

DEED OF AMENDMENT

Dated the 24 day of July 2014

1.0 PARTIES

- 1.1 **WANSFORD CLOSE 1956 LIMITED** of 43 Wansford Close Billingham Cleveland TS23 3LB (the "Principal Employer")
- 1.2 **MALCOLM CLIFFORD O'MEARA** of 43 Wansford Close Billingham TS23 3LB (the "Member Trustee")
- 1.3 **ROWANMOOR TRUSTEES LIMITED** of Rowanmoor House 46-50 Castle Street Salisbury SP1 3TS (the "Independent Trustee").

2.0 RECITALS

- 2.1 This Deed of Amendment is supplemental to:-

- A. The Deed dated the 23 day of July 2014 together with Rules annexed thereto (the "Definitive Deed")
- B. Any Deed by which the **WANSFORD CLOSE 1956 LTD EXECUTIVE PENSION SCHEME** (the "Scheme") was established by the Principal Employer if effected by a separate Deed
- C. All other Deeds amending A. and B. above.

- 2.2 The Scheme is governed and administered in accordance with the Definitive Deed.
- 2.3 The Member Trustee and the Independent Trustee are the current trustees of the Scheme.
- 2.4 By the power conferred by the Definitive Deed the trustees may by deed with the consent of the Principal Employer alter, add to delete or replace all or any of the trusts powers and provisions of the Scheme with effect from the date specified in that deed.
- 2.5 In accordance with the amendment power contained in the Definitive Deed the Principal Employer and the trustees of the Scheme wish to formally amend the provisions of the Scheme as set out below.

3.0 OPERATIVE PROVISIONS

- 3.1 Clause 3.3 of the Definitive Deed is deleted in its entirety and replaced with the following:

"3.3 Subject to the consent of the Administrator the Principal Employer may at any time remove the current Administrator by giving 30 days' written notice to him to this effect. The Member Trustees (or, where applicable, such of them as have not resigned as Administrator) shall then act as the Administrator unless and until a new person is appointed by the Principal Employer as a replacement Administrator. If the Principal Employer exercises its power under this clause 3.3 to remove the current Administrator, the Administrator shall forthwith inform the Independent Trustee, which may then elect to resign as a trustee of the Scheme with effect from the date on which the Administrator ceases to be the Administrator pursuant to this clause, in which case the requirement under clause 5.3 for the Independent Trustee to give 30 days' written notice shall not apply. If the Independent Trustee intends to resign as a trustee pursuant to this clause 3.3, it shall give written notice of such fact to the Principal Employer or, if the Principal Employer has ceased to exist or its powers have vested in the Trustees by operation of the Scheme's provisions, to the Member Trustees".