Dated:

**Trust Deed**

adopting replacement provisions governing

**Brighton Bed Centre Ltd Executive Pension Scheme**

**Parties**

1. **BRIGHTON BED CENTRE LIMITED** (company number 04430404) whose registered office is situate at 85 Church Road, Hove, East Sussex, BN3 2BB (in this deed called the 'Principal Employer')
2. **COLIN AUBREY WYNNE PATRICK MORRIS** of 90 Woodland Drive, Hove, East Sussex, BN3 6DE, **MARGARET MORRIS** of 90 Woodland Drive, Hove, East Sussex, BN3 6DE, **PHILIP ROY DRAYTON-MORRIS** of 24 Whitelot Way, Southwick, Brighton, West Sussex, BN42 4YF and **STUART LYNDEN MORRIS** of 12A Little Western Street, Hove, East Sussex, BN3 1AG(in this deed called the 'Trustees')

**Recitals**

1. Brighton Bed Centre Ltd Executive Pension Scheme (in this deed called the 'Scheme') is a pension scheme which is currently governed by Definitive Trust Deed and Rules dated 31 October 2005 and all subsequent amending Deeds (in this deed called the 'Existing Provisions').
2. It is intended to replace the Existing Provisions in their entirety.
3. The power of alteration and amendment is set out in 22.1 of the Existing Provisions.

**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. Pursuant to clause 22.1 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:

* 1. the power in Rule 3.1 (Power of Amendment) may be exercised by the Principal Employer with the consent of all the Trustees.
  2. the power in Rule 4.1 (Trustees Appointment and Removal) may be exercised by the Principal Employer with the consent of all the Trustees.

1. 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 **BRIGHTON BED CENTRE LIMITED**  
  
acting by   
  
Director Signature :  
 Name :   
  
Witness Signature :  
 Name :  
 Address :

SIGNED as a deed, and delivered when dated, by …………………….. (signature)   
**COLIN AUBREY WYNNE PATRICK MORRIS** acting by

Witness Signature :  
 Name :  
 Address :

SIGNED as a deed, and delivered when dated, by …………………….. (signature)   
**MARGARET MORRIS** acting by

Witness Signature :  
 Name :  
 Address :

SIGNED as a deed, and delivered when dated, by …………………….. (signature)   
**PHILIP ROY DRAYTON-MORRIS** acting by

Witness Signature :  
 Name :  
 Address :

SIGNED as a deed, and delivered when dated, by …………………….. (signature)   
**STUART LYNDEN MORRIS** acting by

Witness Signature :  
 Name :  
 Address :