

THIS DEED OF AMENDMENT is made the 26TH day of OCTOBER 2006 BETWEEN BIRCHLAND PROPERTIES LIMITED whose registered office is at Birchland Collier's Lane Charlcombe Bath BA1 8DP ("the Principal Company") of the one part and BRYAN KEVIN MILTON of Birchland Collier's Lane Charlcombe Bath BA1 8DP EDWARD JOHN MILTON of Birchland Collier's Lane Charlcombe Bath BA1 8DP ROBERT BRYAN MILTON of Birchland Collier's Lane Charlcombe Bath BA1 8DP and UNION PENSION TRUSTEES LIMITED whose registered office is at Queen Square House 18/21 Queen Square Bristol BS1 4NH ("the Trustees") of the other part

WHEREAS:-

- 1 This Deed is inter alia supplemental to:-
 - (i) a Second Definitive Trust Deed ("the Definitive Trust Deed") dated 26th day of May 1990 whereby rules defining the provisions of the Birchland Executive Pension Scheme ("the Scheme") were brought into effect
 - (ii) a Deed of Amendment dated 17th day of December 1992 whereby new Rules ("the Rules") defining the provisions of the Scheme were brought into effect.
- 2 The Principal Company and the Trustees are respectively the present principal company and the present trustees of the Scheme.
- 3 By Clause 11 of the Definitive Trust Deed the power to amend the provisions of the Rules is vested in the Trustees.
- 4 The Trustees with the consent of the Principal Company wishes to amend the provisions of the Rules as follows.
- 5 Many of the amendments reflect the coming into force of part 4 of the Finance Act 2004.
- 6 To prepare for the Finance Act 2004 the Trustees wish to exercise their power under section 68 of the Pensions Act 1995, as amplified by the Occupational Pension Schemes (Modification of Schemes) Regulations 2006, to:
 - (a) modify the Scheme to incorporate the provisions of the Registered Pension Schemes (Modification of the Rules of Existing Schemes) Regulations 2006 [SI 2006 / 364] (the "Modification Regulations") into the Rules but without reference to any time limit on their effect, and
 - (b) to disapply the Modification Regulations themselves.

The exercise of the power in section 68 is not subject to sections 67-67I of the Pensions Act 1995.

- 7 By virtue of the Occupational Pension Schemes (Modification of Schemes) Regulations 2006, sections 67-67I of the Pensions Act 1995 do not apply to the modifications made by the insertion into the Scheme of new Clauses 4.3, 4.4 and

16.2 set out in the schedule to this deed. None of the other modifications made by this deed in exercise of the power in the Definitive Trust Deed to amend the provisions of the Scheme (see recital 3) is a regulated modification within section 67A of the Pensions Act 1995.

OPERATIVE PROVISIONS

- 1 The Trustees in exercise of the power conferred upon them by Clause 11 of the Definitive Trust Deed hereby amends the provisions of the Rules in the way and in the sequence set out in Clause 4.
- 2 The Trustees confirm their consent to the amendments made by this deed.
- 3 The amendments made by this deed shall not take effect if and to the extent that they would (but for this Clause) constitute regulated modifications (as defined in section 67A of the Pensions Act 1995) such that they would be voidable for the purposes of sections 67-67I of that Act, provided that:
 - 3.1 if any amendment is so voidable by reason of its having effect from or by reference to a specified date but would not be invalidated if a different date were substituted, it shall have effect as though that different date were substituted, and
 - 3.2 the amendments shall have effect in all other respects.
- 4 The amendments made by this deed, including those made by Trustees' resolutions, take effect on 6 April 2006 immediately after one another in the following sequence:
 - 4.1 without prejudice to any power for the Trustees to pass written resolutions that is already in the Rules, the following new Clause is inserted into the Definitive Trust Deed at an appropriate place:

"A written resolution signed by all of the Trustees shall be as effective as one passed at a meeting. A written resolution may consist of two or more documents in the same form signed by different trustees.",
 - 4.2 in exercise of their power under section 68 of the Pensions Act 1995 and of their power to pass written resolutions, the Trustees resolve, by executing this deed, to modify the Scheme to incorporate into its Rules (by reference) the provisions of the Modification Regulations, but without the limitation on their effect to the "transitional period" (as defined in the Modification Regulations),
 - 4.3 in exercise of their power under section 68 of the Pensions Act 1995 and of their power to pass written resolutions, and with the consent of the Principal Company the Trustees resolve, by executing this deed, to modify the Scheme in relation to all or part of each Member's subsisting rights so that in the event of his death on or after 5 December 2005:
 - (a) a surviving civil partner is treated in the same way as a widow or widower,

and

- (b) the rights of any other survivor are determined as if the surviving civil partner were a widow or widower.

4.4 the Scheme is hereby further amended, as follows:

- (a) by adding the following wording to the Definitive Trust Deed as a new final Clause, numbered appropriately:

"The Finance Act 2004 Schedule sets out modifications which are to apply to the Scheme with effect from 6 April 2006 and shall override any other provisions of the Scheme which are inconsistent with them after this date."

- (b) by inserting the Finance Act 2004 Schedule which is attached to this deed as a new Schedule to the Rules.

4.5 after the operation of Clause 4.4 the following shall cease to apply to the Scheme:

- (a) the provisions of regulations 4, 5, 6 and 7 of the Modification Regulations (dealing with the benefit and contribution limits that applied to the Scheme before 6 April 2006) incorporated into the Rules by the Trustees' resolution at Clause 4.2, and
- (b) any modifications to the Scheme made by that resolution in order to reflect the incorporation of those provisions.

4.6 in exercise of their power under section 68 of the Pensions Act 1995 and of their power to pass written resolutions, the Trustees resolve, by executing this deed, to modify the Scheme by amending the Rules so that the Modification Regulations no longer apply to it.

5 If any part of Clause 4 is declared to be void in proceedings of the High Court of England and Wales, the whole of Clause 4 shall, unless and to the extent that the Trustees and the Principal Company decide otherwise, be deemed to be void and of no effect and the Modification Regulations shall apply to the Scheme and be deemed to have applied to it with effect on and from 6 April 2006.

IN WITNESS whereof this deed has been executed the day and year first above written.

SIGNED as a DEED for and on behalf of
BIRCHLAND PROPERTIES LIMITED

Director

Bryan M. [Signature]

Director / Secretary

Rosie Mutton [Signature]

SIGNED as a DEED by the said BRYAN KEVIN MILTON
in the presence of:-

witness name

address

occupation

Mrs D Burfield
7 Old Forge Way
Peasedown St John
Cleaner

SIGNED as a DEED by the said EDWARD JOHN MILTON
in the presence of:-

witness name

address

occupation

Mrs D Burfield
7 Old Forge Way
Peasedown St John
cleaner

SIGNED as a DEED by the said ROBERT BRYAN MILTON
in the presence of:-

witness name

address

occupation

Mrs D Burfield
7 Old Forge Way
Peasedown St John
cleaner

SIGNED as a DEED for and on behalf of
UNION PENSION TRUSTEES LIMITED

Director

Director / Secretary

North

Bryan Milton
Robert Milton

Finance Act Schedule

1 DEFINITIONS

1.1 The expressions in this Schedule shall have the following meanings:

"A-Day" means 6 April 2006.

"Arrangement Borrowing Condition" means the condition for borrowing by a Registered Pension Scheme contained in section 182 of the FA04.

"Authorised Member Payment" means a payment which satisfies the conditions of section 164 of the FA04.

"Authorised Surplus Payment" means a payment within section 177 of the FA04.

"Benefit Crystallisation Event" has the same meaning as in section 216 FA04.

"Dependant" has the meaning given in paragraph 15 of Schedule 28 to the FA04.

"Enhanced Protection Member" means a Member to whom paragraph 12(1) of Schedule 36 to the FA04 applies and who has ceased to be in Pensionable Service before A-Day.

"FA04" means part 4 (Pension schemes etc.) of the Finance Act 2004.

"Formal Document" means the document establishing the trusts under which the Scheme operates and constituting the Scheme together with any document that has been expressed to be supplemental to or has amended the provisions of that document.

"Fund Reserve" means in relation to a Member such appropriate part of the assets of the Scheme as shall be notionally attributable to that Member solely for the purpose of calculating his benefits.

"Lifetime Allowance" has the same meaning as in section 218 FA04 in relation to an individual. (This limits the amount of tax privileged saving that an individual can have. It may be the standard allowance or, depending on the individual's circumstances, a higher amount.)

"Lifetime Allowance Charge" has the same meaning as in section 214(1) FA04.

"Lifetime Allowance Excess Lump Sum" has the same meaning as in paragraph 11 of Schedule 29 to FA04. (This is a lump sum benefit paid to a Member (aged under 75) because they have used up their available Lifetime Allowance.)

"Member" means a person who has been admitted to the Scheme in the manner prescribed in the Rules and who remains entitled or prospectively entitled to benefits

from the Scheme.

"Modification Regulations" means the Registered Pension Schemes (Modification of Rules of Existing Schemes) Regulations 2006 [SI 2006 / 364].

"Participating Company" means the principal company and any other body corporate individual or partnership who having adhered to the Scheme in the manner prescribed in the Scheme Documents is for the time being participating in the Scheme.

"Pensionable Service" has the meanings given to it by the Preservation Requirements.

"Preservation Requirements" means the provisions of Chapters I of Part IV of the Pension Schemes Act 1993 relating to the rights of a Member on termination of his Pensionable Service.

"Principal Company" means the body corporate, individual or partnership identified as the principal company in the Formal Document. Where no body corporate, individual or partnership is identified as the principal company in the Formal Document, it means the body corporate, individual or partnership that established the Scheme.

"Qualifying Recognised Overseas Pension Scheme" has the meaning given in section 169(2) of the FA04.

"Registered Pension Scheme" means a scheme or arrangement which is a registered pension scheme or Qualifying Recognised Overseas Pension Scheme for the purposes of Part 4 of the FA04.

"Registration" means registration of the Plan by the Revenue under Chapter 2 Part 4 of the FA04 subject to Part 1 of Schedule 36 of the FA04.

"Relevant Benefit Accrual" shall have the meaning given to it by paragraph 13 of Schedule 36 of the FA04.

"Retirement-Benefit Activities" shall have the meaning given to it by section 255 of the Pensions Act 2004.

"Revenue" means the Her Majesty's Revenue and Customs. Where the context so requires it shall also mean the Board of Inland Revenue or the Pension Schemes Office.

"Rules" means the rules or other constituting documents of the Scheme in force on the 5 April 2006 as amended by any legislation overriding such rules and any amendments or special terms that have been advised to Members as at that date but not formally incorporated into those rules.

"SSAS Regulations" means the Retirement Benefits Schemes (Restriction on Discretion to Approve) (Small Self-administered Schemes) Regulations 1991 (SI 1991/1614) as they had effect on 5 April 2006.

"Scheme" means the scheme to which this Schedule relates.

"Scheme Administration Member Payment" shall have the meaning given to it by section 171 of the FA04.

"Scheme Administrator" means the Trustees in accordance with Clause 15 of this Schedule for the purposes of section 270 of the FA04.

"Scheme Documents" means the Rules, any Formal Document, and any other document that forms part of the Rules or Formal Document by reason and to the extent that the interpretation of the Rules or Formal Document requires it.

"Short-term Annuity" means a term annuity that satisfies the conditions of paragraph 6 or paragraph 20 of Schedule 28 to the FA04.

"Transfer Value Requirements" means the provisions of Chapter IV of Part IV of the Pension Schemes Act 1993 relating to transfer values.

"Trustees" means the trustees for the time being of the Scheme.

"Unauthorised Employer Payment" has the same meaning as in section 160(4) FA04.

"Unauthorised Payment" has the same meaning as in section 160(5) FA04.

"Unsecured Pension Conditions" means Pension Rule 5 of section 165 and paragraphs 6 to 10 (inclusive) and paragraph 14 of Schedule 28 of the FA04 and any Regulations made under them, to the extent that they apply to a Member who is under the age of 75.

"Unsecured Pension Fund" means the funds held for the benefit of the Member for the provision of an unsecured pension within the meaning in paragraph 4 of Schedule 28 of the FA04. Such funds may include a Short-term Annuity and such other investments as may be permitted under the Scheme. The Trustees must administer a Member's Unsecured Pension Fund in accordance with the Unsecured Pension Conditions.

- 1.2 Throughout the Scheme Documents references to "the Inland Revenue" or "the Board of Inland Revenue" are deleted and replaced by references to "HM Revenue and Customs".
- 1.3 Any expression in this Schedule which have not been defined in Clause 1.1 above shall have the meaning given to it by the Scheme Documents.

2 APPLICATION OF THIS SCHEDULE

- 2.1 The provisions of this Schedule shall have overriding effect over the Formal Documents and other Scheme Documents on and from 6 April 2006. In the event that any Clause of this Schedule contradicts the Scheme Documents, that Clause shall take priority with effect from 6 April 2006. This Rule shall also override anything contained to the contrary in the literature issued to all or any of the Members describing the terms and conditions of the Scheme.
- 2.2 Except where stated to the contrary, this Schedule shall apply to and in respect of all Members of the Scheme, including those in receipt of a pension from the Scheme.
- 2.3 Any reference to a statute (or to a particular chapter, part of, section of, or schedule to, a statute) in this Schedule includes any modification or re-enactment of it and any regulations made under it or with reference to it (or any such modification or re-enactment). References to legislation enacted in the United Kingdom, but which does not extend to Northern Ireland, include any corresponding legislation in force in Northern Ireland;
- 2.4 In the interpretation of this Schedule, unless the context requires otherwise:
- (a) the singular includes the plural and vice versa; and
 - (b) words denoting one gender include the other gender;
- 2.5 Nothing in this Schedule shall create a liability on any Participating Company to pay a higher amount of contributions than is otherwise provided for by the Rules.
- 2.6 Nothing in this Schedule shall increase the Trustees' liability to provide any benefit or payment under the Scheme, except to the extent that additional contributions have been paid by the Participating Companies to the Trustees to meet such liabilities.

3 ACTIVITIES OF THE SCHEME

- 3.1 The activities of the Scheme are hereby limited to Retirement-Benefit Activities.

4 FINANCE ACT 2004

- 4.1 By operation of FA04, the Scheme became a Registered Pension Scheme for the purposes of that Act on A Day.
- 4.2 The Trustees shall run the Scheme in accordance with FA04 in a way which will enable the Scheme to continue as a Registered Pension Scheme.
- 4.3 (a) This Clause 4.3 is about Unauthorised Payments. It overrides any Rule that is inconsistent with it (save for any Rule that, by law, it cannot override).

- (b) The provisions of regulation 3 (Scheme rules not to require the making of unauthorised payments) of the Modification Regulations that have been incorporated into the Rules are modified according to Clause 4.3(c).
 - (c) A Member shall not accrue through Pensionable Service on or after A Day or contributions paid on or after that date any rights that would give rise to an Unauthorised Payment, and otherwise no payment that relates to Service on or after A Day shall be made if it would be an Unauthorised Payment.
- 4.4 This Clause 4.4 applies only if, when and to the extent that it is lawful for the Trustees to do what it says.
- If the amount crystallised for the purposes of section 216 FA04 on a Benefit Crystallisation Event in respect of benefits payable to or in respect of a Member would exceed his available Lifetime Allowance, the Trustees may, on the request of the Member, pay the excess as a Lifetime Allowance Excess Lump Sum, provided that the payment of any excess pension is done prior to the Benefit Crystallisation Event and the other conditions of paragraph 11 of schedule 29 to FA04 are met.
- 4.5 With effect from A-Day the Principal Company hereby covenants that it shall exercise any powers and discretions given to it by the Scheme Documents or by law in a way which will enable the Scheme to continue as a Registered Pension Scheme.
- 4.6 A Member may, with the consent of the Trustees, elect to receive a benefit under the Scheme to which he is entitled in a form, or on any occasion, which is not allowed for under the Rules of the Scheme, provided that such payment :
- (a) Does not prejudice the Registration of the Scheme; and
 - (b) does not exceed the value of the Member's Fund Reserve at the time of the election determined by the Trustees in accordance with the Scheme Documents.
- 4.7 The Trustees may raise or borrow or accept upon deposit any sum or sums of money upon such terms and conditions as they shall in their discretion think fit and may secure the repayment of such moneys and interest thereon by charging or mortgaging any of the assets comprised in the Scheme or any of the assets purchased or acquired with all or part of the money borrowed. Monies so borrowed shall
- (a) comply with the Arrangement Borrowing Condition unless the Trustees decides otherwise; and
 - (b) be applied in any manner which the Trustees may in their discretion decide and is consistent with the conditions for maintaining Registration including purchasing or otherwise acquiring property or other assets of any nature.

5 TERMINATION OF DISCRETIONARY APPROVAL

- 5.1 The provisions of regulations 4, 5, 6 and 7 of the Modification Regulations (dealing with the benefit and contribution limits that applied to the Scheme before 6 April 2006) that have been incorporated into the Rules no longer apply to the Scheme.
- 5.2 Subject to Clause 2.6, if in the opinion of the Trustees, any provision of the Scheme Documents
- (a)
 - (i) restricts the benefits to be provided by the Scheme; or
 - (ii) requires the agreement or approval of the Revenue; or
 - (iii) requires the Trustees to provide information to the Revenue; or
 - (b) is attributable to the conditions, limitations and requirements of the Revenue in connection with obtaining or maintaining the discretionary approval of the Scheme under section 591 of the Income and Corporation Taxes Act 1988 (however expressed), as it applied to the Scheme immediately before A-Day, it shall operate without such restriction, requirement, condition or limitation with effect from 6 April 2006.
- 5.3 The decision of the Trustees shall be final on all matters of doubt as to the way in which any provision of the Scheme Documents is modified by this Clause 5. The Trustees need not give reasons for any decision.
- 5.4 Nothing in this Clause 5 shall affect Clause 7.

6 ELIGIBILITY AND ADMISSIONS

- 6.1 Subject to Clause 4 and the remainder of this Clause 6, any conditions under which any employee of a Participating Company may become a Member of the Scheme contained in the Scheme Documents will continue to apply.
- 6.2 The Principal Company may with the consent of the Trustees admit to membership of the Scheme any person who is not an employee of a Participating Company and his membership shall be on such terms as the Trustees shall agree with the Principal Company.
- 6.3 Notwithstanding anything contained in the Rules, membership of the Scheme shall (subject to the consent of the Principal Company) also be open to employees of a non-UK resident Participating Company that is carrying on a trade in the UK through a branch or agency, if they have employment income as defined in section 7(2) of the Income Tax (Earnings and Pensions) Act 2003.
- 6.4 The Principal Company's powers under this Clause 6 may not be exercised if it would cause the Scheme to cease to fall within the definition of "occupational pension scheme" in section 1(1) of the Pension Schemes Act 1993.

- 6.5 A Member may continue to pay contributions after his employment with a Participating Company has ended if the Trustees agree.

7 CONTRIBUTIONS

7.1 Member Contributions

Any restriction in the Rules of the amount a Member may contribute to the Scheme shall cease to apply. The Principal Company may impose at its discretion any new restriction on the amount of contributions a Member may pay to the Scheme provided that it informs the Member affected and the Trustees in writing.

7.2 Other Contributions

Any restrictions in the Rules on contributions that may be paid to the Scheme in respect of a Member or Members shall cease to apply. The Principal Company at its discretion may apply any new restriction by advising the Members affected by the restriction in writing.

8 CIVIL PARTNERS

8.1 In the event of a Member's death on or after 5 December 2005:

- (a) a surviving civil partner shall be treated in the same way as a widow or widower for the purpose of establishing an entitlement to benefits, and
- (b) the rights of any other survivor to benefits under the Scheme shall be determined as if the surviving civil partner were a widow or widower.

9 MEMBER'S UNSECURED PENSION FUND

- 9.1 If the Trustees have in accordance with the Member's decision under Clause 4.6 established an Unsecured Pension Fund in respect of a Member, they may apply to it all or such proportion of the Member's Fund Reserve as the Member shall direct.
- 9.2 If the Trustees have applied a proportion of a Member's Fund Reserve to his Unsecured Pension Fund in accordance with Clause 9.1, they may on subsequent occasions apply further proportions of that Member's Fund Reserve to it as the Member shall direct, provided that the total amount so applied shall not exceed the value of the Member's Fund Reserve.

10 TRANSFERS TO THE SCHEME

- 10.1 Notwithstanding any provisions in the Rules to the contrary, the Trustees may accept a transfer payment for the purpose of providing additional benefits from the Scheme

for the Member or Dependant to whom it relates. The transfer payment may be made to the Scheme by any other pension scheme, whether or not established in the United Kingdom. Where the transfer payment is accepted from another Registered Pension Scheme this may be in respect of a Member or Dependant who is in receipt of income from the transferred pension scheme (or, if not in receipt of income from the Scheme, is entitled to take income from an income withdrawal arrangement under the transferring pension scheme).

- 10.2 The Trustees have the right to refuse to accept a transfer payment without having to provide a reason (including, without limitation, if the Trustees are of the view that acceptance of such a transfer would be contrary to any requirement of the FA04).
- 10.3 The Trustees have the right to insist on the provision of information, evidence and/or declarations, relevant to the transfer payment, from the Member, Dependant and/or person responsible for the administration of the transferring scheme before accepting the transfer payment.

11 TRANSFERS FROM THE SCHEME

- 11.1 Notwithstanding any provisions in the Rules to the contrary, at the request of the Member and with the agreement of the Trustees, the proceeds of the Member's Fund Reserve may be transferred to another Registered Pension Scheme or to a Qualifying Recognised Overseas Pension Scheme. Benefits shall not be transferred in such a way as would lead to the imposition of a penalty on the Trustees under section 266 of the FA04.
- 11.2 The Trustees will agree to any request from a Member and comply with the Transfer Value Requirements, where a Member has a statutory right to transfer his Fund Reserve.
- 11.3 Any provision in the Rules requiring the Trustees to provide information in relation to the benefits of a Member that are being transferred from the Scheme will no longer apply. However, the Trustees will comply with reasonable requests for information from the trustees or managers of the scheme to which the proceeds of the Member's Fund Reserve are to be transferred.
- 11.4 In the circumstances and subject to the conditions prescribed by the Preservation Requirements, the Trustees may transfer the proceeds of a Member's Fund Reserve to another Registered Pension Scheme or to a Qualifying Recognised Overseas Pension Scheme without the consent of the Member.

12 PENSION SHARING ON DIVORCE

12.1 Special Definitions

In this Clause the following special definitions shall apply:

Ex-Spouse means an individual to whom Pension Credit Rights have been or are to be allocated following a Pension Sharing Order, agreement or equivalent provision.

Pension Credit means a credit under section 29(1) (b) of the Welfare Reform and Pensions Act 1999.

Pension Sharing Order means any order or provisions as is mentioned in section 28(1) of the Welfare Reform and Pensions Act 1999.

Safeguarded Rights means such of the Ex-Spouse's rights falling within section 68A(1) of the Pension Schemes Act 1993 as represent the safeguarded percentage (defined in section 68A(3) of the Pension Schemes Act 1993) of the rights acquired by virtue of the credit.

12.2 This Clause relates to any pension sharing orders made on or after A-Day and in this respect replaces any provision relating to pension sharing on divorce in the Rules.

12.3 The provision of a benefit in respect of an Ex-Spouse under this Clause does not in itself confer upon an Ex-Spouse, or any of their Dependants, a right to any other benefit provided under the Scheme.

12.4 Provision of Pension Credit Benefits

The Trustees may discharge their liability in respect of a pension credit in any manner which they consider to be consistent with the Welfare Reform and Pensions Act 1999.

12.5 Assignment

The Rules are amended to permit the assignment of part or all of the Member's retirement benefits or rights to benefits under the Scheme to his/her Ex-Spouse to the extent necessary to comply with a Pension Sharing Order.

12.6 Death of Ex-Spouse

If the Ex-Spouse dies after a Pension Sharing Order is made but before it is implemented by the Trustees, the following benefits may be paid from the cash value of the Pension Credit at the date of death:

- (a) a lump sum death benefit may be paid to any person at the discretion of the Trustees, in accordance with the Rules except that the Ex-Spouse shall be substituted for Member where appropriate, and/or
- (b) a non-commutable pension or pensions payable to a Dependant or Dependant(s) of the Ex-Spouse. Such pensions may increase in payment in accordance with the provisions of the Rules and must be payable for life, except that pensions paid to children must cease when the child ceases to be a Dependant.

13 TRANSITIONAL PROTECTIONS

- 13.1 The Trustees may pay a benefit to or in respect of a Member of the Scheme which is not an Authorised Member Payment to the extent that the Member enjoys rights conferred by Parts 2 or 3 of Schedule 36 of the FA04.
- 13.2 The Trustees shall not pay a benefit under Clause 13.1 above unless the Member has provided such evidence as the Trustees may from time to time require that
- (a) the Member has submitted any notices of intention which may be specified by Part 2 of Schedule 36 of the FA04 to the Revenue and
 - (b) any protections provided by Parts 2 or 3 of Schedule 36 of the FA04 have not ceased to apply.
- 13.3 No Relevant Benefit Accrual may occur in relation to the Fund Reserve of an Enhanced Protection Member unless the Member has notified the Trustees by notice in writing that he is no longer to be treated as an Enhanced Protection Member. Accordingly, any sums paid to the Scheme by or in respect of an Enhanced Protection Member without such notice may be refunded by the Trustees to the extent that such a refund amounts to a Scheme Administration Member Payment or Authorised Surplus Payment but otherwise may be held by the Trustees for the general purposes of the Scheme or reallocated amongst the Fund Reserves of the remaining Members.
- 13.4 Any loan made by the Scheme to the Principal Company before A-Day shall be subject to the conditions of paragraph 38 of Schedule 36 of the FA04 to the extent provided by that paragraph.

14 PENSIONER TRUSTEE

- 14.1 Any person who is acting in the capacity of Pensioner Trustee (within the definition in Regulation 2 of the SSAS Regulations) of the Scheme immediately before A-Day whether or not he was defined by that term under the Scheme Documents shall be known as and defined as the Independent Trustee with effect from A-Day for all the purposes of the Scheme, and the Scheme Documents shall be deemed to have been amended accordingly.
- 14.2 On and after A-Day the Independent Trustee shall have all the powers and discretions under the Scheme as available to the other Trustees.
- 14.3 On and after A-Day, any terms of appointment, resignation (or retirement) or removal as a trustee of the Scheme which apply exclusively to the Pensioner Trustee shall not apply to the Independent Trustee.

15 SCHEME ADMINISTRATOR

- 15.1 With effect from A-Day, the Trustees shall be the Scheme Administrator.

- 15.2 Any person who is appointed as a Trustee shall also be the Scheme Administrator and a Trustee shall cease to be Scheme Administrator at any time that he ceases to be a Trustee.

16 TAX

- 16.1 This Clause 16 applies in addition to any existing power in the Scheme Documents for the Trustees to deduct tax from payments.
- 16.2 The Trustees shall be entitled to recover from any present or future benefits or entitlements under the Scheme in respect of a Member an amount reflecting any liability of the Scheme Administrator to pay the Lifetime Allowance Charge for which, under section 217 of the FA 04, they may be jointly and severally liable with the individual to whom the charge relates.
- 16.3 If the Trustees ask a Member to declare his available Lifetime Allowance to them before they pay him benefits and the Member fails to comply, the Trustees shall be entitled to assume that he has fully utilised his Lifetime Allowance and to treat all his benefits as subject to the Lifetime Allowance Charge until such time as he provides a declaration.
- 16.4 The Trustees may enter into arrangements with an insurance company with whom they have effected an annuity policy to the effect that the insurance company will pay to the Revenue any income tax or any Special Lump Sum Death Benefit Charge (as defined under section 206(1) of the FA04) for which the Scheme Administrator would otherwise be liable.
- 16.5 When making a payment from which they may deduct an amount of tax under Clauses 16.2, the Trustees may apply the benefit in whole or in part in the payment of such tax (including any interest due) and deduct the amount so paid from the benefit or postpone the payment of the benefit until the liability has been met or provision made for it to their satisfaction.
- 16.6 The Trustees shall agree the nominated date for the purpose of determining a pension input period under section 238 of the FA04.

17 PROTECTION FOR THE TRUSTEES

- 17.1 Each Trustee shall be indemnified from the assets of the Scheme against all or any claims, costs, losses, damages, awards, expenses, or fines and penalties which he may pay or incur or which have been made or awarded against him in his capacity as the Scheme Administrator which are directly or indirectly attributable to a liability to tax mentioned in Clause 16.
- 17.2 The Principal Company undertakes both before and after the winding-up of the Scheme to indemnify each Trustee who is the Scheme Administrator against

- (a) any tax for which he is liable; or
- (b) all or any claims, costs, losses, damages, awards, expenses, or fines and penalties which he may pay or incur or which have been made or awarded against him which are directly or indirectly attributable to such liability to tax in his capacity as the Scheme Administrator to the extent that the same cannot for any reason be met out of the assets of the Scheme.

17.3 Where an Unauthorised Member Payment or an Unauthorised Employer Payment is made by the Scheme Administrator and this is a Scheme Chargeable Payment, whichever of the Member or the Participating Company has received the payment or in respect of whom the payment was made shall indemnify the Scheme Administrator in respect of any scheme sanction charge that the Scheme Administrator may subsequently be liable under section 239 of the FA04.

17.4 The indemnity mentioned in Clause 17.3 shall not apply where the payment in question was wholly attributable to negligence on the part of the Scheme Administrator or where, in making the payment in question, the Scheme Administrator did not act in good faith.

17.5 In this Clause, the terms "Unauthorised Member Payment" and "Scheme Chargeable Payment" shall have the same meanings ascribed to them in section 160 or 241 respectively of the FA04.

18 INVESTMENT

18.1 The Trustees shall have full and unrestricted powers to:

- (a) dispose of any assets or deal with them;
- (b) enter into any obligations or contracts or dealings (including stocklending, underwriting and dealings in currencies, traded options, financial futures, commodities, commodity futures and derivatives of all kinds);
- (c) place cash on deposit or current account in any currency with any bank or other deposit taking institution at such rate of interest (if any) and upon such terms as the Trustees shall think fit;
- (d) invest in collective investment schemes, funds, or policies or deposit funds ;
- (e) lend money to any person;
- (f) join with the trustees or scheme administrators of any other Registered Pension Scheme in commingling assets in common investment funds; or
- (g) acquire and hold assets of any nature, situated in any part of the world, including assets of a wasting or reversionary nature or that do not produce income

provided that, by doing so, they do not make any Unauthorised Payments.

19 PROFESSIONAL ADVISERS

19.1 Any provision (however framed) of the Scheme Documents which would require the Trustees or any other person to:

- (a) Appoint a person to act as the actuary of the Scheme or;
- (b) appoint a person to act as the auditor of the Scheme

shall be construed as conferring on the Trustees the discretion to make such appointment.

19.2 Any provision (however framed) of the Scheme Documents which would require the Trustees or any other person to obtain:

- (a) audited accounts or
- (b) actuarial valuations

in relation to the Scheme, shall be construed as conferring on the Trustees the discretion to obtain such accounts or valuations.

20 TERMINATION OF THE SCHEME

20.1 The provisions of this Clause shall apply in addition to the existing provisions for the termination of the Scheme (by whatever terms).

20.2 If the Scheme has been terminated in accordance with the Scheme Documents, the Trustees may in their absolute discretion decide to postpone the termination of the Scheme and in the meantime continue it as a closed arrangement under which

- (a) no further contributions shall be due from the Participating Companies; but
- (b) contributions may continue to be paid by each Member at such rate as he may agree from time to time with the Trustees, until such time as the Trustees decide to proceed to wind up the Scheme.