

Dated 13 JANUARY 2012

Trust Deed

adopting replacement provisions governing the

Oakleaf Facilities Limited SIBA

Parties

Oakleaf Facilities (UK) Ltd (06155005) whose registered office is situate at Jubilee House, 32 Duncan Close, Moulton Park Industrial Estate, Northampton, NN3 6WL (in this deed called the Principal Employer)

Mark Rowthorn, Janie Rowthorn, Paul Groom and Jane Groom of c/o Oakleaf Facilities (UK) Ltd, Jubilee House, 32 Duncan Close, Moulton Park Industrial Estate, Northampton, NN3 6WL (in this deed called the 'Trustees')

Recitals

Oakleaf Facilities Limited SIBA (in this deed called the 'Scheme') is a pension scheme which is currently governed by definitive trust deed and rules dated 08 February 2006 and all supplemental deeds (in this deed called the 'Existing Provisions').

It is intended to replace the Existing Provisions in their entirety.

The power of alteration and amendment is set out in 3.1 of the Existing Provisions.

Operative provisions

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.


Pursuant to clause 3.1 of the Existing Provisions, those Existing Provisions shall cease to have effect and the Scheme shall be governed by the attached Rules with effect from the date of this deed:


PROVIDED THAT:

- 3.1 the power in Rule 3.1 (Power of Amendment) may be exercised by the majority of the Trustees.
- 3.2 the power in Rule 4.1 (Trustees Appointment and Removal) may be exercised by the majority of the Trustees.
- 3.3 the power in Rule 11.2 shall not apply and shall be replaced by the provision that
"The Trustees may at any time by deed substitute any other employer as a Principal Employer, provided that employer covenants to duly perform and observe each and every provision of the Scheme which ought to be performed and observed by it as Principal Employer and Participating Employer."


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 (UK) Ltd
acting by

Director Signature: 
Name : PAUL GROOM

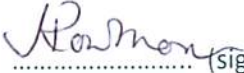
Director/
Secretary Signature: 
Name : MARK ROWTHORN


SIGNED as a deed, and delivered when dated, by
MARK ROWTHORN in the presence of:

 (signature)

Witness Signature: 
Name : TOM DOWNING
Address : 17 BROADWAY, NORTHAMPTON

SIGNED as a deed, and delivered when dated, by
JANIE ROWTHORN in the presence of:

 (signature)

Witness Signature: 
Name : JILL DAVIES
Address : 55 Vicarage Lane, Northampton NN2 6QS

SIGNED as a deed, and delivered when dated, by
PAUL GROOM in the presence of:

 (signature)

Witness

Signature:



Name : TILL DAVIES

Address : 55 Vicarage Lane, Northampton NN2 6QS

SIGNED as a deed, and delivered when dated, by
JANE GROOM in the presence of:

 (signature)

Witness

Signature:



Name : TILL DAVIES

Address : 55 Vicarage Lane, Northampton NN2 6QS