

DATED

27th January 2014

DEED OF AMENDMENT

OF THE RMS PENSION SCHEME

between

PRIPAK LIMITED

and

MR CHARLES REID RUSSELL AND MRS TORILL CATHERINE RUSSELL

and

PENSION PRACTITIONER.COM LIMITED

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SCHEDULE

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THIS DEED is dated

PARTIES

- (1) Pripak Limited incorporated and registered in England and Wales with company number 03077100 whose registered office is at 19-21 Swan Street, West Mailing, Kent. ME19 6JU (**Principal Employer**).
- (2) Charles Reid Russell and Torill Catherine Russell both of 36 Petrel Way, Hawkings, CT18 7GZ (**Trustees**).
- (3) Pension Practitioner.Com Limited, a company incorporated and registered in England and Wales with company number 06028668, whose registered office is at Daws House, Daws Lane, Mill Hill, London, NW7 4SD (**Administrator**).

BACKGROUND

- (A) The Scheme is governed by the Deed and Rules. This deed is supplemental to the Deed and Rules and the deeds set out in the Schedule.
- (B) The Principal Employer is the present principal employer under the Scheme.
- (C) The Trustees are the present trustees of the Scheme.
- (D) Clause 15.1 of the Rules allows the Administrator to amend the Rules provided that such alteration does not prejudice the tax registered status of the Scheme.
- (E) Clause 25 of the Trust Deed allows the Principal Employer and Trustees to amend the Trust Deed
- (F) The Principal Employer and the Trustees have agreed to amend the Rules in the manner set out in the Schedules.
- (G) The amendments are not detrimental modifications under section 67 of the PA 1995.

OPERATIVE PART

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Deed and Rules: the definitive trust deed and rules dated 29 July 2013 made between the Principal Employer and the Trustees.

PA 1995: Pensions Act 1995.

Scheme: RMS Pension Scheme

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) [and that person's personal representatives, successors and permitted assigns].
- 1.4 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this deed.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes fax.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 References to a document in **agreed form** are to that document in the form agreed by the parties and initialled by or on their behalf for identification.
- 1.14 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.

- 1.15 References to clauses and Schedules are to the clauses and Schedules of this deed.
- 1.16 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. AMENDMENT

- 2.1 Pursuant to Rule 15.1 of the Existing Rules, those Existing Rules shall cease to have effect and the Scheme shall be governed by the attached Rules, PROVIDED THAT:

the power in Rule 3.1 (Power of Amendment) may be exercised by the Principal Employer.

the power in Rule 4.1 (Power of Appointment and Removal of Trustees) may be exercised by the Principal Employer.

- 2.2 Pursuant to Clause 25 of the Existing Deed, clauses 3 to 26 shall cease to have effect and replaced by the attached Rules

3. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

4. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

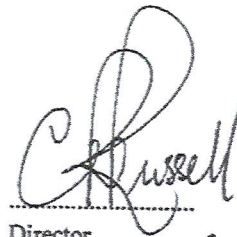
Schedule 1 Deeds

1. DEEDS AND SUPPLEMENTARY DEEDS RELATING TO THE SCHEME

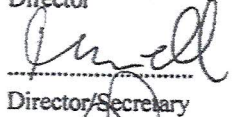
Trust Deed and Rules dated 29 July 2013

Deed of Removal and Appointment of Administrator dated 24th January 2014

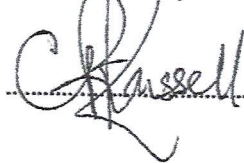
Executed as a deed by Pripak Limited
acting by :


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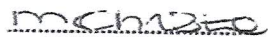
Director


.....

Director/Secretary

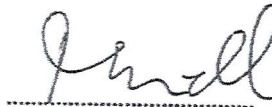

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Signed as a deed by Charles Reid
Russell
in the presence of:


.....

Name: MICHELLE CHRISTINE
Address: 44 STOCKS GREEN ROAD
HILDBOROUGH KENT TN11 9AD

Signed as a deed by Torill Catherine
Russell
in the presence of:


.....


.....

Name: MICHELLE CHRISTINE
Address: 44 STOCKS GREEN ROAD
HILDBOROUGH KENT TN11 9AD

Executed as a deed by Pension
Practitioner.com Limited acting by:


.....

Director

in the presence of:


.....

Name: G. McCORMACK.
Address: 22 Whitby
Eaton House.
London.
E14 8AN.

RESOLUTION OF THE TRUSTEES OF THE RMS PENSION SCHEME

INTERPRETATION

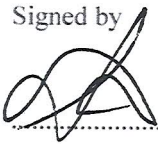
The Trustees confirm that the terms used in this resolution should be interpreted as they are defined in the Definitive Trust Deed and Rules dated 29th July 2013 for the RMS Pension Scheme (**Scheme**).

RESOLUTION

In exercise of the powers conferred by Clause 11.6 of the Scheme Rules and any other relevant power, the Trustees of the Scheme resolve that with effect from the date of this resolution:

- The Trustees would request the Employer enter into a deed to remove Scion Pension Administration Limited as Administrator of the Scheme.
- The Trustees would request the Employer to appoint Pension Practitioner .Com Limited as replacement Administrator
- The replacement administrator would transfer powers of alteration vested in them to the Principal Employer
- The present advisors of the trustees, The Money Farm Limited have taken guidance from Pension Practitioner .Com Limited and will adopt with the sponsoring employer an amendment to the trust deed and rules which will enable the trustees to operate the scheme as a registered pension scheme and allow the transfer in of pension rights accrued with HSBC.
- The Trust Instrument which was executed by the Trustees, Principal Employer and Mark Day dated 20th December 2013 will be set aside. The Trustees will execute a deed to wind up all provisions and trusts of that deed to ensure that there is no conflict with the original deed under which the scheme administrator obtained tax registered status.

Signed by



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Signed by



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Date: 24-01-13