

Dated 28 JULY

2014

WHITEFOREST GATE LIMITED

KEITH WHITING

ROWANMOOR TRUSTEES LIMITED

DEED OF APPOINTMENT AND OF
AMENDMENT
relating to the
Whiteforest Executive Pension
Scheme

ADDLESHAW GODDARD

This Deed of Appointment and of Amendment is made on 28 JULY

2014

Between

- (1) **Whiteforest Gate Limited** (Company No. 09104122), whose registered office is at 5 St Pauls Terrace 82 Northwood Street Birmingham B3 1TH (**Principal Employer**); and
- (2) **Keith Whiting** of 39 Ashburn Avenue Ilford IG3 9ES (**Member Trustee**)
- (3) **Rowanmoor Trustees Limited** (Company No. 1846413) whose registered office is at Rowanmoor House 46-50 Castle Street Salisbury SP1 3TS (**Continuing Trustee**).

Whereas

- (A) This deed is supplemental to the interim deed dated the 30th day of June 2014 (**Interim Deed**) by which the **Whiteforest Executive Pension Scheme (Scheme)** was established.
- (B) The **Principal Employer** is the current principal employer of the Scheme and the **Continuing Trustee** is the present trustee of the Scheme.
- (C) By the amendment power contained in clause 9 of the **Interim Deed**, the trustee of the Scheme by deed with the consent of the **Principal Employer** may subject to the requirements set out in that clause alter, add to, delete or replace all or any of the trusts, powers and provisions of the Scheme. Changes may be retrospective, immediate or prospective.
- (D) In accordance with the amendment power contained in the **Interim Deed** the **Principal Employer** and the **Continuing Trustee** of the Scheme wish to formally amend the provisions of the Scheme as set out below.
- (E) By the provisions of clause 5.3 of the Scheme's definitive deed (as adopted by this deed), the **Principal Employer** may by deed appoint new or additional trustee of the Scheme or remove any trustee of the Scheme.
- (F) The **Principal Employer** wishes to appoint the **Member Trustee** as trustee of the Scheme with effect from the date of this deed and the **Member Trustee** has agreed so to act.

Operative Part

- 1 In exercise of their powers under the power of amendment contained in the **Interim Deed** the **Continuing Trustee** hereby alters the provisions of the Scheme as set out below with effect from the dates specified in paragraph (d) of this clause and the **Principal Employer** hereby consents to such alteration:
 - (a) the **Interim Deed** is, subject to paragraphs (b) to (d), replaced in its entirety with the new trust deed and rules annexed to this deed as the governing documentation of the Scheme;
 - (b) this deed of amendment shall not operate to render invalid any act done in relation to the Scheme prior to the **Effective Date** where such act was valid prior to the **Effective Date**;
 - (c) this deed of amendment shall not operate to render any act or failure to act on the part of the **Continuing Trustee** prior to the **Effective Date** a breach of trust where such

act or failure to act did not constitute a breach of trust immediately prior to the Effective Date;

- (d) the alterations to the provisions of the Scheme effected by this deed shall take effect from the Effective Date, save that clauses 13 to 15 shall operate for the benefit of the Continuing Trustee and, where applicable, the administrator of the Scheme with effect from the date of the Scheme's establishment.

2 The Principal Employer, in exercise of the power conferred on it by the provisions of clause 5.3 of the Scheme's definitive deed (as adopted by this deed) (the **Definitive Deed**) and all other powers it enabling hereby appoints the Member Trustee as trustee of the Scheme with effect from the Effective Date and the Member Trustee agree to act as trustee of the Scheme with effect from the Effective Date.

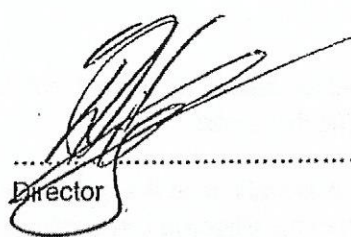
3 The parties to this deed do not intend that any term of this deed should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this deed, except any future trustee of the Scheme enforcing a term of this deed in his position as a trustee of the Scheme. This does not affect any rights apart from that Act.

4 In this deed (including the recitals) "**Effective Date**" means the date of this deed.

Executed as a deed by the parties or their duly authorised representatives but not delivered until the date of this Deed.

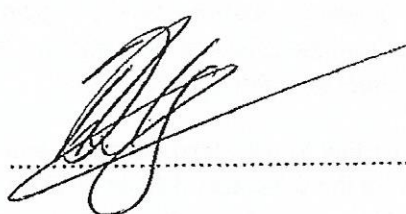
Executed as a deed by
Whiteforest Gate Limited
acting by two directors or by a director and its
secretary or sole director if permitted by the
Memorandum and Articles of Association

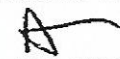
)
) Director
)
) Director/Secretary



Executed as a deed by
Keith Whiting
In the presence of

)
)
)



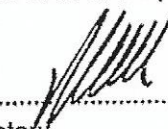

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Signature of witness

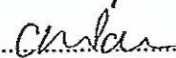
Name A JONES

Address 8 PARKER SQ
LEICESTER

The common seal of
Rowanmoor Trustees Limited
was affixed to this deed in the presence of

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Authorised Signatory


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Authorised Signatory

