Dated 8 ACKRAM 2006

Definitive Deed

establishing the

Oakleaf Facilities SIBA

The Member Transce and the Independent Transce (the Transce) have agreed to be the fire

(whitecos590ssasv3)

Parties

The 'Principal Employer':

The 'Independent Trustee':

OAKLEAF FACILITIES LIMITED (company number 4540540)

CENTRAL TAX & TRUSTEE PLANNING LIMITED LIABILITY PARTNERSHIP (company number OC306392)

The "Member Trustees":

MARK ALAN ROWTHORN
JANIE GALE ROWTHORN
PAUL CHRISTOPHER GROOM

Recitals

- (A) The Principal Employer has determined to establish a retirement benefits scheme called the Oakleaf Facilities Limited SIBA (the 'Scheme') intended to meet the prescribed conditions within the meaning of section 590(4) of the Income and Corporation Taxes Act 1988 and by which with effect from and including the date of this deed (the 'Commencement Date') benefits may be provided in respect of service with the Principal Employer and of any other Employer to which the Scheme may be extended.
- (B) The Member Trustees and the Independent Trustee (the 'Trustees') have agreed to be the first trustees of the Scheme.
- (C) The Principal Employer has made or will make known in writing the establishment of the Scheme and the main provisions of it to those of its employees and directors to whom it has offered membership.

Operative provisions

1 Establishment of Scheme

1.1 The Principal Employer establishes the Scheme and appoints the Trustees as the first trustees of the Scheme in each case with effect from and including the Commencement Date.

2 Governing provisions

2.1 The attached rules (including the schedules) (the 'Rules') shall form part of this Deed and together they shall govern the Scheme.

3 Amendment of the Scheme

3.1 The Trustees with the consent of the Principal Employer may by deed amend this Deed by altering, replacing, deleting, curtailing or adding to all or any of its provisions with retrospective immediate or future effect, even if as a result the destination of benefits may be changed or benefits under the Scheme may be cancelled, reduced or otherwise prejudicially affected. Any amendment must comply with Section 67 of the Pensions Act.

4 Appointment and Removal of Trustees

- 4.1 The Principal Employer may at any time by deed:
 - 4.1.1 remove any one or more of the Trustees;
 - 4.1.2 appoint one or more persons to be new or additional trustees of the Scheme.
- 4.2 Any Trustee may retire by giving notice in writing to the Principal Employer and the remaining Trustees and will then be discharged and cease to hold office immediately.
- 4.3 The Trustees shall do everything necessary to give effect to any removal or resignation and to vest the Fund in any new or additional Trustees and/or in the continuing Trustees as the case may be.

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

OAKLEAF FACILITIES LIMITED acting by:

Director

Signature

Name

: I gazian

MARK ALAN

ROWTHORN

Director/Secretary

Signature

Name

PAUL CHRISTOPHER GROOM

SIGNED as a deed, and delivered when dated by

CENTRAL TAX & TRUSTEE PLANNING

LIMITED LIABILITY PARTNERSHIP acting

by:

Member

Signature

Name

Tan Sm. 7

Member

Signature

Name

Mine

JOHN B

SIGNED as a deed, and delivered when dated, by

MARK ALAN ROWTHORN in the presence

of:

Witness Signature

Name

Occupation

Address

: 6. 700 AG.MAN

136 WY(1) PEEN.

NORTHAMPTON

NNISTH

SIGNED as a deed, and delivered when dated, by

JANIE GALE ROWTHORN in the presence of:

Witness Signature

: JI HUU

Name

JEAN IRENE HILL

Occupation

ADMINISTRATOR

Address

2 WOODSIDE AVENUE

NORTHAMPION

SIGNED as a deed, and delivered when dated, by

PAUL CHRISTOPHER GROOM in the

presence of:

Witness Signature

Name

Occupation

Address

: B. TOUNGMAN

: SURVEYOR.

: 136 WYCLIFFE LOAD

NORTHANDTON

NN155H