

Dated \_\_\_\_\_

**Trust Deed**

adopting replacement provisions governing

**THE BROADWAY TRAVEL SERVICE (WIMBLEDON) LTD PENSION PLAN**

## **Parties**

1. **Broadway Travel Services (Wimbledon) Limited** whose registered office is situate at 134 The Broadway, Wimbledon, SW19 1RH (in this deed called the 'Principal Company')
2. **Mustafa Ghulamali Rajan** of 24 Betnecar Road Harrow Middx, **Hasnain Ghulamali Rajan** of 10 Lowick Road, Harrow, Middlesex and **Hussein Ghulamali Rajan** of 49 Lowick Road, Harrow, Middlesex

## **Recitals**

- (A) **THE BROADWAY TRAVEL SERVICE (WIMBLEDON) LTD PENSION PLAN** (in this deed called the 'Scheme') is a retirement benefits scheme which is established and governed by trust deed and rules dated 25 September 1992 (in this deed called the 'Existing Provisions').
- (B) The Scheme is a retirement benefits scheme for all the purposes of Chapter I of Part XIV of the Income and Corporation Taxes Act 1988 as amended by Part 4 Finance Act 2004
- (C) The Scheme provides relevant benefits as defined in the Existing Provisions and for all the purposes of Part 4 Finance Act 2004.
- (D) The Principal Employer with the consent of the Trustees desirous to delete and replace the Existing Provisions.
- (E) The power of amendment is vested in the Principal Company with the consent of the Trustees whereby the Principal Company may at any time by deed with the consent of the Trustees amend all or any of the Existing Provisions with effect from such date as is specified in that deed.

Where the context does not require otherwise Indices and Headings are included for convenience only and shall not affect the interpretation of this Deed.

## **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. In exercise under their powers of amendment in the Existing Provisions, the Principal Company with the consent of the Trustees hereby delete all of the Existing Provisions of the Scheme rules with effect from the effective date and replace them in their entirety by the clauses and schedules hereinafter attached to this Deed and referred to as "The Rules" PROVIDED THAT;

The power of amendment in Part 3 of the new rules shall remain that "Principal Company may at any time by deed with the consent of all the trustees may amend all or

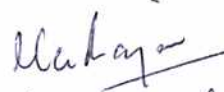
any of the Existing Provisions with effect from such date as is specified in that deed".

The power of appointment and removal of trustees in Part 4 of the new rules shall remain that "the power of appointment and removal shall be vested in the Principal Employer with the consent of the majority of trustees".

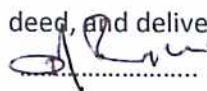
3. The provisions of this deed shall have effect on and from its date.

IN WITNESS OF WHICH this document is executed as a deed and is delivered on the date stated above.

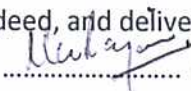
SIGNED as a deed, and delivered when dated,  
by Broadway Travel Services (Wimbledon)  
Limited acting by

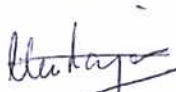
Director      Signature:   
Name      : HASNAIN RAJAN

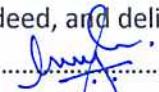
Director/      Signature:   
Secretary      Name      : HUSSEIN RAJAN

SIGNED as a deed, and delivered when dated,  
by  (signature)  
Mustafa Ghulamali Rajan in the presence of:

Witness      Signature:   
Name      : Steve Tighe  
Address : 11 Bayswater Dell  
            Linton  
            Beeds  
            L12 9ST

SIGNED as a deed, and delivered when dated,  
by  (signature)  
Hasnain Ghulamali Rajan in the presence of:

Witness      Signature:    
Name      : ~~HASNAIN RAJAN~~ Steve Tighe  
Address : 11 Bayswater Dell  
            Linton  
            Beeds  
            L12 9ST

SIGNED as a deed, and delivered when dated,  
by .....  ..... (signature)  
Hussein Ghulamali Rajan

in the presence of:

Witness      Signature:   
Name      : Steve Tyler  
Address : 11 Baylun Dell  
            Luta  
            Bedy  
            LU2 9ST