



EVERSHEDS

Dated

11 SEPTEMBER,

2007

- (1) Provident Financial plc
- (2) Kleinwort Benson (Jersey) Trustees Limited

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Trust deed  
Relating to the Provident Financial plc 2007 Employee Benefit  
Trust

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**Eversheds LLP**  
Eversheds House  
70 Great Bridgewater Street  
Manchester  
M1 5ES

Tel 0845 497 9797  
Fax 0161 831 8888  
Int +44 161 831 8000  
DX 14344 Manchester  
[www.eversheds.com](http://www.eversheds.com)

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THIS TRUST DEED is made on 11 SEPTEMBER.

2007

**BETWEEN**

- (1) Provident Financial plc (company number 668987) whose registered office is at Colonnade, Sunbridge Road, Bradford, West Yorkshire BD1 2LQ ("Company"); and
- (2) Kleinwort Benson (Jersey) Trustees Limited (company number 0007366J) whose registered office is at PO Box 76, Wests Centre, St Helier, Jersey, Channel Islands JE4 8PQ ("Original Trustee")

**BACKGROUND**

- (A) The Company has determined by a resolution of the Board (passed on 3 September 2007) to establish this Trust for the benefit of the Companies' trade.
- (B) The Company has paid the sum of £10 to the Original Trustee to be held upon the trusts declared in this deed.
- (C) The Original Trustee has agreed to act as the first trustee of this Trust.
- (D) It is further contemplated that for the purposes of this Trust and for the benefit of the Beneficiaries and thereby to promote goodwill among the employees of the Companies any one or more of the Companies may in the future provide additional money by way of gift, loan or by any other means as an addition to the Trust Fund, for the acquisition of Shares or for any of the other purposes of this Trust.

**OPERATIVE CLAUSES**

**1. INTERPRETATION**

In this Deed:

- 1.1 the following expressions (where the context so admits) shall have the following meanings:

**"Accumulation Period"** the period of twenty-one years from the date of this deed

**"Acquisition"** in relation to Shares, both purchase and subscription

**"Beneficiaries"** subject to clauses 3.9 and 5.19:

- (a) bona fide employees or former employees from time to time of the

Companies;

- (b) the children or stepchildren under the age of 18 of any person falling within (a) above; and
- (c) the spouses, civil partners, surviving spouses and surviving civil partners of any person falling within (a) above

but excludes any person excluded pursuant to **clause 18** and excludes any person who is resident in Jersey for tax purposes

**"Board"**

the board of directors for the time being of the Company or a duly convened meeting of those directors or some of them acting as a board or a duly constituted committee thereof or a duly convened meeting of any such committee

**"Charity"**

any body (whether incorporated or not), trust, association or other body of persons whose purposes are for the time being recognised as exclusively charitable under relevant law

**"Companies"**

the Company and any of its subsidiaries for the time being (as defined in Section 736 of the Companies Act 1985) other than any Trustee

**"this Deed"**

this trust deed, subject to any modifications and variations thereto for the time being in force

**"Employee"**

any bona fide employee of any of the Companies from time to time

**"Issue or Reorganisation"**

any capitalisation issue or rights offer or any other variation in the share capital of the Company including (without limitation) any consolidation, subdivision, or reduction of capital of the Company

**"Partially Excluded Persons"**

any persons who, in relation to any of the Companies, are persons referred to in Section 13(2) of the Inheritance Tax Act 1984 and not also referred to in Section 13(3) of that Act

**"Residuary Fund"**

all moneys (including the sum of £10 referred to above) paid to the Trustee, securities, investments, property, rights and benefits for the time being held by or vested in the Trustee or placed under its control for the purposes of the Trust (other than Scheme Shares) together with all accumulations of income of the Trust Fund and all accretions of capital thereto and all investments or other property from time to time representing any of the same

**"Scheme Shares"**

any Shares which are held by the Trustee as part of the Trust Fund

**"Shares"**

shares of any class in the capital of the Company or other shares replacing the same (whether in the Company or another company) as a consequence of any Issue or Reorganisation

**"Share Fund"**

all Scheme Shares for the time being held by the Trustee pursuant to the Trust

**"Trust"**

the Provident Financial plc 2007 Employee Benefit Trust being the employees' share scheme (as defined in Section 743 of the Companies Act 1985) established by this Deed

**"Trustee"**

the Original Trustee or other trustee or trustees for the time being of the Trust

**"Trust Fund"**

the Share Fund and the Residuary Fund taken together

**"Trust Period"**

the period commencing on the date of this Deed and ending on the first to occur of:

- (a) the date of expiry of the period of seventy-nine years commencing on the date of this Deed;
- (b) the date on which an order shall be made for the winding up of the Company;
- (c) the date on which an effective resolution shall be passed for the

winding up of the Company; and

(d) the date on which the Board resolves to terminate the Trust;

1.2 the headings to the clauses are for convenience only and have no legal effect;

1.3 unless the context otherwise requires, words importing the singular shall also include the plural and vice versa, any reference to the masculine shall include the feminine as the context shall admit and any reference to a person shall include incorporated and unincorporated bodies; and

1.4 references to statutory provisions shall, where the context so admits or requires, be construed as including references to the corresponding provisions of any earlier statute (whether repealed or not) directly or indirectly amended, consolidated, extended or replaced by such provisions, or re-enacted in such provisions, and of any subsequent statute in force at any relevant time directly or indirectly amending, consolidating, extending, replacing or re-enacting the same, and shall include any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

## 2. TRUSTS

2.1 During the Trust Period the Trustee shall stand possessed of the Trust Fund and the income thereof upon the trusts and with and subject to the powers and provisions set out below in **clause 3**.

2.2 At the expiry of the Trust Period the Trustee shall stand possessed of any part of the Trust Fund and the income thereof not previously paid or applied to or for the benefit of any of the Beneficiaries under the trusts in **clause 3** ("Surplus") upon the trusts and with and subject to the powers and provisions set out below in **clause 4**.

2.3 The powers and provisions set out in **clauses 5 to 18** hereof shall apply generally to the administration of the Trust Fund.

## 3. PRINCIPAL TRUSTS APPLYING DURING THE TRUST PERIOD

3.1 During the Trust Period the Trustee shall hold the Share Fund upon trust to apply the same in or for the purpose of encouraging or facilitating the holding of Shares by or for the benefit of all or any one or more exclusively of the others or other of the Beneficiaries in such numbers or proportions and in such manner generally as the Trustee shall in its absolute discretion think fit.

3.2 Without prejudice to the generality of **clause 3.1** the Trustee may (whether with or without consideration or for such consideration and subject to such restrictions or conditions as in each case it shall in its absolute discretion think fit):

- 3.2.1 transfer or grant options over all or any of the Scheme Shares to or for the benefit of all or any one or more of the Beneficiaries (whether pursuant to any other scheme established by it or any of the Companies or not); and/or
- 3.2.2 facilitate the transfer of any of the Scheme Shares to or for the benefit of all or any one or more of the Beneficiaries:
- 3.2.2.1 by declaring that it holds such Scheme Shares as nominee for and to the absolute order of such Beneficiary or Beneficiaries;
- 3.2.2.2 by transferring such Scheme Shares to the trustee(s) for the time being of any other scheme or trust established by any of the Companies (provided any such transfer would not infringe the rule against perpetuities) under which such Scheme Shares would or could be transferred (whether conditionally or unconditionally) to or for the benefit of all or any one or more of the Beneficiaries; or
- 3.2.2.3 (subject to the rule against perpetuities) by any other means whatsoever.
- 3.3 The Trustee may transfer any Scheme Shares to any person who is not a Beneficiary as the Trustee shall in its absolute discretion think fit provided that any such transfer is either (a) on terms made at arm's length with a person other than any of the Companies and with whom the Trustee and the Company is not connected or (b) is made on terms no less favourable to the Trustee than if it had been made in a transfer made at arm's length between persons not connected with each other.
- 3.4 In furtherance of the powers conferred upon the Trustee by **clauses 3.1 and 3.2** the Trustee shall have power to declare that assets comprised in the Share Fund and contributed exclusively (or derived from assets contributed exclusively) by any one of the Companies (including the assets from time to time representing the same) shall become comprised in a notional sub-fund of the Share Fund which sub-fund shall thereafter be held and applied for the exclusive benefit of persons who are Beneficiaries by virtue of their employment with such contributing company or through their connection with such a person.
- 3.5 During the Trust Period the Trustee shall stand possessed of the capital of the Residuary Fund upon trust to apply the same in the following order:
- 3.5.1 first, in paying any costs, charges, expenses or any other liabilities due and payable incurred by the Trustee;

- 3.5.2 secondly, in repaying any money borrowed by the Trustee being due and payable and any interest payable on any money borrowed by the Trustee;
- 3.5.3 thirdly, at the Trustee's discretion (but subject to **clauses 3.10** and **3.11**), in the Acquisition of Shares to be held and applied by the Trustee in accordance with **clauses 3.2** and **3.3**;
- 3.5.4 fourthly, at the Trustee's discretion, in repaying any money borrowed by the Trustee which is not then due and payable;
- 3.5.5 fifthly, in making payments to such one or more of the Beneficiaries and of such amounts as the Trustee in its absolute discretion thinks fit or in making loans to such one or more of the Beneficiaries of such amounts and upon such terms as to interest, security or repayment as the Trustee in its absolute discretion thinks fit; and
- 3.5.6 sixthly, by applying so much thereof as the Trustee in its absolute discretion thinks fit to or for the welfare or benefit of any one or more of the Beneficiaries and in particular (but without prejudice to the generality of the foregoing) in any of the following ways:
- 3.5.6.1 by providing pensions or annuities or supplements to pensions or annuities already provided by any of the Companies and other financial assistance to Beneficiaries;
- 3.5.6.2 by providing or assisting in the provision and/or maintenance either in the United Kingdom or overseas of educational or recreational facilities, leisure time occupations, sports and social and cultural activities of any description for any Beneficiaries whether or not such provision or assistance is for the long term benefit of those Beneficiaries;
- 3.5.6.3 by providing or assisting in the provision and/or maintenance for any Beneficiaries of medical advice or treatment or a medical insurance scheme or convalescent facilities in whatever manner and of whatever kind; and/or
- 3.5.6.4 by awarding scholarships (which for these purposes shall include exhibitions, bursaries or any other similar educational endowments) to Beneficiaries whether or not such Beneficiaries are under the age of 18 years as the Trustee may in its absolute discretion think fit provided that such scholarships may be granted in respect of full-time or part-time instruction at a University, College,



School or other educational establishment whether in the United Kingdom or in any other part of the world.

- 3.6 Subject to the rule against perpetuities but without prejudice to the generality of the powers conferred upon it elsewhere in this **clause 3**, the Trustee may with the consent of the Company by deed or deeds (executed during the Trust Period) revocably or irrevocably appoint that all or any part of the Trust Fund and the future income thereof not expended for any of the purposes mentioned in **clauses 3.2, 3.3** and **3.5** hereof shall be held upon such trusts and with and subject to such powers and provisions (including discretionary trusts or powers operative or exercisable at the discretion of the Trustee or any other person or persons) and in such manner for the benefit of all or any one or more of the Beneficiaries as the Trustee shall in its absolute discretion think fit.
- 3.7 Subject to the foregoing provisions of this **clause 3** and to the provisions of **clause 5.12** the Trustee shall stand possessed of the investments comprised in the Trust Fund either to retain such investments or to sell the same or any part thereof and to invest any money (including the net proceeds of any such sale) not applied as stated in **clauses 3.5** and **3.6** in or upon any of the investments or deposits authorised by this Deed with power at its absolute discretion to vary or transpose such investments or deposits for or into others of any nature so authorised.
- 3.8 The Trustee shall apply the income (if any) of the Trust Fund in the manner directed by **clauses 3.6** and **3.7** provided that during the Accumulation Period the Trustee shall have power (if in its discretion it thinks fit) from time to time to accumulate the whole or any part of the income of the Trust Fund by investing the same and all income resulting therefrom in any investments authorised by this Trust Deed and adding the accumulations to the capital of the Trust Fund.
- 3.9 Nothing contained in this **clause 3** (or elsewhere in this Deed) shall permit any property comprised in the Trust Fund or any income thereof to be applied for the benefit of any Partially Excluded Person except to the extent that Section 13(4)(a) of the Inheritance Tax Act 1984 applies to that benefit.
- 3.10 Notwithstanding any other provision of this Deed, the number of Shares held by the Trustee at any time, when added to the number of Shares then held by the trustee or trustees of any other trust that has been established by the Company for the benefit of Employees, may not equal or exceed five per cent of the total number of Shares in issue at that time (and, for these purposes, it shall not matter whether the Trustee purchased or subscribed for the Shares then held by it).
- 3.11 The Trustee may not subscribe for Shares unless and until the shareholders of the Company have approved the establishment of the Trust in general meeting.

4. **ULTIMATE TRUSTS**

On the expiration of the Trust Period the Trustee shall hold the Surplus and the Income thereof upon trust:

- 4.1 to distribute the same between such of the Beneficiaries and in such proportions as the Trustee shall in its absolute discretion (but within the period of 11 months following such expiry) determine; and subject thereto
- 4.2 to distribute the same equally between all the bona fide employees of all the Companies as at the date of such expiration; and subject thereto and if there are no such bona fide employees at that time
- 4.3 for such charitable purposes as the Trustee shall in its absolute discretion (but within the period of 12 months following such expiry) determine and failing and subject to any such determination for Charity generally,

provided that nothing contained in this **clause 4** shall permit any property comprised in the Trust Fund or any income thereof to be applied for the benefit of any Partially Excluded Persons except to the extent that Section 13(4)(a) of the Inheritance Tax Act 1984 applies to that benefit.

5. **TRUSTEE'S POWERS AND OBLIGATIONS**

- 5.1 Subject to **clause 3.11**, the Trustee may invest all or any money forming part of the Trust Fund and available for investment in the purchase or otherwise in the Acquisition of or upon the security of any shares stocks funds securities obligations investments or property (real or personal or moveable or immovable) of any nature in any part of the world and whether involving liability or otherwise or upon such personal credit with or without security as the Trustee shall in its absolute discretion think fit, and so that the Trustee shall have the same full and unrestricted powers of investment and changing investments and dealing with trust monies and property comprised in the Trust Fund in all respects as it would have if it were absolutely and beneficially entitled thereto, and without prejudice to the generality thereof any such money may be:

- 5.1.1 invested (with interest which is no less favourable to the Trustee than if the investment had been made at arm's length between persons not connected with each other) in debentures (within the meaning of section 744 of the Companies Act 1985) of or issued by such one or more of the Companies as the Trustee shall in its absolute discretion decide; and/or

- 5.1.2 placed on current or deposit account with any bank and the Trustee shall not be required to invest, or to invest at interest, the Trust Fund or any part of it.

- 5.2 The whole or any part of the Trust Fund may be held by the Trustee either in its own name or in the name or names of any nominee or nominees and no person beneficially interested in the Trust Fund or any part thereof shall be entitled to compel the Trustee to realise any investment or asset whether or not it is for the time being producing income.
- 5.3 The Trustee shall not be under any obligation to diversify the investment of the Trust Fund and shall not be liable for any loss occasioned by the failure to diversify investments notwithstanding that the whole or a substantial part of the Trust Fund may consist of the stocks, shares or debentures of a single company and in particular, but without prejudice to the generality of the foregoing, the Trustee shall be under no obligation to diversify in its holding of Scheme Shares.
- 5.4 The Trustee shall have power to raise money required at any time for any of the purposes hereof (including the making of any desired investment or the payment of tax or other liabilities) without security or by mortgage charge sale or surrender of any property which or the future proceeds of sale of which are for the time being comprised in the Trust Fund or any other transaction in such manner and upon such terms or conditions whatever as they shall think proper in the circumstances and no purchaser lender or other person paying or advancing money on a sale mortgage charge or other transaction purporting to be made by the Trustee under or for any of the purposes hereof shall be concerned as to the propriety of the transaction or the application of the money. Without prejudice to the generality of the above the Trustee shall have power to borrow money from any of the Companies and subject to the prior written consent of the Board, from any other person, corporation or company, on such terms:
- 5.4.1 as to the payment of interest (if any) and as to repayment and otherwise as the Trustee shall in its absolute discretion think fit; and
- 5.4.2 as to and against such security (if any) as the Trustee shall in its absolute discretion think fit, including without prejudice the generality of the foregoing by the mortgage or charge of any Scheme Shares,
- provided that in relation to any borrowing from the Company or any Subsidiary such borrowing shall be on such terms as would be no less favourable to the Trustee than between parties dealing at arm's length.
- 5.5 Notwithstanding anything contained in this Deed to the contrary the Trustee shall not be liable to satisfy any monetary obligation under or for the Trust beyond the sums of money (if any) from time to time in its hands or under its control as Trustee of the Trust and properly applicable for that purpose.
- 5.6 The Trustee may, in any particular case or cases, decide not to commence or pursue proceedings for the recovery of any money due to it from any Beneficiary and shall not be responsible for any loss incurred by it so doing.

- 5.7 The Trustee shall have power to enter into an agreement with any of the Companies that if such Company shall at any time by notice in writing direct the Trustee to transfer to any Beneficiary any number of Scheme Shares in respect of which such Beneficiary shall have exercised an option granted under a share option scheme adopted by such Company in consideration of the payment to the Trustee of the price at which such Shares may be acquired by the exercise of such option the Trustee shall (to the extent that it has sufficient Scheme Shares available) transfer to such Beneficiary Scheme Shares in consideration of the payment to the Trustee of such price.
- 5.8 The Trustee shall have power to apply the Trust Fund or any part of it or the whole or any part of the income of the Trust Fund in paying any stamp duty or stamp duty reserve tax payable in respect of any transfer of or agreement to transfer Scheme Shares to a Beneficiary.
- 5.9 The Trustee shall have power to pay any duties or taxes or other fiscal impositions (together with any related interest or penalties or surcharges) for which the Trustee may become liable in any part of the world notwithstanding that such liability as aforesaid may not be enforceable through the courts of the place where the trusts declared in this Deed are for the time being administered and to have entire discretion as to the time and manner in which such duties, taxes and fiscal impositions shall be paid and no person interested in the Trust shall be entitled to make any claim whatsoever against the Trustee by reason of its making such payments.
- 5.10 The Trustee shall have power to arrange for any one of the Companies to account to HM Revenue and Customs or other authority concerned for any amounts deducted from the sums of money paid or credited to the Trustee by any one of the Companies; or from or in respect of any amounts paid or Scheme Shares transferred by the Trustee pursuant to the Trust to Beneficiaries in respect of income tax or any other deductions required by law.
- 5.11 The Trustee shall have power to delegate to any other person or persons all or any of the administrative and management functions and powers (including investment powers) vested in it either by virtue of the terms of this Deed or by virtue of its office as trustee and to pay such persons for their services provided that the Trustee shall not pursuant to this **clause 5.11** be entitled to delegate the exercise of discretionary trusts and powers in relation to the Trust Fund which require or empower the determination of beneficial interests in the Trust.
- 5.12 The Trustee shall have power to act on the advice or opinion of any lawyer, actuary, accountant, investment adviser, broker or other professional person and, instead of acting personally to appoint or employ agents and advisers to transact any business and to do all acts to be done by the Trustee under the Trust including, without prejudice to the generality of the foregoing, the day-to-day management of any investments and the payment of any benefits. The

Trustee shall determine the remuneration for such agents or advisers but shall not be liable for the default of any such agent or adviser appointed or employed in good faith or for any loss arising from the appointor acting in accordance with the advice of any adviser provided that the Trustee shall not pursuant to this clause 5.12 be entitled to delegate the exercise of discretionary trusts and powers in relation to the Trust Fund which require or empower the determination of beneficial interests in the Trust.

5.13 The Trustee:

5.13.1 may exercise any voting rights or refrain from exercising any voting rights attaching to any Scheme Shares as it in its absolute discretion thinks fit to the intent that it shall not be obliged to exercise such voting rights in a manner requested by any or all of the Beneficiaries; and

5.13.2 shall, unless otherwise agreed by the Company, waive the whole of any dividend on any Scheme Share (save that such waiver shall not apply to the first 0.001 pence of dividend per Share).

5.14 The Trustee shall not be bound or required to interfere in the management or conduct of the affairs or business of any company in which the Trust Fund or any part thereof may for the time being be invested (whether or not they have the control of such company) but so long as they shall have no notice of any act of dishonesty or misappropriation or misapplication of moneys or other property on the part of the directors or other persons having such management or conduct they may leave the same (including the payment or non-payment of dividends) wholly to such directors or other persons and no Beneficiary hereunder shall be entitled in any way whatsoever to compel control or forbid the exercise or the exercise in any particular manner of any voting rights which may at any time be vested in the Trustee or to require the distribution of any dividend by any company wherever incorporated or resident or require the Trustee to exercise any powers they may have of compelling any such distribution.

5.15 The Trustee shall not be obliged to obtain a receipt or see to the application of any payment made to a Beneficiary who has not attained the age of eighteen years.

5.16 The Trustee shall have power to promote, alone or with others, and to approve, concur or acquiesce in, or agree to carry into effect, alone or with others, any scheme, proposal or offer for or leading to or being a step in:

5.16.1 the reconstruction or amalgamation with any other company or corporation of any company or corporation in whose securities the Trust Fund or any part thereof should be for the time being invested; or

- 5.16.2 the alteration of the rights attached to any investments or other property forming part of the Trust Fund or attached to any property whatever having rights affecting any such investments or other property; or
- 5.16.3 the exchange of any investments or other property forming part of the Trust Fund for any other investments or other property.
- 5.17 The Trustee shall have power to insure against any loss or damage from any peril any property for the time being forming part of the Trust Fund for any amount and to pay any premium payable in respect thereof out of the Trust Fund or the income thereof.
- 5.18 The Trustee shall have power to give or enter into any indemnity, warranty, guarantee, undertaking, or covenant or enter into any type of agreement that it shall in its absolute discretion think fit relating to the transfer or sale of Scheme Shares whether relating to any of the Companies or their assets liabilities shares or employees or any other aspect of the Companies in favour of any transferee, purchaser, banker, stockbroker or other relevant party and including any limitations or restriction on value or otherwise as the Trustee shall in its absolute discretion think fit.
- 5.19 Notwithstanding any other provision in this Deed, the Trustee shall not have any power to take any action to benefit any Partially Excluded Persons as a Beneficiary except to the extent that Section 13(4)(a) of the Inheritance Tax Act 1984 applies to that benefit.

## 6. **PERSONAL INTERESTS OF THE TRUSTEE**

- 6.1 Subject to **clause 6.2**, no decision of or exercise of a power by the Trustee shall be invalidated or questioned on the grounds that the Trustee or any individual Trustee or any director or other officer of a corporate Trustee had a direct or personal interest in the result of any decision or in the exercising of any power and any such person may vote in respect thereof and be taken into account for the purposes of a quorum notwithstanding his interest.
- 6.2 If the interest of the Trustee or other person concerned for the purposes of **clause 6.1** is such that:
- 6.2.1 it arises otherwise than solely because the Trustee or other person concerned is a Beneficiary or a director or other officer or shareholder of any one of the Companies; and
- 6.2.2 it is material,

then the nature of the interest must have been declared at the meeting of the Trustee (or if there is a sole corporate Trustee, the meeting of the board of

directors of the sole Trustee) at which the item of business to which the interest relates was discussed or, if the Trustee or other person concerned was not present at such meeting, at the next meeting of the Trustee (or next meeting of the board of directors of the sole corporate Trustee, as appropriate) at which he was present.

6.3 A Trustee (or director or other officer of a corporate Trustee) who is or becomes a Beneficiary may retain all benefits to which he becomes entitled under the Trust and shall not be liable to account for any such benefit. The exercise of any power or discretion by any such person shall not be invalidated or questioned on the grounds that he had a direct or indirect interest in it.

6.4 No trustee of the Trust, nor any holding company of a corporate trustee of the Trust, nor any subsidiary of such holding company, nor any director or other officer of a body corporate acting as trustee of the Trust shall be precluded from underwriting, purchasing, holding, dealing in and disposing of any stock, shares or other securities whatsoever of any of the Companies or from otherwise at any time contracting or entering into any insurance, financial or other transactions with any such company or being interested in any such transaction or accepting and holding the trusteeship of any debenture stock or other securities of any such company neither shall he be liable to account for any profit made by him thereby or in connection therewith and any such trustee, director or other officer shall also be at liberty to retain for his own benefit (and shall not be accountable for) any fees, commissions, shares of brokerage or discounts allowed to him by banks, brokers or other persons in relation to any of the matters aforesaid.

6.5 Any Trustee or any employee, director or officer of a corporate Trustee may be employed and remunerated as a director or other officer or employee or as agent or adviser of any corporation, body or firm in any way connected with the Trust and may keep as his property (and without being liable to account therefor) any remuneration, fees or profits received by him in any such capacity, notwithstanding that his situation or office may have been obtained, held or retained by means or by reason of his position as a Trustee or as an employee, director or officer of a corporate Trustee.

## 7. **NUMBER OF TRUSTEES**

A corporate trustee whether or not it is a trust corporation may be a sole trustee of the Trust; otherwise the minimum number of trustees shall be two and the maximum number of trustees shall be six.

## 8. **APPOINTMENT AND REMOVAL OF TRUSTEES**

8.1 Subject to **clause 8.2**, the statutory power of appointing new or additional trustees shall be vested in the Company and the Company shall have the power exercisable by deed to remove any person as a Trustee of this Trust and to appoint a new trustee in the place of such person provided that the power

conferred by this **clause 8.1** shall only be operative and capable of taking effect from the date on which the first mentioned Trustee receives notice in writing of such removal and the new trustee accepts office as such new trustee.

8.2 The statutory provisions concerning the appointment of new or additional trustees and the retirement and discharge of retiring trustees shall be modified as follows:

8.2.1 where new or additional trustee or trustees are appointed for the whole or any part or parts of the trust fund the appointor or appointors may appoint any person or persons as trustee or trustees notwithstanding that such person or persons may be resident domiciled carrying on business or (if a body corporate) incorporated outside the United Kingdom and so that (notwithstanding that thereafter there may be only one trustee of the trust fund or the part or parts thereof) the receipt of such person or persons for the whole or such part or parts of the trust fund as may be paid or transferred to such person or persons pursuant to such appointment shall be a good discharge to any other trustee accordingly;

8.2.2 the statutory power of appointing new trustees shall not be exercisable by reason only that a trustee remains out of the United Kingdom for more than 12 months; and

8.2.3 the statutory power of appointing additional trustees shall be exercisable notwithstanding that one of the trustees for the time being is a trust corporation.

8.3 An outgoing Trustee shall execute and do or make all such transfers or other documents, acts or things as may be necessary for vesting the Trust Fund in the new or continuing trustees.

8.4 A Trustee may resign by giving six months' notice in writing to the Company and the Trustee(s) may appoint a new trustee if the Company has not appointed a new trustee within six months of the date of the notice of resignation.

## 9. **COSTS AND EXPENSES**

9.1 The costs and expenses of the establishment of the Trust and the preparation and execution of this Deed shall, so far as permitted by law, be borne by the Company or at the direction of the Company by any one or more of the Companies in such proportions as the Company may determine.

9.2 All costs, charges and expenses of, and incidental to, the administration, operation and determination of the Trust (including any remuneration of the Trustee and any tax for which the Trustee may be accountable to HM Revenue and Customs arising from or in connection with the Trust) shall, so far as



permitted by law, be borne by the Company or by all or any of the subsidiaries of the Company in such proportions as shall be agreed by the Company if and to the extent that the same cannot properly be paid by the Trustee out of funds in its hands available for the purpose.

**10. EXCLUSION OF LIABILITY**

In the professed execution of the trusts and powers of the Trust no trustee thereof nor any director or other officer of a body corporate acting as such trustee shall be liable for the negligence, fraud or wrongful doing of any agent employed by it/him or by any other such trustee although the employment of such agent was not strictly necessary or expedient or by reason of any mistake or omission made in good faith by any such trustee, director or other officer or by reason of any other matter or thing except default, negligence, fraud or wrongful doing on the part of the trustee, director or other officer who is sought to be made so liable.

**11. INDEMNITY**

Save to the extent that the Trustee or any other trustee of the Trust or any director or other officer of a body corporate acting as such trustee is otherwise protected hereunder the Company hereby covenants that it will at all times keep the Trustee and any other such trustee and any such director or other officer fully and effectually indemnified against any costs, expenses and liabilities whatsoever to which it/he shall as such trustee or as such director or other officer be or become liable by virtue of any act, omission, event or thing whatsoever unless such costs, expenses or liabilities shall be attributable to default, negligence, fraud or wrongful doing on the part of the trustee, director or other officer whom or which it is sought to make liable. For the avoidance of doubt, the indemnity set out in this **clause 11** shall continue to apply after the Trustee (or any other trustee of the Trust or any director or other officer of a body corporate acting as such trustee) has ceased to be a trustee of the Trust, provided that the cost, expense or liability in question arose by reference to an act, omission, event or thing which occurred whilst the Trustee (or any other trustee of the Trust or any director or other officer of a body corporate acting as such trustee) was a trustee of the Trust.

**12. PROFESSIONAL CHARGES OF THE TRUSTEE**

Any Trustee acting in a professional capacity is entitled to receive reasonable remuneration (including reimbursement of proper expenses, costs and other liabilities), on such basis as is agreed from time to time with the Company, for any and all services provided in accordance with the terms and conditions it has agreed with the Company.

**13. INFORMATION SUPPLIED BY THE COMPANY**

13.1 The Trustee shall be entitled to rely, without further enquiry, on all information supplied to it by the Company with regard to its duties as trustee of the Trust and in particular, but without prejudice to the generality of the foregoing, any notice given by the Company to the Trustee in respect of the eligibility of any persons to become or remain a Beneficiary shall be conclusive in favour of the Trustee.

13.2 In particular, but without prejudice to the generality of **clause 13.1** any written statement signed by a person being or purporting to be a director or secretary of the Company to the effect that any person has is or has ceased to be an Employee or a Beneficiary, or as to any other circumstance affecting a person believed by the Trustee to be or not to be a Beneficiary (or Employee) may be treated by the Trustee as conclusive evidence of the matters therein stated.

**14. POWER OF AMENDMENT**

The Trustee and the Company may together at any time and from time to time by deed alter, modify or add to all or any of the trusts or provisions of this Deed provided that no alteration, modification or addition shall be made to this Deed which shall operate to:

14.1 divest any Beneficiary of any vested right;

14.2 cause the Trust to cease to have as its purpose the benefit of employees of the Companies or to cease to qualify as an employees' share scheme as defined in Section 743 of the Companies Act 1985; or

14.3 permit the payment or transfer of or otherwise confer a benefit on any one or more of the Companies from any part of the Trust Fund other than by way of loan (whether or not secured) or in repayment of any loan or in payment of any debt properly incurred provided that any such loan, repayment of loan or payment of any debt shall be on terms no less favourable to the Trustee than if it had been made in a transaction made at arm's length between persons not connected with each other.

**15. IRREVOCABILITY**

During the Trust Period, the trusts declared in this Deed are irrevocable.

**16. SECTION 86 INHERITANCE TAX ACT 1984**

Notwithstanding anything to the contrary herein expressed or implied no power or discretion herein contained shall be exercised by the Trustee so as to prevent this Deed being within the provisions of Section 86 of the Inheritance Tax Act 1984.

**17. BENEFITS TO THE COMPANIES**

None of the powers authorities or discretions hereby or by law conferred on the Trustee or on any person shall at any time or in any circumstances whatsoever be exercisable in any manner which may benefit any one or more of the Companies and, subject to the making of any loans pursuant to **clause 5.1** and subject to the provisions of **clause 5.10**, no part of the capital or income of the Trust Fund shall at any time or in any circumstances whatsoever be paid to or applied for the benefit of any one or more of the Companies and any implied trust in favour of a settlor arising by operation of law is hereby expressly excluded.

**18. EXCLUDED PERSONS**

The Trustee may at any time or times within the Trust Period by deed revocable or irrevocable declare that any Beneficiary thenceforth ceases to be eligible to benefit under the Trust and upon execution of any such deed the provisions of this Deed shall thereupon be construed and take effect accordingly (but in the case of a revocable deed as aforesaid only for such time as such deed shall remain unrevoked).

**19. PROPER LAW**

The formation, existence, construction, performance, validity and all aspects whatsoever of this Deed, and any term of the Trust, shall be governed by English law. The English courts shall have jurisdiction to settle any disputes which may arise out of or in connection with this Deed or the Trust (notwithstanding that any trustee of this Trust is resident outside the United Kingdom).

**20. EXCLUSION OF TRUSTS**

Notwithstanding anything to the contrary herein expressed or implied nothing herein shall confer on the Trustee any right to any payment or create any trusts in regard to any money intended to be paid or advanced to the Trustee unless and until the same shall have been actually so paid or credited as so paid.

21. **PERPETUITY**

The perpetuity period applicable to the Trust (in lieu of any other) shall be the period of 80 years commencing on the date of this Deed.

22. **COUNTERPARTS**

This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when executed and delivered will be an original.

**THIS DOCUMENT** is executed as a deed and is delivered on the date stated at the beginning of this Deed.

**SIGNED** as a deed by )  
Provident Financial plc )  
acting by )  
a director and its secretary )  
or two directors )

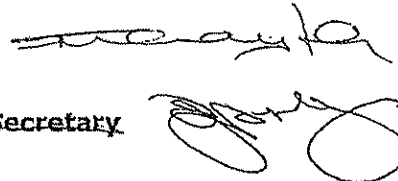
**Director**

**Director/Secretary**

**SIGNED** as a deed by )  
Kleinwort Benson (Jersey) Trustees Limited )  
acting by )  
a director and its secretary )  
or two directors )

**Director**

**Director/Secretary**

Handwritten signatures in black ink. The top signature is a cursive name, and the bottom signature is a more stylized cursive name.

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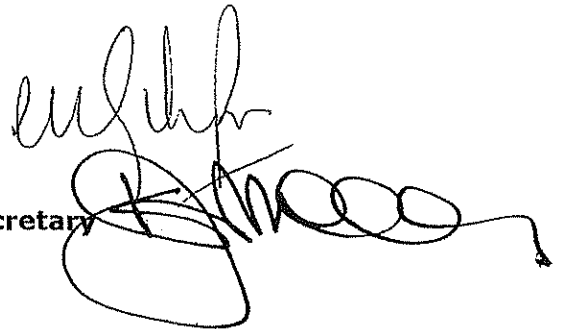
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**Director**

**Director/Secretary**



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Kleinwort Benson (Jersey) Trustees Limited  
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**Director**

**Director/Secretary**