

Dated : 11 JUNE 2006.

Trust Deed

adopting replacement provisions governing the  
ONLY 4 U RETIREMENT BENEFITS SCHEME

## Parties

- 1 ONLY 4 U LIMITED (company number **04620636**) (in this deed called the 'Principal Employer')
- 2 BARNETT WADDINGHAM TRUSTEES LIMITED (company number **02005798**) (in this deed called the 'Outgoing Trustee')
- 3 KISHORILAL SHAH (in this deed called the 'Continuing Trustees')

## Recitals

- (A) The Only 4 U Limited Retirement Benefits Scheme (in this deed called the 'Scheme') is a pension scheme which is currently governed by Definitive Trust Deed and Rules dated 13 April 2005 (in this deed called the 'Existing Provisions').
- (B) The General Trustees and the Outgoing Trustee are the trustees of the Scheme (the 'Trustees'). The Principal Employer is the principal sponsoring employer of the Scheme (referred to in the Existing Provisions as the Principal Company).
- (C) It is intended to replace the Existing Provisions in their entirety, pursuant to rule 19.1 of the Existing Provisions which vests the power of alteration (amendment) in the Principal Employer.
- (D) It is also intended that the Outgoing Trustee is removed by the Continuing Trustees in accordance with 4.1 of the attached Rules.

## 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 rule 18.1 of the Existing Provisions, those Existing Provisions shall cease to have effect and the Scheme shall be governed by the attached Rules, PROVIDED THAT:
  - 2.1 the power in Rule 18.1 (Power of Amendment) may be exercised by the Principal Employer with the consent of the Trustees;
  - 2.2 the power of Appointment and Removal of Trustees may be exercised by the Continuing Trustees.
- 3 Pursuant to Rule 4.1 of the attached Rules the Continuing Trustees remove the Ongoing Trustee as a Trustee of the Scheme.
- 4 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.

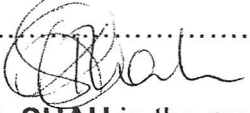
SIGNED as a deed, and delivered when dated, by **ONLY 4 U LIMITED** acting by

Director      Signature  :  
Name : K. Shah


Director/      Signature  :  
Secretary Name : M. SPILLER.

SIGNED as a deed, and delivered when dated, by .....

(signature)



**KISHORILAL SHAH** in the presence of:

Witness      Signature  :  
Name : NAVINE VALAM  
Address: 53 BURLINGTON ROAD  
ISLEWORTH, TW7 4LX