

Dated: 20 March 2013

Trust Deed

adopting replacement provisions governing

The Hammerhead TV Pension Scheme No 1

Parties

1. **HAMMERHEAD TELEVISION FACILITIES LIMITED** (company number 02214047) whose registered office is situate at Unit 19 Liongate Enterprise Park, Morden Road, Mitcham, Surrey, CR4 4DA (in this deed called the 'Principal Employer')
2. **NIGEL ALAN HOBAN** and **JANE ELIZABETH HOBAN** both of Highgrove, Ausewell Hill, Ashburton, Devon, TQ13 7HD (in this deed called the 'Trustees')

Recitals

- (A) The Hammerhead TV Pension Scheme No 1 (in this deed called the 'Scheme') is a pension scheme which is currently governed by a Consolidating Definitive Trust Deed and Rules dated 04 February 2007 and all subsequent amending deeds (in this deed called the 'Existing Provisions').
- (B) It is intended to replace the Existing Provisions in their entirety.
- (C) The power of alteration and amendment is set out in 15.1 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 15.1 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:

- 2.1 the power in Rule 15.1 (Power of Amendment) may be exercised by the Principal Employer with the consent of all the Trustees.
- 2.2 the power in Rule 7.1.1 (Trustees Appointment and Removal) may be exercised by the Principal Employer with the consent of all the 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
HAMMERHEAD TELEVISION FACILITIES LIMITED

acting by

Director Signature: *NAH*
Name : NIGEL ALAN HOBAN

Witness Signature: *G.F. Stacey*
Name : GARY STACEY
Address : 39 MELLONS CLOSE
 NEWTON ABBOT
 TQ12 1YF

SIGNED as a deed, and delivered when dated, by
NIGEL ALAN HOBAN in the presence of:

NAH.....(Signature)

Witness Signature: *G.F. Stacey*
Name : GARY STACEY
Address : 39 MELLONS CLOSE
 NEWTON ABBOT
 TQ12 1YF.

SIGNED as a deed, and delivered when dated, by
JANE ELIZABETH HOBAN in the presence of:

JE Hoban.....(Signature)

Witness Signature: *G.F. Stacey*
Name : GARY STACEY
Address : 39 MELLONS CLOSE
 NEWTON ABBOT
 TQ12 1YF.