

Dated 8 May 2006

Trust Deed

adopting replacement provisions governing the

LARKSTORE LIMITED (NO. 3) PENSION SCHEME

(ref ssas2006v4)

Parties

- 1 LARKSTORE LIMITED (company number. 01535354) (in this deed called the 'Principal Employer')
- 2 WOLANSKI & CO. TRUSTEES LIMITED (company number 02178783) (in this deed called the 'Independent Trustee')
- 3 ROLAND JOHN NASH (in this deed called the 'General Trustee')

Recitals

- (A) The LARKSTORE LIMITED (NO. 3) PENSION SCHEME (in this deed called the 'Scheme') is a pension scheme which is now governed by a SUPPLEMENTAL DEED dated 19 JULY 1994 amended by a DEED OF AMENDMENT dated 21 JANUARY 2000 (in this deed called the 'Existing Provisions')
- (B) The General Trustee and the Independent Trustee are the trustees of the Scheme (the 'Trustees'). The Principal Employer is the principal sponsoring employer of the Scheme (referred to in the Existing Provisions as the COMPANY).
- (C) It is intended to replace the Existing Provisions in their entirety, pursuant to CLAUSE 3.31 of the Existing Provisions.

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 CLAUSE 3.31 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 TRUSTEES.
 - 2.2 the power in Rule 4.1 (Appointment and Removal of Trustees) may be exercised by deed by the PRINCIPAL EMPLOYER.
- 3 Pursuant to Rule 4.1 of the attached Rules, the Principal Employer removes the Independent Trustee as a trustee of the Scheme. The parties confirm that the Independent Trustee shall continue to have the benefit of any protection given by the attached Rules, in respect of anything done or omitted to be done while it was a Trustee.
- 4 The provisions of this deed shall have effect on and from its date.

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
LARKSTORE LIMITED acting by

Director

Signature: 

Name : ~~X~~ ROLAND JOHN NASH

~~Director/~~

Signature: 

Secretary

Name : ~~X~~ ELIZABETH ANN CARTER

SIGNED as a deed, and delivered when dated, by
WOLANSKI & CO. TRUSTEES LIMITED acting
by

Director

Signature: 

Name : ~~X~~ KIRSTEN GILES

~~Director/~~

Signature: 

~~Secretary~~

Name :

KIRSTEN GILES

AUTHORISED SIGNATORY

SIGNED as a deed, and delivered when dated, by
ROLAND JOHN NASH in the presence of:

 (signature)

Witness

Signature: 

Name : ~~X~~ MR ARTHUR J. DALE.

Address : ~~X~~ TORWOOD GRAND PARADE
LITTLESTONE
NEW ROMNEY
KENT TN 28 BNQ.