

DATED 27 June 1994

(1) SPECIALISED UNIT HANDLING LIMITED

- and -

(2) PENSIONEER TRUSTEES (LONDON) LIMITED

and

DOUGLAS JAMES GRANT

GLEND A DOREEN GRANT

TRUST DEED

THE SPECIALISED UNIT HANDLING LIMITED EXECUTIVE PENSION SCHEME

TRUST DEED

THE SPECIALISED UNIT HANDLING LIMITED EXECUTIVE PENSION SCHEME

DATE: 27 JUNE 1994

PARTIES:

- 1) "the Principal Employer" SPECIALISED UNIT HANDLING
LIMITED whose registered
office is at Greenlea Park
Prince Georges Road London
SW19 2PT

- 2) "the Trustees" PENSIONEER TRUSTEES (LONDON)
(which expression where
used herein means the
trustee or trustees for
the time being of the
Scheme): LIMITED whose registered
office is at Metropolitan
House Northgate Chichester
West Sussex PO19 1BE and
DOUGLAS JAMES GRANT and
GLENDA DOREEN GRANT both of
Adderley Walpole Avenue
Chipstead Surrey CR5 3PR

H E R E A S:-

- (i) this Deed is supplemental to a Definitive Trust Deed and Rules dated the seventeenth day of December One thousand nine hundred and eighty two ("the Original Trust Deed and Rules") whereby there was established with effect from that date THE SPECIALISED UNIT HANDLING LIMITED EXECUTIVE PENSION SCHEME ("the Scheme") irrevocable trust]

(ii) all Deeds expressed to be supplemental to the original Trust Deed and Rules

3. The Scheme has been approved by the Board of Inland Revenue under SF19/46954
4. In order to inter alia maintain that approval circumstances have necessitated that certain changes be made to the provisions of the Original Trust Deed and Rules
5. The Trustees are the present trustees of the Scheme and its underlying fund ("the Fund")
6. In accordance with the powers vested in the Trustees and the Principal Employer in the Original Trust Deed and Rules it has been agreed that all of the existing provisions of the Original Trust Deed and Rules be deleted and that the provisions hereinafter appearing be substituted therefor

THIS DEED WITNESSETH and it is hereby declared and agreed by and between the parties hereto that all of the provisions of the Original Trust Deed and Rules be deleted and the following be is hereby substituted therefor:-

THE parties hereto in accordance with the powers vested in them hereby delete all the provisions contained in the Original Trust Deed and Rules and replace them in their entirety by the Clauses and Schedules hereinafter appearing. No decision or exercise of a power under the terms of the Scheme before the execution of this Deed shall be invalidated

THE Fund shall continue to be held by the Trustees upon IRREVOCABLE TRUST (subject to the payment of all expenses properly incurred in connection with the Scheme) to apply the income and if and so far as necessary the capital of the Fund in or towards providing relevant benefits as defined in Section 612(1) of Chapter I Part XIV of the Act for such Employees of the Employers who become eligible to participate in the Scheme in accordance with the Trust Deed and the Rules. Upon the advice of the Actuary the Trustees may from time to time in their discretion in special circumstances appearing to them to warrant such action augment the benefits to which any person or class of persons may be entitled under the Scheme. Provided that any deviation under this Clause from the benefits as defined in the Trust Deed and Rules shall not operate so as to increase the benefits payable to or in respect of a Member in excess of the limits contained herein or such greater amount as would not prejudice approval of the Scheme by the Board of Inland Revenue under Chapter I of Part XIV of the Act

THE Employers may at any time pay contributions to the Scheme in order to augment the benefits of Employees of the Employers or with the consent of the Board of Inland

SCHEDULE M
Social Security Special Provisions

As from 9 March 1992 (the date prescribed in the Occupational Pension Schemes (Investment of Scheme's Resources) Regulations 1992) the Trustees' power to invest in employer-related investments (as defined in paragraph 3 of Schedule 4 to the Social Security Act 1990) shall be made only where:-

- a. Each Member Deferred Pensioner Postponed Pensioner and Pensioner is a Trustee of the Scheme
- b. Any decision to invest as aforesaid is agreed in writing by each Member Deferred Pensioner Postponed Pensioner and Pensioner

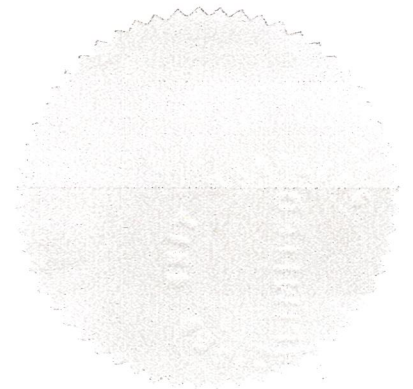
I N W I T N E S S whereof the Principal Employer and Pensioneer Trustees (London) Limited have hereunto caused their Common Seals to be affixed and the remaining Trustees have hereunto set their hands and seals all on the day and year first before written

THE COMMON SEAL of SPECIALISED)
UNIT HANDLING LIMITED)
was hereunto affixed)
in the presence of :-)




Director

Secretary



D Grant

(SIGNED SEALED and DELIVERED
(by the said DOUGLAS JAMES
(GRANT
(in the presence of :-

WITNESS: JUDY MARION HAINES

SIGNATURE *J.M. Haines*
ADDRESS *114 RUSSELL RD*
WIMBLEDON
SW19 1HW
OCCUPATION *ACCOUNT ADMIN*

G.D. Grant

(SIGNED SEALED and DELIVERED
(by the said GLENDA DOREEN
(GRANT
(in the presence of :-

WITNESS: JUDY MARION HAINES

SIGNATURE *J.M. Haines*
ADDRESS *114 RUSSELL ROAD*
WIMBLEDON
SW19 1HW
OCCUPATION *ACCOUNTS ADMIN*

(THE COMMON SEAL of
(PENSIONER
(TRUSTEES (LONDON)
(LIMITED was hereunto
(affixed in the presence
(of :-

[Signature]

Director

[Signature]

Director

