

THIS DEED [POLL] is made the day of
Two thousand and

BY Limited (hereinafter called “the
Provider”) whose registered office is situated at

WHEREAS

A. The Provider has determined to establish the
 (“the Scheme”) with effect from for the sole purpose of
providing pensions and lump sum benefits under personal pension arrangements made
by individuals in accordance with the Rules contained in the Schedule to this Deed
 (“the Rules”) as amended from time to time.

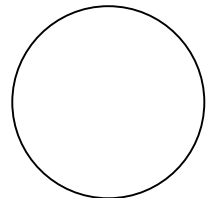
B. The Provider has determined to act as the first Scheme Administrator.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. By this Deed the Provider establishes the Scheme for the purpose stated in recital
A and the full terms and conditions of the Scheme are contained in this Deed.
2. The Rules form an integral part of this Deed. The definitions contained in the
Rules apply for the construction of this Deed. References in the Rules to any Act
of Parliament (or to any particular Chapter or Part of such an Act) include any
subsequent statutory amendment or re-enactment of that Act (or Part or Chapter)
and, if the context requires, any regulations made under that Act.
3. The Provider is the first Scheme Administrator and will administer and operate the
Scheme in accordance with the Rules.
4. The Provider may appoint another person in its place to act as Scheme
Administrator for such period and subject to such terms and conditions as may
from time to time be agreed in writing with that person. In the event of the
termination of any such appointment, the Provider shall act as Scheme
Administrator unless and until it shall appoint another person to act.
5. The Provider undertakes to admit as a Member of the Scheme each individual
whose application has been completed in the form prescribed by the Scheme
Administrator and in respect of which the Provider has agreed to issue a policy or
policies to provide benefits under the Rules. Each such policy will form a separate
Arrangement under the Rules unless the Provider otherwise agrees in writing.
6. Options under the Rules will be available under any Arrangement only if the
terms of that Arrangement so permit or the Provider otherwise agrees.
7. The Provider declares that each person who is defined in the Rules as entitled to
benefits under the Scheme shall be provided with the benefits described in the
Rules in respect of that person in accordance with any policy or policies issued for
that purpose.

8. If a benefit becomes payable under the Rules to which no one person is entitled nor in respect of which a valid trust exists, then the Scheme Administrator shall, at his absolute discretion but subject to the category allowed by the Rules, select the recipient.
9. The Provider may by Deed retire at any time as the Scheme's Provider whereupon the Scheme shall be terminated and wound up in accordance with the Rules.
10. The Provider shall, subject to written approval of the Board of Inland Revenue, have the power at its discretion and without requiring the consent of all or any of the Members, to alter amend or add to all or any of the provisions of this Deed. Any alteration, amendment or addition may have retrospective effect, provided that the rights of any Member or any other person entitled to benefits shall not be adversely affected in relation to contributions already paid and that the status of the Scheme under Chapter IV of Part XIV of the Income and Corporation Taxes Act 1988 is not prejudiced.
11. Any alteration amendment or addition to the provisions of this Deed Poll will be by Deed executed by the Provider.
12. This Deed is subject to, and governed by, the laws of

IN WITNESS WHEREOF the Common Seal of the Provider has been affixed to this Deed on the day and year first above written.



In the presence of

..... (Authorised signatory)

..... (Authorised signatory)