

THIS DEED is made ^{25th November 1998} BETWEEN NORTHERN BUS COMPANY LTD whose registered office is situate at Anston Sheffield S31 7JJ (hereinafter called "the Employer") of the first part MICHAEL ALAN STAFFORD of 15 West Street Sheffield South Anston S31 7EE DUNCAN FORBES ROBERTS of 7 Worcester Close Sheffield S10 7JF and the said NORTHERN BUS COMPANY LTD (hereinafter called "the Continuing Trustees") of the second part and GENERAL REVERSIONARY AND INVESTMENT COMPANY whose registered office is situate at 15 St James's Square London SW1Y 4LQ (hereinafter called the "Pensioneer Trustee") of the third part
WHEREAS

1 This Deed is supplemental to a Declaration of Trust dated 10 October 1996 (hereinafter called "the Declaration") whereby the trusts of The Northern Bus Retirement Benefit Scheme (hereinafter called "the Plan") were established and any Deeds supplemental thereto and any rules made thereunder (hereinafter together called "the Plan Deeds")

2 The Employer desires to amend the provisions of the Plan Deeds

3 The Employer desires to appoint the Pensioneer Trustee as a trustee of the Plan to act jointly with the Continuing Trustees and the Pensioneer Trustee has agreed so to act

NOW THIS DEED WITNESSES that with effect from ^{25th November 1998} (hereinafter called "the Effective Date")

1 The Employer hereby amends the Plan Deeds by deleting all the clauses of the Declaration together with the Rules attached thereto and substituting the trusts powers

and provisions set out as follows so that from the Effective Date the Plan shall be governed by those trusts powers and provisions:

"1 Construction

1.1 In the Declaration and Rules, unless the context otherwise requires the following words and expressions have the following respective meanings:

"Associated Employer" means any subsidiary company (within the meaning of Section 736 Companies Act 1985) of the Employer or any other employer which, in the opinion of the Employer and the Board of the Inland Revenue, is associated by virtue of permanent community of interest with the Employer, and includes the successors in the title of that subsidiary company or that employer.

"Director" has the meaning given in Section 612(1) Income and Corporation Taxes Act 1988.

"Employee" means any employee or Director of the Employers.

"Employer" means the Employer recited above and any other employer which shall have agreed by deed to assume the obligations of the Employer under the Plan.

"Employers" means the Employer and any Associated Employer admitted to participation in the Plan in accordance with the Declaration.

"Member" means any individual admitted to membership of the Plan in accordance with the Declaration.

"Plan" means The Northern Bus Retirement Benefit Scheme

"Relevant Benefits" has the meaning given in Section 612(1) Income and Corporation Taxes Act 1988.

"Resolution" means a resolution of the Employer made in accordance with its constitution or otherwise properly made.

"Rules" means the rules of the Plan as amended from time to time.

"Trustees" means the trustee or trustees from time to time of the Plan.

- 1.2 The Rules shall be deemed to form part of and be read as one with the Declaration.
- 1.3 The Declaration shall be construed and take effect in accordance with the laws of England.
- 1.4 Any Act referred to in the Declaration shall be deemed to include any other Act by which it is amended or replaced and any order regulation or direction issued under them and for the time being in force.

2 Constitution of the Plan

- 2.1 The constitution of the Plan under irrevocable trusts with effect from 10 October 1996 is hereby confirmed.
- 2.2 The benefits provided for and in respect of Members under the Plan shall be Relevant Benefits only.
- 2.3 The Rules, coded CPA+ 1989-TR (D120.MB) a copy of which are attached hereto, are hereby brought into operation.

3 Administration of the Plan

- 3.1 The Plan shall be governed by and administered in accordance with the Declaration, the Rules and the requirements relating to (i) exempt approved schemes under Chapter 1 Part XIV of the Income and Corporation Taxes Act 1988; (ii) preservation of benefits under Section 63 and Schedule 16 of the Social Security Act 1973; and (iii) equal access under Part IV of the Social Security Pensions Act 1975.
- 3.2 The Trustees shall comply with the requirements of Regulation 5 of The Retirement Benefits Scheme (Restriction on Discretion to Approve) (Additional Voluntary Contributions) Regulations 1993 [SI 1993 No 3016] and where the Plan is the "leading scheme" in relation to the Member, with the requirements of Regulation 6 of those Regulations so far as they concern "main schemes". If these Regulations are amended or replaced by any other regulations then this clause will have effect as if it had been amended or replaced accordingly. For the purposes of this clause "leading scheme" and "main scheme" have the meanings assigned to them in these Regulations.

4 Trustees of the Plan

- 4.1 The assets of the Plan shall be held by and in the name of the Trustees and invested or applied in accordance with the Rules.
- 4.2 The statutory power of appointing new or additional trustees of the Plan and of removing any or all of the Trustees from office shall vest in the Employer and be exercised by deed and in particular the Employer shall also have the right at any time in its unfettered discretion (but subject to Part 7 of the Rules) to

remove any trustee of the Plan by deed except that the number of Trustees shall not exceed seven or be less than two unless a corporation is to be appointed as sole Trustee.

5 Employers and Members

- 5.1 Any associated Employer may, in the sole discretion of the Employer, be admitted to participation in the Plan with effect from the date of a deed under which the Associated Employer shall have agreed with the Employer and Trustees to be bound by the provisions of the Plan.
- 5.2 Any Employee may, in the sole discretion of the Employer, be admitted to membership of the Plan with effect from the date shown on a written statement ("Membership Statement") which the Member shall be entitled to receive from the Employer.
- 5.3 Details of the respective Relevant Benefits to be provided under the Plan for and in respect of each Member shall be included in the Membership Statement.

6 Amendments to the Plan.

- 6.1 Unless specifically provided therein to the contrary the Employer may amend the provisions of this Declaration or the Rules or the other terms of the Plan (including the terms of any Membership Statement) by Resolution, or if the Employer shall so decide, by deed.
- 6.2 Notwithstanding Clause 6.1, the Employer shall make any amendments which may be required by the Board of Inland Revenue in order that the Plan shall be,

or continue to be approved as an exempt approved scheme under Chapter I Part XIV of the Income and Corporation Taxes Act 1988.

- 6.3 The power of amendment may be exercised, restricted or released by the Employer in its absolute discretion and shall not be a fiduciary or trust power

7 Termination of the Plan

The Plan shall terminate at the end of eighty years from 10 October 1996 unless there is legislation then in force permitting it to continue for a longer period or it is terminated earlier in accordance with the dissolution provisions of the Rules".

- 2 The Rules of the Plan are amended by deleting Rules 7.3.1, 7.3.2 and 7.3.3 and replacing them with the following:

“7.3.1. If an annuity is to be purchased in respect of a Member in accordance with rule 6.2 (normal retirement benefits) the Trustees may with the Member’s agreement defer purchasing part or all of the annuity or annuities for or in respect of such Member until no later than the date on which such Member attains age 75 or such later date as is referred to in 7.3.3 below, so long as the following conditions are satisfied:

- (a) Where all Members are in receipt of pensions, the Trustees shall not directly or indirectly, make any new loans to the Employer or a Company associated with the Employer or make any new investments in any stock or shares in any Private Company following the first payment of pension to the last Member to retire. The Trustees shall

ensure the repayment of any existing loan made to the Employer or to any Company associated with the Employer and shall realise the value of any stock or shares held in any Private Company within five years of the commencement of pension in respect of the last Member to have retired.

- (b) Where the Plan has both Members who have not retired and Members whose annuity purchase has been deferred, the Proceeds of the Member's Fund of each Member whose annuity purchase has been deferred shall be excluded when determining the proportion and the amount which may be lent to the Employer or any Company associated with the Employer or used to buy stock or shares in any Private Company. Within five years of the commencement of pension to a Member, the Trustees shall ensure that an appropriate proportion of any loan to the Employer or any Company associated with the Employer is repaid and shall ensure an appropriate proportion of the value of any stock or shares held in any Private Company is realised.
- (c) Where, during the period of deferral, investments held for the purposes of the Plan include real property, the Trustees shall ensure that there are sufficient other readily realisable assets so as to be in a position to purchase a Member's annuity at any time after the Member has attained age 70.

- (d) The amount of any new borrowing by the Trustees during any period of deferral shall be restricted so that the Proceeds of retired Member's Funds are excluded from the calculation in rule 4.3(c).
- (e) During the period of deferral, whilst the pension is paid by the Trustees, an Actuary shall certify the amount of pension which can be maintained by the Trustees taking account of:
 - (i) any associated Dependant's pensions payable;
 - (ii) the income and assets of the Plan, and in particular those liquid assets representing the Proceeds of the retired Member's Fund.The certificate shall compare the pension with the amount of an annuity which could, at that time and on the same terms, be secured with the Proceeds of the Member's Fund. Where the pension and annuity differ by ten percent or more, the certificate shall include a full explanation.
- (f) A copy of the initial actuarial certificate shall be provided to the Pension Schemes Office of the Inland Revenue with the next actuarial valuation report of the Plan or earlier on request by the Pension Schemes Office.
- (g) A formal review of the amount of pension payable shall thereafter form part of the Plan's triennial actuarial investigations; and the renewal certificate shall be supplied to the Pension Schemes Office with the actuarial report referred to in rule 7.4 (actuarial reports).

(h) The Trustees shall review the suitability of annuity purchase on an annual basis and in connection with significant changes in available annuity rates.

7.3.2 The Trustees shall purchase any associated annuity as referred to in rule 6.7 (spouse's pension), rule 6.9 (dependants' annuities) and rule 6.10 (excess proceeds) which is to be payable to the spouse to whom the Member is married on the date on which he retires at the same time as they purchase the annuity in respect of the Member in accordance with 7.3.1 above.

7.3.3 The Trustees may with the Member's agreement defer purchasing until the death of the Member any associated annuity (as referred to in 7.3.2 above) which is to be payable to the spouse to whom the Member is married on the date on which he dies."

3 With effect from the Effective date the Employer in exercise of the power vested in it by the Plan Deeds and of every other power it enabling hereby appoints the Pensioner Trustee to be a trustee of the Plan to act jointly with the Continuing Trustees for all the purposes of the Plan or such of the same purposes as may still be subsisting and capable of taking effect

4 The Continuing Trustees and the Pensioner Trustee hereby declare that they will hold the funds investments policies contracts and other property of the Scheme upon the trusts thereof and with and subject to the powers and provisions applicable thereto and for the time being in force

- 5 The Continuing Trustees shall act as the Managing Trustees for the time being of the Scheme until such time as another person or persons shall be so designated
- 6 The Pensioner Trustee qualifies as a Pensioner Trustee as referred to in Rule 7.1 of the Plan Deeds
- 7 It is hereby certified that this deed falls within Category A in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

IN WITNESS whereof the General Reversionary and Investment Company has hereto caused its common seal to be affixed and the other parties hereto have duly executed and delivered this document as a Deed the day and year first above written

Executed by NORTHERN BUS COMPANY LTD

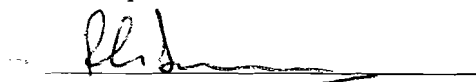
On signature by


Director


Director/Secretary

Signed by MICHAEL ALAN STAFFORD

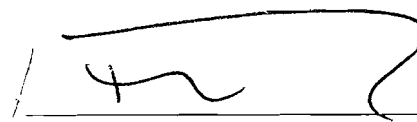
In the presence of



Signed by DUNCAN FORBES ROBERTS

In the presence of





THE COMMON SEAL OF

GENERAL REVERSIONARY AND INVESTMENT COMPANY

was hereunto affixed in the presence of

J. Beard.
Duly Authorised Official

[Signature]
Duly Authorised Official

EXEMPTED TO BE A MEMBER OF
OF THE ORIGINAL

[Signature]
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