

Dated 30th March 2011

Deed of Amendment

governing the

John Dingle Project Planning Ltd Retirement Benefits Scheme

Parties

JOHN DINGLE PROJECT PLANNING LIMITED whose registered office is Amadeus House, Floral Street, London, WC2E 9DP (in this Deed called the "Principal Employer")

JOHN EDWARD DINGLE, PATRICIA TERESA LANCASTER both of Holly Hurst House, Mill Lane, Chiddingfold, Surrey GU8 4SJ (in this Deed called the "Continuing Trustees")

Recitals

- (A) John Dingle Project Planning Ltd Retirement Benefits Scheme (in this Deed called the 'Scheme') is a pension scheme which is governed by a Definitive Trust Deed 1 April 1999 and all Supplemental Deeds and in particular a Supplemental Deed dated 10 July 1999 whereby the scheme name was change to John Dingle Project Planning Ltd Retirement Benefits Scheme, (in this Deed called the 'Existing Provisions')
- (B) The General Trustees are the trustees (the 'Trustees') of the Scheme.
- (C) It is intended to replace all the Existing Provisions in their entirety, pursuant to Clause 13.1 of the Existing Provisions which vests the power of amendment in the Principal Employer and the Trustees.

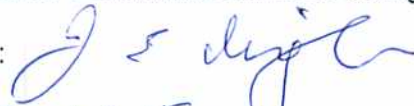
Operative provisions


- 1 Each Trustee who is a member by his execution of this deed gives his consent as a member to any and all modifications made by this deed, and confirms that he has had a reasonable opportunity to make representations to the other Trustees about the modifications, and that he is aware that the consent requirements apply in his case in respect of the modifications. Words given a specific meaning for the purposes of section 67 of the Pensions Act 1995 shall have the same meaning in this clause.
- 2 Pursuant to Rule 13.1 of the Existing Provisions, those Existing Provisions shall cease to have effect and the Scheme shall be governed by the attached Rules, PROVIDED THAT:
 - 2.1 the power in Rule 3.1 (Power of Amendment) may be exercised by the Principal Employer with the consent of the majority of Trustees.
 - 2.2 the power in Rule 4.1 (Power of Appointment and Removal of Trustees) may be exercised by the Principal Employer with the consent of the majority of Trustees.


The provisions of this deed shall have effect on and from the date of this deed.

IN WITNESS OF WHICH this document is executed as a deed and is delivered on the date stated above.


SIGNED as a deed, and delivered when dated,
by JOHN DINGLE PROJECT PLANNING LIMITED acting by

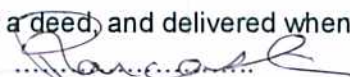
Director/ Signature: 
Name : J. E. DINGLE.

Director/ Signature: 
~~Secretary~~
Name : P. T. LANCASTER


SIGNED as a deed, and delivered when
dated, by 

(signature)
JOHN EDWARD DINGLE in the
presence of:

Witness Signature  :
Name : CLIVE MAURICE HOLLOWAY
Address : FLATA, HOLLYHURST HOUSE,
 MILL LANE, CHIDDINGFOLD,
 SURREY GU8 4SJ

SIGNED as a deed, and delivered when
dated, by 

(signature)
PATRICIA TERESA LANCASTER in
the presence of:

Witness Signature  :
Name : CLIVE MAURICE HOLLOWAY
Address : FLATA, HOLLYHURST HOUSE,
 MILL LANE, CHIDDINGFOLD,
 SURREY GU8 4SJ