

STEPHEN WARD PHOTOGRAPHY DIRECTORS PENSION SCHEME  
DEED OF AMENDMENT TO RULES

1. DATE: 3rd June 1991

2. PARTIES: The "Principal Company": Stephen Ward Photography Limited whose registered office is situate at Ryecroft 25 Manor Park Road Glossop Derbyshire

3. RECITALS:

3.1 This Deed is supplemental to an interim Trust Deed made the 30th of March 1987 between (1) The Principal Company and (2) Stephen Ward and Sandra Ward and Pensioneer Trustees Limited and to a Trust Deed made the 24th July 1989 between the same parties whereby was constituted the Stephen Ward Photography Directors Pension Scheme (the "Scheme")

3.2 By a Deed of the 30th day of May 1991 the Principal Company exercised its powers to remove Pensioneer Trustees Limited from office as trustee of the Scheme replacing them in office with Personal Pension Trustees Limited

3.3 Since the establishment of the Scheme on the 1st of March 1987 there have been changes in Inland Revenue requirements relating to the recognition of pension schemes with the result that amendments are required to the Rules of the Scheme (the "Rules") found in the schedule to the said Trust Deed.

3.4 The Principal Company intends hereby to alter and modify the Rules in order to take account of the said Inland Revenue requirements the prior consent of the Trustees appointed by the Trust Deed being endorsed hereon

4. OPERATIVE PROVISIONS:

The Principal Company pursuant to Rule 52 of the Rules hereby alters and modifies the Rules in the following manner:-

4.1 the following Rules are hereby deleted namey Rules 7(1), 7(2), 7(3), 7(4) and 28

4.2 there shall be added the Further Rules set out in the schedule hereto which Further Rules shall be construed in addition to the Rules and if in conflict therewith in substitution for the Rules

4.3 any reference in the Rules to any of Rules 7(1) to 7(4) inclusive or Rule 28 shall be construed as a reference to the appropriate replacing provisions of the Further Rules.

4.4 Definitions appearing in the Rules shall apply to the Further dates unless replaced thereby

IN WITNESS whereof the Principal Company has hereunto affixed its common seal as a Deed the day and year first before written.

THE SCHEDULE  
The Further Rules

1A DEFINITIONS

In these rules the following expressions shall have the meanings ascribed to them:

1. ACT shall mean the Income and Corporation Taxes Act 1988 and any statutory amendment modification or re-enactment thereof.
2. AGGREGATE RETIREMENT BENEFIT shall mean the aggregate of
  - i. the Member's pension under this Scheme and any Associated Scheme, and
  - ii. the pension equivalent of the Member's Lump Sum Retirement Benefit
3. APPROVAL shall mean approval of the Scheme by the Board of Inland Revenue under Chapter I Part XIV of the Act.
4. ASSOCIATED EMPLOYMENT shall mean 2 or more concurrent employments held by the Member which are associated ie where
  - a. there is a period during which the Member has held all of them,
  - b. the period counts under the Scheme in the case of all of them as a period in respect of which benefits are payable,
  - c. during the period all the employers in question are associated.
5. ASSOCIATED SCHEME shall mean either i. or ii. below as appropriate:-
  - i. In respect of a Class A Member any Relevant Scheme which is a Connected Scheme or which provides benefits in respect of Service.
  - ii. In respect of a Class B or C Member any Relevant Scheme providing benefits in respect of Service.
6. CLASS A MEMBER shall mean any Member who joined the Scheme on or after 1 June 1989 and any Class B or C Member who has elected to be deemed to have become a Class A Member.
7. CLASS B MEMBER shall mean any Member who joined the Scheme on or after 17 March 1987 and before 1 June 1989 provided that the Member may elect at any time before the Relevant Date to be deemed to have become a Class A Member.
8. CLASS C MEMBER shall mean any Member who joined the Scheme before 17 March 1987 provided that the Member may elect at any time before the Relevant Date to be deemed to have become a Class A Member.
9. CONNECTED SCHEME shall mean any Relevant Scheme which is connected with the Scheme in relation to the Member ie if
  - a. there is a period during which the Member has been the employee of 2 associated employers
  - b. that period counts under both schemes as a period in respect of

which benefits are payable

c. the period counts under one scheme for service with one employer and under the other for service with the other employer

For purposes of definitions 4. and 9. above employers are associated if one is controlled by the other, or both are controlled by a third party. Control has the meaning in section 840 of the Act, or in the case of a close company, section 416 of the Act.

10. CONTROLLING DIRECTOR shall mean a director of a participating company who was prior to 6 April 1973 a controlling director (as defined in section 624(3) of the Act) of that company.

11. EMPLOYER means any one of the Companies

12. FINAL REMUNERATION shall mean

A. in relation to a Class A Member the greater of

a. the highest remuneration for any one of the 5 years preceding the Relevant Date being the aggregate of

i. the basic pay for the year in question, and

ii. the yearly average over 3 or more consecutive years ending with the expiry of the corresponding basic pay year, of any fluctuating emoluments provided that fluctuating emoluments of a year other than the basic pay year may be increased in proportion to any increase in the Index from the last day of that year up to the last day of the basic pay year, and

b. the yearly average of the total emoluments for any 3 or more consecutive years ending not earlier than 10 years before the Relevant Date.

Provided that -

i. remuneration and total emoluments do not include any amounts which arise from the acquisition or disposal of shares or an interest in shares or from a right to acquire shares or anything in respect of which tax is chargeable by virtue of section 148 of the Act, except where the shares or rights etc had been acquired before 17 March 1987;

ii. in relation to a Special Director, Final Remuneration shall (subject to proviso iv. below) be the amount ascertained in accordance with b. above and a. above shall not apply;

iii. where Final Remuneration is computed by reference to any year other than the last complete year ending on the Relevant Date, the Member's remuneration (as calculated in a. above) or total emoluments (for the purposes of b. above) of any year may be increased in proportion to any increase in the Index from the last day of that year up to the Relevant Date but this proviso shall not apply to the calculation of the maximum Lump Sum Retirement Benefit in accordance with paragraph 2A 2. below for a Class A Member unless (and subject to proviso iv below) the Member's Aggregate Retirement Benefit is similarly increased beyond the maximum amount which could have been

paid but for this proviso and the proviso to a.ii. above and then only to the same proportionate extent;

iv. Final Remuneration and the annual rate of the Member's remuneration for the purpose of the calculation of the maximum benefits in accordance with paragraph 2A. 3. and 4.c below for a Class A Member shall not exceed the permitted maximum as defined in section 590C(2) of the Act.

B. in relation to a Class B Member the greater of

a. the highest remuneration for any one of the 5 years preceding the Relevant Date being the aggregate of

i. the basic pay for the year in question, and

ii. the yearly average over 3 or more consecutive years ending with the expiry of the corresponding basic pay year, of any fluctuating emoluments provided that fluctuating emoluments of a year other than the basic pay year may be increased in proportion to any increase in the Index from the last day of that year up to the last day of the basic pay year, and

b. the yearly average of the total emoluments for any 3 or more consecutive years ending not earlier than 10 years before the Relevant Date.

Provided that -

i. remuneration and total emoluments do not include any amounts which arise from the acquisition or disposal of shares or an interest in shares or from a right to acquire shares or anything in respect of which tax is chargeable by virtue of section 148 of the Act except where the shares or rights etc had been acquired before 17 March 1987;

ii. in relation to a Special Director or any other Member whose remuneration in any year subsequent to 5 April 1987 used for the purpose of calculating benefits has exceeded £100,000 or such other figures as may be prescribed in an order made by the Treasury, Final Remuneration shall (subject to proviso iv. below) be the amount ascertained in accordance with b. above and a. above shall not apply;

iii. where Final Remuneration is computed by reference to any year other than the last complete year ending on the Relevant Date, the Member's remuneration (as calculated in a above) or total emoluments (for the purposes of b. above) of any year may be increased in proportion to any increase in the Index from the last day of that year up to the Relevant Date but this proviso shall not apply to the calculation of the maximum Lump Sum Retirement Benefit in accordance with paragraph 2A 2. below for a Class B or C Member unless (and subject to proviso iv. below) the Member's Aggregate Retirement Benefit is similarly increased beyond the maximum amount which could have been paid but for this proviso and the proviso to a.ii. above and then only to the same proportionate extent;

iv. for the purpose of the calculation of the maximum Lump Sum Retirement Benefit in accordance with paragraph 2A below for a Class B or C Member Final Remuneration shall not in any event exceed £100,000 or such other sum as may be specified in an order made by the Treasury.

C. in relation to a Class C Member

1. where the Relevant Date is on or before 16 March 1987 the greater of

a. the highest remuneration for any one of the 5 years preceding the Relevant Date being the aggregate of

i. the basic pay for the year in question, and

ii. the yearly average over 3 or more consecutive years ending with the expiry of the corresponding basic pay year, of any fluctuating emoluments provided that fluctuating emoluments of a year other than the basic pay year may be increased in proportion to any increase in the Index from the last day of that year up to the last day of the basic pay year, and

b. the yearly average of the total emoluments for any 3 or more consecutive years ending not earlier than 10 years before the Relevant Date.

Provided that -

i. in relation to a Special Director Final Remuneration shall be in the amount ascertained in accordance with b. above and a. above shall not apply.

ii. where Final Remuneration is computed by reference to any year other than the last complete year ending on the Relevant Date, the Member's remuneration (as calculated in a. above) or total emoluments (for the purposes of b. above) of any year may be increased in proportion to any increase in the Index from the last day of that year up to the Relevant Date but this proviso shall not apply to the calculation of the maximum Lump Sum Retirement Benefit in accordance with paragraph 2A 2. below for a Class B or C Member unless the Member's Aggregate Retirement Benefit is similarly increased beyond the maximum amount which could have been paid but for this proviso and the proviso to a.ii. above and then only to the same proportionate extent.

2. Where the Relevant Date is on or after 17 March 1987 the greater of

a. the highest remuneration for any one of the 5 years preceding the Relevant Date being the aggregate of

i. the basic pay for the year in question, and

ii. the yearly average over 3 or more consecutive years ending with the expiry of the corresponding basic pay year of any fluctuating emoluments provided that any fluctuating emoluments



of a year other than the basic pay year may be increased in proportion to any increase in the Index from the last day of that year up to the last day of the basic pay year, and

b. the yearly average of the total emoluments for any 3 or more consecutive years ending not earlier than 10 years before the Relevant Date.

Provided that -

i. remuneration and total emoluments do not include any amounts which arise from the acquisition or disposal of shares or an interest in shares or from a right to acquire shares or anything in respect of which tax is chargeable by virtue of section 148 of the Act except where the shares or rights etc had been acquired before 17 March 1987;

ii. in relation to a Special Director or any other Member whose remuneration in any year subsequent to 5 April 1987 used for the purpose of calculating benefits has exceeded £100,000 or such other figures as may be prescribed in an order made by the Treasury, Final Remuneration shall be the amount ascertained in accordance with b. above and a. above shall not apply;

iii. where Final Remuneration is computed by reference to any year other than the last complete year ending on the Relevant Date, the Member's remuneration (as calculated in a. above) or total emoluments (for the purposes of b. above) of any year may be increased in proportion to any increase in the Index from the last day of that year up to the Relevant Date but this proviso shall not apply to the calculation of the maximum Lump Sum Retirement Benefit in accordance with paragraph 2A 2. below for a Class B or C Member unless the Member's Aggregate Retirement Benefit is similarly increased beyond the maximum amount which could have been paid but for this proviso and the proviso to a.ii. above and then only to the same proportionate extent.

13. INDEX shall mean the Government's Index of Retail Prices
14. LUMP SUM RETIREMENT BENEFIT shall mean the total value of all retirement benefits payable in any form other than non-commutable pension under this and any Associated Scheme.
15. PENSIONABLE SERVICE shall have the meaning ascribed to it by paragraph 3 schedule 16 Social Security Act 1973.
16. RELEVANT DATE shall mean the date of retirement, leaving Pensionable Service or death as the case may be.
17. RELEVANT SCHEME shall mean any other scheme approved or seeking approval under Chapter I part XIV of the Act.
18. REMUNERATION in relation to any year shall mean
  - a. as regards a Class A Member the aggregate of the total emoluments for the year in question

i. from the Employer and

ii. in respect of any Associated Employment of any Connected Scheme

which are assessable to Income Tax under Schedule E but excluding any amounts which arise from the acquisition or disposal of shares or an interest in shares or a right to acquire shares or anything in respect of which tax is chargeable by virtue of section 148 of the Act. Provided that in arriving at such emoluments there shall be disregarded any emoluments in excess of the permitted maximum as defined in section 590 C(2) of the Act.

b. as regards a Class B Member and a Class C Member whose Relevant Date is on or after 17 March 1987 total emoluments from the Employer in the year in question which are assessable to Income Tax under Schedule E but excluding any amounts which arise from the acquisition or disposal of shares or an interest in shares or a right to acquire shares or anything in respect of which tax is chargeable by virtue of section 148 of the Act.

c. as regards a Class C Member whose Relevant Date is on or before 16 March 1987 total emoluments from the Employer in the year in question which are assessable to Income Tax under Schedule E.

19. SERVICE shall mean (for the purposes of the Further Rules only)

i. in respect of a Class A Member the aggregate of

a. all periods of service (as defined in Rule 1(25)) with the Employer, and

b. all other periods which count in respect of any Associated Employment or any Connected Scheme.

ii. in respect of a Class B or C Member service (as defined in Rule 1(25)) with the Employer

20. SPECIAL DIRECTOR shall mean a Member who, at any time on or after 17 March 1987 and in the last 10 years before the Relevant Date has, in relation to the Employer, been both within the definition of a director in section 612(1) of the Act and within paragraph (b) of section 417(5) of that Act.

## 2A MEMBER'S CONTRIBUTIONS AND INLAND REVENUE LIMITS

### CLASS A MEMBER

a. Each Member is required to contribute at such a rate as determined by the Employer and notified in writing to the Member. No rate of contribution determined under this sub-rule may be altered before the expiry of a period of 12 months from the date on which the first payment at the current rate became due without the specific agreement of the Board of Inland Revenue.

b. In addition the Member may make voluntary contributions to the Scheme to secure additional benefits for himself and/or his Dependants. Any retirement benefits so secured must be in the form of non-commutable pension except to the extent to which the provisions of the Scheme allow commutation of trivial pensions or on the grounds of serious ill health.

c. The total contributions paid by the Member in a year of assessment to this and any Relevant Scheme providing benefits by virtue of Service shall not exceed 15% of his Remuneration for that year in respect of that Service.

#### INLAND REVENUE LIMITS RULE

Notwithstanding anything to the contrary in the Scheme provisions

i. any term used in the Scheme as a measure of the annual earnings of a Class A Member for the purpose of calculating benefits is to be interpreted as though those earnings are no greater than the permitted maximum as defined in Section 590C(2) of the Act. The benefits so calculated may be augmented up to the maximum limits in ii. below

ii. the benefits payable to a Class A Member or his Dependents or other beneficiaries in respect of him shall not, when aggregated with all benefits of a like nature provided under all Relevant Schemes providing benefits in respect of Service exceed the limits set out below.

1. The Member's Aggregate Retirement Benefit shall not exceed:-

a. on retirement at any time between attaining age 50 and attaining age 75, except before Normal Retirement Date on grounds of Incapacity under Rule 15 a pension of 1/60th of Final Remuneration for each year of Service (not exceeding 40 years) or such greater amount as will not prejudice Approval;

b. on retirement at any time before Normal Retirement Date on grounds of Incapacity a pension of the amount which could have been provided at Normal Retirement Date in accordance with paragraph 1.a. above; Final Remuneration being computed as at the actual date of retirement;

c. on leaving Pensionable Service before attaining age 75, a pension of 1/60th of Final Remuneration for each year of that service (not exceeding 40 years) or such greater amount as will not prejudice Approval. The amount computed as aforesaid may be increased in proportion to any increase in the Index which has occurred between the date of termination of Pensionable Service and the date on which the pension begins to be payable. Any further increase necessary to comply with Department of Social Security requirements is also allowable.

2. The Member's Lump Sum Retirement Benefit shall not exceed:-

a. on retirement at any time between attaining age 50 and attaining age 75, except before Normal Retirement Date on grounds of Incapacity, 3/80th of Final Remuneration for each year of Service (not exceeding 40 years) or such greater amount as will not prejudice Approval;

b. on retirement at any time before Normal Retirement Date on grounds of Incapacity the amount which could have been provided above; Final Remuneration being computed as at the actual date of retirement;

c. on leaving Pensionable Service before attaining age 75, a lump sum of 3/80ths of Final Remuneration for each year of that service (not exceeding 40 years) or such greater amount as will not prejudice Approval. The amount computed as aforesaid may be increased in



proportion to any increase in the Index which has occurred between the date of termination of Pensionable Service if and to the same extent as the total benefits have been increased under paragraph 1.c. above.

3. The lump sum benefit (exclusive of any refund of the Member's own contributions and any interest thereon) payable on the death of a Member while in Service or (having left Service with a deferred pension) before the commencement of his pension shall not, when aggregated with all like benefits under Associated Schemes, exceed the greater of:-

a. £5,000 and

b. 4 times Final Remuneration but excluding proviso i. of that Definition

less

i. any lump sum (other than a refund of his own contributions and any interest thereon) payable on the death of the Member under all Relevant Schemes in respect of service with previous employers, and

ii. any lump sum life assurance benefit payable on the death of the Member under a retirement annuity contract or trust scheme approved under Chapter III Part XIV of the Act, or a personal pension scheme approved under Chapter IV Part XIV of the Act,

if the aggregate of such lump sums exceeds £1,000.

4. Any pension for a Dependant, when aggregated with the pensions, other than those provided by surrender of the Member's own pension, payable to that Dependant under all Associated Schemes, shall not exceed an amount equal to 2/3rds of the Aggregate Retirement Benefit -

a. being paid to the Member at the date of his death (including any pension increases given under Rule 29) or

b. being a deferred benefit payable to the Member at any time between attaining age 50 and attaining age 75, or

c. prospectively payable to the Member who dies in Service had he remained in Service up to the Normal Retirement Date at the rate of pay in force immediately before his death, or

d. prospectively payable to the Member who dies in Service after Normal Retirement Date on the basis that he had retired on the day before he died,

or such greater amount as will not prejudice Approval

If pensions are payable to more than one Dependant of a Member, the aggregate of all Dependents' pensions payable in respect of him under this and all Associated Schemes shall not exceed the full amount of whichever is the appropriate Aggregate Retirement Benefit under a., b., c. or d. above or such greater sum as will not prejudice Approval.

5. The maximum amount of a pension ascertained in accordance with this Rule less any pension which has been surrendered to provide a Dependant's pension may be increased in proportion to the increase in the Index which has occurred since the pension commenced to be paid.
6. The preceding provisions of this Rule shall be modified in their application to a Member who is or has been a Special Director or Controlling Director as follows:-

the amount of the maximum Aggregate Retirement Benefit in paragraph 1. and of the maximum Lump Sum Retirement Benefit in paragraph 2. shall be reduced, where necessary for Approval so as to take account of any corresponding benefits under either a retirement annuity contract or trust scheme approved under Chapter III Part XIV of the Act or a personal pension scheme approved under Chapter IV Part XIV of the Act.

#### CLASS B OR C MEMBER

- a. Each Member is required to contribute at such a rate as determined by the Employer and notified in writing to the Member. No rate of contribution determined under this sub-rule may be altered before the expiry of a period of 12 months from the date on which the first payment at the current rate became due without the specific agreement of the Board of Inland Revenue.
- b. In addition the Member may make voluntary contributions to the Scheme to secure additional benefits for himself and/or his Dependants. Where such contributions commence on or after 8 April 1987 any retirement benefits so secured must be in the form of non-commutable pension except to the extent to which the provisions of the Scheme allow commutation of tribal pensions or on the grounds of serious ill health.
- c. The total contributions paid by the Member in a year of assessment to this and any Relevant Scheme providing benefits in respect of Service shall not exceed 15% of his Remuneration for that year.

#### INLAND REVENUE LIMITS RULE

Notwithstanding anything to the contrary in the Scheme provisions, the benefits payable to a Class B or a Class C Member or to his Dependants or other beneficiaries in respect of him shall not when aggregated with all benefits of a like nature provided under all Relevant Schemes providing benefits in respect of Service exceed the limits set out below.

1. The Member's Aggregate Retirement Benefit shall not exceed:-
  - a. on retirement at or before Normal Retirement Date, a pension of 1/60th of Final Remuneration for each year of Service (not exceeding 40 years) or such greater amount as will not prejudice Approval;
  - b. on retirement after Normal Retirement Date, a pension of the greatest of:-
    - i. the amount calculated in accordance with paragraph 1.a. above on the basis that the actual date of retirement was the Member's Normal Retirement Date,

ii. the amount which could have been provided at Normal Retirement Date in accordance with paragraph 1.a. above increased either actuarially in respect of the period of deferment or in proportion to any increase in the Index during that period, and

iii. where the Member's total Service has exceeded 40 years, the aggregate of 1/60th of Final Remuneration for each year of Service before Normal Retirement Date (not exceeding 40 such years) and of a further 1/60th of Final Remuneration for each year of Service after Normal Retirement Date, with an overall maximum of 45 reckonable years.

Final Remuneration being computed in respect of i. and iii. above as at the actual date of retirement, but subject always to paragraph 6. below;

c. on leaving Pensionable Service before Normal Retirement Date, a pension of 1/60th of Final Remuneration for each year of that service (not exceeding 40 years) or of such greater amount as will not prejudice Approval. The amount computed as aforesaid may be increased in proportion to any increase in the Index which has occurred between the date of termination of Pensionable Service and the date on which the pension begins to be payable. Any further increase necessary to comply with Department of Social Security requirements is also allowable.

2. The Member's Lump Sum Retirement Benefit shall not exceed:-

a. on retirement at or before Normal Retirement Date, 3/80ths of Final Remuneration for each year of Service (not exceeding 40 years) or such greater amount as will not prejudice Approval;

b. on retirement after Normal Retirement Date, the greatest of:-

i. the amount calculated in accordance with paragraph 2.a. above on the basis that the actual date of retirement was the Member's Normal Retirement Date,

ii. the amount which could have been provided at Normal Retirement Date in accordance with paragraph 2.a. above together with an amount representing interest thereon, and

iii. where the Member's total Service has exceeded 40 years, the aggregate of 3/80ths of Final Remuneration for each year of Service before Normal Retirement Date (not exceeding 40 such years) and of a further 3/80ths of Final Remuneration for each year of Service after Normal Retirement Date, with an overall maximum of 45 reckonable years.

Final Remuneration being computed in respect of i. and iii. above as at the actual date of retirement, but subject always to paragraph 6. below;

c. on leaving Pensionable Service before Normal Retirement Date, a lump sum of 3/80ths of Final Remuneration for each year of that service (not exceeding 40 years) or such greater amount as will not prejudice Approval. The amount computed as aforesaid may be increased in proportion to any increase in the Index which has occurred between the date of termination of Pensionable Service and the date on which the

pension begins to be payable but only if and to the same extent as the total benefits have been increased under paragraph 1.c. above.

3. The lump sum benefit (exclusive of any refund of the Member's own contributions and any interest thereon) payable on the death of a Member while in Service of (having left Service with a deferred pension) before the commencement of his pension shall not, when aggregated with all like benefits under Associated Schemes, exceed the greater of:-

a. £5,000 and

b. 4 times Final Remuneration but excluding proviso i. of that Definition

less

i. any lump sum (other than a refund of his own contributions and any interest thereon) payable on the death of the Member under all Relevant Schemes in respect of service with previous employers, and

ii. any lump sum life assurance benefit payable on the death of the Member under a retirement annuity contract or trust scheme approved under Chapter III Part XIV of the Act, or a personal pension scheme approved under Chapter IV Part XIV of the Act,

if the aggregate of such lump sums exceeds £1,000

4. Any pension for a Dependant, when aggregated with the pensions, other than those provided by surrender of the Member's own pension, payable to that Dependant under all Associated Schemes, shall not exceed an amount equal to 2/3rds of the Aggregate Retirement Benefit-

a. being paid to the Member at the date of his death (including any pension increases given under Rule 29), or

b. being a deferred benefit payable to the Member at Normal Retirement Date, or

c. prospectively payable to the Member who dies in Service had he remained in Service up to the Normal Retirement Date at the rate of pay in force immediately before his death, or

d. prospectively payable to the Member who dies in Service after Normal Retirement Date on the basis that he had retired on the day before he died,

or such greater amount as will not prejudice Approval

If pensions are payable to more than one Dependant of a Member, the aggregate of all Dependents' pensions payable in respect of him under this and all Associated Schemes shall not exceed the full amount of whichever is the appropriate Aggregate Retirement Benefit under a., b., c. or d. above or such greater sum as will not prejudice Approval.

5. The maximum amount of a pension ascertained in accordance with this Rule less any pension which has been surrendered to provide a

Dependant's pension may be increased in proportion to the increase in the Index which has occurred since the pension commenced to be paid.

6. If a Member takes any part of his benefits under this Scheme in advance of actual retirement, the limits set out in paragraph 1. and 2. above shall apply as if he had retired at the date of the election as aforesaid, no account being taken of subsequent Service, save that the maximum amount of any uncommuted pension not commencing immediately may be increased either actuarially in respect of the period of deferment or in proportion any increase in the Index during that period.
7. The preceding provisions of this Rule shall be modified in the application to a Member who is or has been a Special Director or Controlling Director as follows:-

the amount of the maximum Aggregate Retirement Benefit in paragraph 1. and of the maximum Lump Sum Retirement Benefit in paragraph 2. shall be reduced, where necessary for Approval, so as to take account of any corresponding benefits under either a retirement annuity contract or trust scheme approved under Chapter III Part XIV of the Act or a personal pension scheme approved under Chapter IV Part XIV of the Act,

and in relation to a Member who is a Special Director at his Normal Retirement Date, as follows:-

a. where retirement takes place after Normal Retirement Date but not later than the Member's 70th birthday, paragraph 1.b.ii. and iii. and paragraph 2.b.ii. and iii. shall not apply, and if retirement is later than the attainment of that age, the said paragraphs shall apply as if the Member's 70th birthday had been specified in the Rules as his Normal Retirement Date, so as not to treat as Service after Normal Retirement Date any Service before the Member reaches the age of 70;

b. where paragraph 6. applies to him, the rate of the actuarial increase referred to therein in relation to any period of deferment prior to his attaining the age of 70, shall not exceed the percentage increase in the Index during that period.

### 3A SPECIAL CONDITIONS

#### ALL MEMBERS

##### 1. AUGMENTATION OF BENEFITS

Where in addition to being a member of this Scheme the Member is also a member of an approved scheme (the voluntary scheme) which provides additional benefits to supplement those provided by this Scheme and to which no contributions are made by any employer of his, the provisions of the paragraph that follows shall apply in relation to any augmentation of the benefits provided for him by this Scheme after he has ceased to participate in it.

Any provisions in this Scheme imposing a limit on the amount of a benefit provided for the Member shall have effect (notwithstanding anything in them to the contrary) as if they provided for the limit to be reduced by the amount of any like benefit provided for the Member by the voluntary scheme.



CLASS A MEMBER

2. PAYMENT OF BENEFITS

The Scheme provisions shall have effect (notwithstanding anything in them to the contrary) as if they provided:-

a. that a Member's retirement benefit shall be paid no later than the date on which he attains age 75, and

b. subject to a. above that no part of a Member's retirement benefit shall be paid in advance of actual retirement or leaving service except to the extent necessary to comply with Department of Social Security requirements.

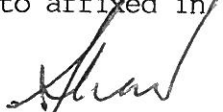
ALL MEMBERS

3. RETURN OF SURPLUS FUNDS

Any provisions in the Scheme permitting the Member to make voluntary contributions to secure additional benefits (for himself and/or his Dependants) shall (notwithstanding anything in them to the contrary) have effect as if the provisions of Part III Schedule 6, Finance Act 1989 concerning the return of surplus funds, applied to the Scheme.

The Common Seal of the Principal Company  
was hereunto affixed in the presence of:

Director



Secretary

S. Ward.

WE STEPHEN WARD and SANDRA WARD both of The Red House, Water Lane, Hollingworth, Cheshire and PERSONAL PENSION TRUSTEES LIMITED whose registered office is situate at Howard House, 10 Albert Embankment, London SE1 7SP as Trustees of the Scheme hereby consent pursuant to Rule 52 of the Rules to the amendments to the Rules set out above this consent having been executed prior to the execution of the above Deed.

DATED THIS 31<sup>st</sup> DAY OF May 1991

Signed by STEPHEN WARD *Shaw* )  
in the presence of:- *W Kettlewell* )

Signed by SANDRA WARD *S. Ward* )  
in the presence of:- *W Kettlewell* )

Signed by  
for and on behalf of PERSONAL PENSION)  
TRUSTEES LIMITED in the presence of:-)

*Al Chaff*  
*Murray*