

Dated:

Trust Deed

adopting replacement provisions governing

M M S Executive Pension Scheme

Parties

1. CHEERCALL LIMITED (Company No. 04674790) whose registered office is situate at 2nd Floor Nucleus House, 2 Lower Mortlake Road, Richmond, TW9 2JA (in this Deed called the "Principal Employer")
2. RONALD MICHAEL SOUNDERS and CAROLINE WILDE both of The Old Parsonage, Church Road, Pewsey, Wiltshire, SN9 5DL (in this Deed called the "Trustees")

Recitals

- (A) M M S Executive Pension Scheme (in this Deed called the 'Scheme') is a pension scheme which is now governed by a Trust Deed and Rules dated 15 December 2011, Definitive Trust Deed and Rules dated 09 August 2016 and all additional amending deeds (in this deed called the 'Existing Provisions').
- (B) In accordance with the Existing Provisions the power of amendment is vested in the Principal Employer subject to consent of the Trustees.
- (C) The Principal Employer wishes to replace the Existing Provisions in their entirety, to which the Trustees have consented as evidenced by the execution 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. The Principal Employer in exercise of the power conferred on them by the Existing Provisions and all other powers them enabling hereby repels the Existing Provisions. 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 3.1 (Power of Amendment) may be exercised by the Principal Employer with consent of the Trustees
- 2.2 the power in Rule 4.1 (Trustees Appointment and Removal) may be exercised by the Principal Employer with consent of 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 CHEERCALL LIMITED acting by:

Director Signature:
 Name :

Witness Signature:
 Name :
 Address:

SIGNED as a Deed, and delivered when dated, by
RONALD MICHAEL SOUNDERS in the presence of:

(signature)

Witness Signature:
 Name :
 Address:

SIGNED as a Deed, and delivered when dated, by
CAROLINE WILDE in the presence of:

(signature)

Witness Signature:
 Name :
 Address: