

Date of Deed: 30 November 2007

- 1 FRESHFIELD ANALYSIS LIMITED (in this Deed called the Principal Employer) (Company number 01972407)
- 2 NSR TRUSTEES LIMITED (in this Deed called the Outgoing Trustee & Professional Trustee) AND (in this Deed called the Outgoing Scheme Administrator)
- 3 STEPHEN JOHN HEMINGWAY, KATHARINE ROSALIND PAINTER (in this Deed called the Continuing Trustees)

Recitals

(a) Freshfield Analysis Pension Scheme (in this Deed called the "Scheme") is a pension scheme which is now governed by a Definitive Trust Deed and dated 17 April 2007 (in this Deed called the "Existing Provisions") and all subsequent amending documentation.

(b) The Continuing Trustees and the Outgoing Trustee & Professional Trustee are the present Trustees and Professional Trustee of the Scheme.

Deed of Removal of Trustee & Appointment of Scheme Administrator

(c) The Principal Employer, **Freshfield Analysis Pension Scheme** Professional Trustee as a Trustee and Professional Trustee of the Scheme.

(d) The Principal Employer wishes to appoint a replacement Scheme Administrator as a consequence of the removal of the Professional Trustee, who will also be discharged from all duties and liabilities from the Effective Date in Ongoing Scheme Administration.

(e) In this Deed, including the recitals, "Effective Date" means the date of this Deed.

Operative provisions

1. The Principal Employer exercises of the powers conferred on them by 11.1 of the existing provisions of the Definitive Deed (as amended by this Deed) and all other powers then existing hereby appoint, discharge and remove the Outgoing Trustee & Professional Trustee and Trustee and Professional Trustee of the Scheme with effect from the Effective Date with the consent of the Continuing Trustees.

2. The Principal Employer, in exercise of the powers conferred on them by 11.1 of the existing provisions of the Definitive Deed (as amended by this Deed) and all other powers then existing hereby appoint, discharge and remove the Outgoing Scheme Administrator as Scheme Administrator of the Scheme.

3. The Principal Employer appoints Scheme Administrator and further acknowledges that they shall become the Scheme Administrator of the Scheme for the purposes of Part 4 of the Finance Act 2004 with effect from the Effective Date with the consent of the Continuing Trustees.

4. The Continuing Trustees agree to take all necessary steps to remove from the Trust of the Scheme and any of the assets of the Scheme (if any) in the name of the Outgoing Trustee & Professional Trustee (jointly or alone), including the removal of the name of the Outgoing Trustee & Professional Trustee from any relevant registration at HM Land Registry.

Date of Deed: 30 November 2008

- 1 FRESHFIELD ANALYSIS LIMITED (in this Deed called the Principal Employer) (Company number 01972407)
- 2 NSS TRUSTEES LIMITED (in this Deed called the 'Outgoing Trustee & Professional Trustee') AND (in this Deed called the Outgoing Scheme Administrator)
- 3 STEPHEN JOHN HEMINGWAY, KATHARINE ROSALIND PAINTER (in this Deed called the 'Continuing Trustees')

Recitals

- (A) Freshfield Analysis Pension Scheme (in this Deed called the 'Scheme') is a pension scheme which is now governed by a Definitive Trust Deed and rules dated 17 April 2007 (in this Deed called the 'Existing Provisions') and all subsequent amending documentation.
- (B) The Continuing Trustees and the Outgoing Trustee & Professional Trustee are the present Trustees and Professional Trustee of the Scheme.
- (C) The Professional Trustee is the registered Scheme Administrator of the Scheme
- (D) The Principal Employer wishes to remove the Outgoing Trustee & Professional Trustee as a Trustee and Professional Trustee of the Scheme
- (E) The Principal Employer wishes to appoint a replacement Scheme Administrator as a consequence of the removal of the Professional Trustee, who will also be discharged from all duties and liabilities from the Effective Date as Outgoing Scheme Administrator
- (F) In this Deed (including the recitals) "Effective Date" means the date of this Deed.

Operative provisions

1. The Principal Employer in exercise of the powers conferred on them by 11.1 of the existing provisions of the Definitive Deed hereby remove the Outgoing Trustee & Professional Trustee as a Trustee and Professional Trustee of the Scheme with effect from the Effective Date with the consent of the Continuing Trustees.
2. The Principal Employer in exercise of the power conferred on them by 11.1 of the existing provisions of the Definitive Deed (as amended by this Deed) and all other powers then enabling hereby appoint themselves with the consent of the Continuing Trustees as the Scheme Administrator and remove the Outgoing Scheme Administrator as Scheme Administrator of the Scheme.
3. The Principal Employer accepts of Scheme Administrator and further acknowledges that they shall become the Scheme Administrator of the Scheme for the purposes of Part 4 of the Finance Act 2004 with effect from the Effective Date with the consent of the Continuing Trustees.
4. The Continuing Trustees agree to take all reasonable steps to remove from the Trusts of the Scheme and any of the assets of the Scheme held in the name of the Outgoing Trustee & Professional Trustee (jointly or alone), including the removal of the name of the Outgoing Trustee & Professional Trustee from any relevant registration at HM Land Registry.

5. In removing the Outgoing Administrator from the Trusts of the Scheme, the Outgoing Administrator is hereby discharged from all duties and liabilities with effect from the Effective Date.
6. It is agreed that with effect from the Effective Date the Outgoing Trustee & Professional Trustee shall be discharged from all future duties and liabilities as a Trustee and Professional Trustee of the Scheme.

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
FRESHFIELD ANALYSIS LIMITED acting by

Director Signature : *S.J. Hemingway*
Name : S.J. HEMINGWAY

Director/
Secretary Signature : *Katharine Painter*
Name : K.R. PAINTER

SIGNED as a Deed, and delivered when dated, by
STEPHEN JOHN HEMINGWAY in the presence
of:

S.J. Hemingway (signature)

Witness Signature : *M.F.D Ormerod*
Name : M.F.D ORMEROD
Address : 49 ARCHERY ROAD
 ELTHAM
 LONDON
 SE9 1HF

SIGNED as a Deed, and delivered when dated, by
KATHARINE ROSALIND PAINTER in the
presence of:

Katharine Painter (signature) *KRP*

Witness Signature : *M.F.D Ormerod*
Name : M.F.D ORMEROD
Address : 49 ARCHERY ROAD
 ELTHAM
 LONDON
 SE9 1HF