act 1988. Any references in the Rules to the "Permitted Maximum" shall until such time as the Principal Employer and Managing Trustees declare in writing that it is permanently disapplied be construed as a reference to £105,600 (increased annually by reference to Section 590C(5) and Section 590C(5A) of the Income and Corporation Taxes Act 1988, notwithstanding the repeal of the said sections) or such amount which the Managing Trustees and the Principal Employer agree from time to time in writing to be the "Scheme Specific Permitted Maximum". The Scheme Specific Permitted Maximum shall also be deemed to apply to all new Members admitted to the Scheme on or after the 6th April 2006.

- 1.3 Where the Scheme Rules provide for an absolute entitlement to the making of a transfer payment or the payment of a specified sum or rate of pension and refer to the possibility of making payments in any greater amount as would not prejudice Revenue Approval the Rules shall be construed until this provision is disappplied, as authorising the Managing Trustees to make such payments in any greater amount as would not have prejudiced Revenue Approval immediately prior to the 6th April 2006 provided that this discretion/authority is only exercised subject to any pre-existing consent requirements within the Rules. For the avoidance of doubt, the Scheme Rules shall be construed during such period until this provision is disappplied or 6th April 2011, as prohibiting the Managing Trustees from making payments to the extent that they would not have been authorised by the Rules immediately before 6th April 2006.
- 1.4 The Scheme Rules shall be amended to permit the Managing Trustees to provide for the recovery from a Member's present or future benefits or entitlements under the Scheme, of an amount for which the Administrator is liable in respect of the Lifetime Allowance Charge under Section 215 of the Act. The Scheme Rules shall be further modified so as to authorise the Administrator to reduce the Member's present or future benefits or entitlement under the Scheme in respect of which the Lifetime Allowance Charge arises so as to fully reflect the amount of tax paid by the Administrator. Any reduction in the Member's benefits or entitlements under the Scheme to meet the said Lifetime Allowance Charge, shall be an amount determined in accordance with the Scheme's normal actuarial practice.
- 1.5 The provisions of this Deed shall override the Rules and shall enable the Scheme to be administered in accordance with the provisions of the Act, which shall include the ability to increase the levels of benefit payable from the Scheme, subject to the prior agreement of the Authorised Assurer and subject always to the Scheme being administered in accordance with such restrictions or stipulations as may be set out in Regulations made thereunder.
- 1.6 The Authorised Assurer shall not bear any liability for any Unauthorised Payments (as set out in Section 160(5) of the Act) made by or in respect of the Scheme. If such payments are made, the Administrator shall be accountable to the Revenue for any such tax as is required under the provisions of the Act and Regulations made thereunder, provided that where liability for such charge is on a joint and several basis, the Administrator shall be deemed (as between it and the Member) to have discharged its obligations to meet that liability where it has acted in reliance on information provided in a Member's signed declaration. If the Member has provided incomplete or incorrect information within the declaration, liability for any additional charge or tax or any unpaid tax will be deemed to fall solely on the Member and the Administrator shall be entitled to recover from the Member's benefits under the Scheme any charges or tax raised on it by the Revenue. To the extent that the Administrator is unable to recover such tax or charges from the Member's benefits under the Scheme the Member shall be personally liable to reimburse the Administrator.

The Authorised Assurer shall not be required to administer any Unauthorised Payments in connection with the Scheme, unless it has previously agreed to administer the proposed payment.

- 1.7 The Member Contribution provisions within the Rules shall be amended to remove the "15%" restriction or such other restriction as currently exists on the contribution rate payable by Class A, Class B or Class C Members in any year of assessment.
- 1.8 The voluntary Member Contribution provisions shall be amended to enable any additional benefits secured by Members' voluntary contributions, made to the Scheme on or after the 8th April 1987 to be commutable subject to a maximum of 25% of the value of the voluntary contributions fund.
- 1.9 The Scheme's investment provisions shall be modified to enable the Managing Trustees, subject to such terms and conditions as may be required by the Special Trustee, to make such investments as are permitted after 6th April 2006 and as comply with the provisions of the Act and also to remove any existing restriction which precludes such investments. In the event of the Special Trustee not agreeing to any such investment the Managing Trustees may nevertheless proceed subject to the Special Trustee first having the option to resign its appointment in which case the provisions of 1.10 below shall apply.
- 1.10 In the event of the Principal Employer exercising its powers under the Rules to remove the Special Trustee or if the Special Trustee resigns its appointment the provisions of this Rule shall apply. On resignation or removal the Special Trustee shall be reimbursed from the Fund all costs and expenses (including its fees) incurred in connection with the re-registration of the Scheme's assets in the names of the Managing Trustees (and any replacement Special Trustee) and the removal of any restriction on any title register which would otherwise prevent any dealing in real property without the consent of the Special Trustee. The Managing Trustees shall sign all additional documents necessary to perfect such re-registration or transfer of the Scheme's assets. On the retirement or removal of the Special Trustee all references to the Special Trustee in the Rules and any other Scheme documents shall be deemed to be removed until such time as a replacement Special Trustee is appointed.
- 1.11 For the avoidance of doubt, any Inland Revenue Limits provision shall be amended in respect of Class A, Class B and Class C Members, to remove the restriction on Members' lump sum cash benefits not exceeding 3/80ths of Final Remuneration/Salary for each year of Service. The Managing Trustees may until this provision is disapplied, either pay a lump sum calculated by reference to the existing provisions as at 5th April 2006 or, if higher, the lower of;
 - 1.11.1 25% of the total value of the benefits to be taken in pension and cash form, and
 - 1.11.2 25% of the Standard Lifetime Allowance (as set out in Section 218 of the Act) less the value of any pension benefits that have already crystallised.

The discretion conferred above on the Managing Trustees to pay a Member a higher lump sum than 25% will automatically be disappplied from 6th April 2011 or earlier on adoption of new rules to ensure that no such higher amount is payable unless the Member has the benefit of tax free cash protection as at 6th April 2006 or has successfully applied for primary or enhanced protection in accordance with the relevant provisions of Schedule 36 of the Act.

- 1.12 It is hereby confirmed that any temporary absence provisions within the Rules were modified by overriding legislation introduced under Section 265 of the Pensions Act 2004 to reflect the paid paternity and paid adoption leave provisions that have applied to the Scheme since the 6th April 2005.

- 1.13 With effect on and from 5th December 2005, references in this Scheme to a "spouse" shall include a civil partner and references to a widow or widower shall include a surviving civil partner.

This modification has effect only in relation to the extent required by EESOR to Scheme benefits accrued or payable in respect of periods of service in the Scheme on and from 5th December 2005.

"accrued or payable in respect of periods of service" has the same meaning as in Regulation 25 of EESOR.

"civil partner" has the same meaning as in the Civil Partnership Act 2004.

"EESOR" means the Employment Equality (Sexual Orientation) Regulations 2003, as amended

Notwithstanding the above modification, the Trustees shall have a discretion to pay benefits to a civil partner in respect of all of a Member's service in the Scheme (including transfers-in) and not restrict such benefits to service in the Scheme on and from 5th December 2005.

- 1.14 The actuarial certification provisions within the Rules are amended with effect from the date hereof, to remove any existing requirement for preparation of a triennial actuarial valuation report in accordance with the Revenue's Pension Schemes Update 155.

- 1.15 For the avoidance of doubt, the Scheme's provisions relating to pensions on retirement, shall be amended, notwithstanding any existing restrictions in the Rules, to enable any Member with the consent of his Employer to retire on, prior to, or after his normal retirement date/age and to commence payment of his pension whilst continuing in employment. Any Member taking advantage of this flexibility on retirement shall immediately cease to be a Member of the Scheme. If the Member subsequently wishes to accrue further Scheme benefits, he will be required to apply for admission to new membership, subject to the consent of his Employer and the Managing Trustees, or otherwise in accordance with the Rules in force at the time.

- 1.16 Where the Scheme does not provide for immediate vesting of pension rights, the provisions relating to leaving service with less than 2 years qualifying service, shall be amended to allow Members leaving with 3 or more months' qualifying service to acquire a right at their election to receive either; a contribution refund or a cash equivalent transfer sum as defined and set out in Section 264 of the Pensions Act 2004.
- 1.17 All decisions in relation to the Scheme must be made by the unanimous agreement of those Managing Trustees who are Members of the Scheme, subject also to the consent of the Special Trustee where required by the Rules.
- Any decision relating to the investment of Scheme assets shall require the prior written agreement of each Member of the Scheme.
- 1.18 "Administrator" shall mean the Managing Trustees or such other person or body appointed in accordance with Section 270 of the Act. The Managing Trustees shall automatically be the Administrator of the Scheme subject to their completing the necessary declaration and complying with the residency condition and such other conditions as are set out in Section 270 of the Act. Where the Managing Trustees are unable or unwilling to act as the Administrator, the Principal Employer shall act as the Administrator and hereby undertakes to complete the requisite declaration and to comply with anything else necessary to effect such an appointment, until a replacement Administrator is successfully appointed to discharge this function.
- 1.19 "Authorised Assurer" shall mean AXA or any of its group of companies or any branch or agency in the United Kingdom of an insurance company to which the Financial Services and Markets Act 2000 ("FSMA") applies and which is authorised by or under FSMA to carry on ordinary long-term insurance business as defined in FSMA and any insurance company as described in Section 275 of the Act.
- 1.20 For the avoidance of doubt, any existing references in the Scheme Rules to "Pensioner Trustee" shall with effect from 6th April 2006 read "Special Trustee". Part Two of the Addendum, (or Overriding Appendix, as appropriate) to the Scheme Rules is deleted in its entirety from that date, as are all provisions in the Rules requiring the Special Trustee to be approved by the Revenue or requiring the Special Trustee to notify the Revenue of its retirement as a trustee of the Scheme.
- 1.21 The Scheme's provisions relating to the earliest age at which retirement benefits may be taken, shall be amended to reflect that this will remain age 50 up to and including 5th April 2010, but shall with effect from 6th April 2010 rise to age 55; save in respect of any Member who retains a protected pension age of less than 55 after 6th April 2010 in accordance with paragraph 22 of Schedule 36 of the Act.
- 1.22 For the avoidance of doubt any provision contained in any Regulations made under paragraph 3 of Schedule 36 of the Act which is not reflected in this Deed shall not be disapplied save in respect of paragraph 1.2 which shall override any provision in such Regulations dealing with the "Permitted Maximum".

2. SCHEME MODIFICATIONS

Any modification to the Scheme made by this Deed is restricted only so far as is necessary to comply with the Scheme's amendment power and Section 67 of the Pensions Act 1995 (modification of schemes).

EXECUTED as a Deed on the date stated at the beginning of this document.

(Companies or other Corporate Bodies only)

EXECUTED as a Deed by

X GEMINI RETFOODS LTD
Full name of PRINCIPAL EMPLOYER
acting by two directors or)
a director and its company secretary)

X [Signature]
X [Signature]

Director

Director/Company Secretary

EXECUTED as a Deed by)
SUNTRUST LIMITED acting by two)
authorised signatories)

X [Signature]
X [Signature]
X [Signature]

Authorised Signatory

Authorised Signatory

07/397

X [Signature]
Signature of Managing Trustee

JOHN HEATHER
Full name in block capitals

GREENWAYS BRACKLEY AVENUE MARTLEY WINTNEY NOOK
Address in block capitals

[Signature]
Signature of Witness

NATALIE BESANT
Full name of witness in block capitals

17 CONNAUGHT CLOSE,
YATELEY GU46 6QQ
Address in block capitals

V [Signature]
Signature of Managing Trustee

MITSUKO HEATHER
Full name in block capitals

[Signature]
Address in block capitals

[Signature]
Signature of Witness

T. GATES
Full name of witness in block capitals

2 Holly Cottages,
Sandhurst, GU47 8LW
Address in block capitals

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Signature of Managing Trustee

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Full name in block capitals

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