

TRUST DEED  
1/10/95

## DECLARATION OF TRUST – CORPORATE TRUSTEES

1. JAPAN TAVORS LTD  
17/18 HENRIETTA STREET,  
LONDON WC2E 8QX

("the Principal Company") have proposed or are about to propose to Scottish Equitable Life Assurance Society or to Scottish Equitable (Managed Funds) Limited for a Policy or Policies for the purpose of securing benefits (which shall be relevant benefits as defined in Section 26(1) of the Tax Act as defined hereafter), for employees of the Participating Employers to be provided under a Scheme to be known as JAPAN

~~Death~~ Retirement and Benefits Scheme ("the Scheme").

2. The Participating Employers shall be the Principal Company and subject to prior confirmation by the Board of Inland Revenue that the treatment of the Scheme as an exempt approved scheme under Chapter II of Part II of the Finance Act 1970 and any statutory modification or re-enactment thereof ("the Tax Act") will not be affected, any other employer which directly or indirectly is controlled by, or controls, or is under the same control as the Principal Company, or which is otherwise associated in business with the Principal Company, and which upon application and having undertaken to observe the Rules of the Scheme is admitted by the Principal Company to participation in the Scheme.

If a Participating Employer ceases to fulfil the conditions for admission as set out above, or goes into liquidation or ceases to carry on business, the part of the Scheme relating to employees of that Participating Employer shall be wound up forthwith.

3. The Scheme is hereby established under irrevocable trust and the trustees after-mentioned shall be the first administrator of the Scheme and shall have the management thereof. The Scheme shall commence on

1st October 1995 ("the Commencing Date").

4. The Principal Company as trustees now declare that the Policy or Policies to follow upon the said proposal or proposals and upon any future proposals made by the Principal Company in connection with the Scheme shall be held by them in trust irrevocably for the purposes of the Scheme and in accordance with Rules of the Scheme to be made and adopted by the Principal Company within twelve months of the date of this Declaration ("the Rules").

5. (a) The Principal Company hereby appoints itself as the first trustees of the Scheme and now declares that the power to appoint new or additional trustees of the trust hereby created, and to remove trustees, shall be vested in them.

(b) A trustee, whether original or so appointed, who at the time he becomes a trustee is an employee of a Participating Employer, shall cease to be a trustee when he ceases to be such an employee.

6. The premiums necessary to provide the benefits of the Scheme shall be furnished by the Principal Company except in so far as the said premiums are met by the contributions if any made by the members in terms of the written particulars referred to in Clause 8 and of the Rules, and all such premiums and contributions shall be held in trust as aforesaid. Any costs of administering the Scheme shall be met by the Participating Employers in proportion to the amount of the premiums for the members employed by them.

7. Until the Rules are so made the Scheme shall be operated and managed

(i) in accordance with the written particulars referred to in Clause 8 of this Declaration and

(ii) so as to be capable of being treated as an exempt approved scheme for the purposes of the Tax Act and in conformity with the requirements of Section 63 of the Social Security Act 1973 and Schedule 16 thereto and any regulations made thereunder relating to the preservation of benefit rights for members who leave service before normal retirement age and

(iii) in conformity with the requirements in Sections 53 to 56 of the Social Security Pensions Act 1975 and any regulations made thereunder relating to equal access for men and women to membership of occupational pension schemes.

8. As soon as may be after the date of this Declaration the Principal Company shall cause written particulars of the Scheme to be delivered to each employee who appears to them to be eligible for membership of the Scheme unless such particulars have already been delivered to that employee.

9. Except as aftermentioned any benefit in lump sum form which becomes payable from the Scheme on a Member's death and any instalment of a Member's pension which falls due after his death, will be paid to or applied for the benefit of any one or more of the deceased Member's Beneficiaries and his legal personal representatives in such shares as the Principal Company in its absolute discretion decides, and if that discretion is not exercised within two years of the Member's death will be paid to his legal personal representatives. Any such benefit (other than a pension which becomes payable or continues to be payable for a specified period after the Member's death) will be disposed of out of the Scheme as soon as the said discretion is exercised, which shall be within two years of the Member's death.

"Member" means an employee who has been admitted to membership of the Scheme.

"Beneficiaries" means:-

- (a) the spouse and any former spouse of the deceased Member; and
- (b) any ancestor or descendant of the deceased Member or of his spouse or any former spouse and the spouse and any former spouse of any such ancestor or descendant; and
- (c) any descendant of a grandparent of the deceased Member or of his spouse or any former spouse and the spouse and any former spouse of any such descendant; and
- (d) any person who in the opinion of the Principal Company was at any time wholly or partially dependent on or was regularly assisted financially by the deceased Member; and
- (e) any individual who is a legatee under the Member's will or who benefits from his estate or would have done had he died intestate and had it been of sufficient amount, or who is nominated in writing as a Beneficiary by the Member; and for the purposes of this definition a step-child or an adopted child of any person shall be deemed to be a descendant of that person and that person shall be deemed to be an ancestor of that child, but no person shall be a Beneficiary who was not living or en ventre sa mere at the date of the Member's death.

Where the Member is a Special Director and his death occurs on or after the 75th anniversary of his birth, any benefit will be disposed of by the Principal Company making payment to the Member's legal personal representatives.

"Special Director" means a Director of a Participating Employer who either alone or together with his or her spouse and minor children is or becomes the beneficial owner of shares, which when added to any shares held by the trustees of any settlement to which the Director or his or her spouse has transferred assets, carry more than 20% of the voting rights in that company or in a company which controls that company.

10. The Principal Company may with the consent of the Trustees by deed or written instrument alter, extend, add to or modify all or any of the trusts and provisions of this Declaration or the Rules except that no such alteration, extension, addition or modification shall operate so as to prejudice the approval of the Scheme under the Tax Act.

Date 25/9/95

EXECUTED AS A DEED FOR  
AND ON BEHALF OF THE  
PRINCIPAL COMPANY

THE COMMON SEAL OF

TATAM TAJWENS LTD.

was hereunto affixed in the presence of

Signed [Signature] Director

Signed [Signature] Director/Secretary\*

SEAL

\*delete as necessary