

MR01

Particulars of a charge

203335/23

Oyez



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A fee is payable with this form
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is
an instrument. Use form MR08.

TUESDAY
THUR



A15 *A7GPAFYW* #196
16/10/2018
COMPANIES HOUSE

A06 *A7FUMRK3* #201
04/10/2018
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 08869875

Company name in full SAFE HANDS PLANS LIMITED

Filing in this form
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 03/10/2018

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name PTL GOVERNANCE LTD

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

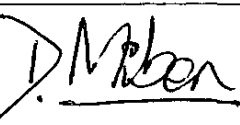
¹ This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.




Signature




Signature
X  X

This form must be signed by a person with an interest in the charge.

MR01

Particulars of a charge

	Presenter information
You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.	
Contact name	
Company name	Raworths LLP
Address	Eton House
	89 Station Parade
	HARROGATE
Postcode	North Yorkshire
County/Region	
Postcode	H G 1 1 H F
Country	
DX	DX 11960 Harrogate
Telephone	01423 566666
	Certificate
We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.	
	Checklist
We may return forms completed incorrectly or with information missing.	
Please make sure you have remembered the following:	
<input type="checkbox"/> The company name and number match the information held on the public Register.	
<input type="checkbox"/> You have included a certified copy of the instrument with this form.	
<input type="checkbox"/> You have entered the date on which the charge was created.	
<input type="checkbox"/> You have shown the names of persons entitled to the charge.	
<input type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.	
<input type="checkbox"/> You have given a description in Section 4, if appropriate.	
<input type="checkbox"/> You have signed the form.	
<input type="checkbox"/> You have enclosed the correct fee.	
<input type="checkbox"/> Please do not send the original instrument; it must be a certified copy.	

	Important information
Please note that all information on this form will appear on the public record.	
	How to pay
A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.	
Make cheques or postal orders payable to 'Companies House.'	
	Where to send
You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:	
For companies registered in England and Wales: The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ. DX 33050 Cardiff.	
For companies registered in Scotland: The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF. DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post).	
For companies registered in Northern Ireland: The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG. DX 481 N.R. Belfast 1.	

	Further information
For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk	
This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse	



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8869875

Charge code: 0886 9875 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd October 2018 and created by SAFE HANDS PLANS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th October 2018.

Dx

Given at Companies House, Cardiff on 24th October 2018



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

We certify that this copy is a true
and complete copy of the original

Raworths LLP

Raworths LLP Solicitors
89 Station Parade
HARROGATE HG1 1HF

DATED

3rd October

2018

(1) PTL GOVERNANCE LTD

and

(2) SAFE HANDS PLANS LIMITED

FLOATING CHARGE

R. | Raworths.
SOLICITORS

Raworths LLP
Elton House
89 Station Parade
Harrogate
HG1 1HF

THIS DEED is dated

3rd October

2018.

PARTIES

- (1) **PTL GOVERNANCE LTD** incorporated and registered in England and Wales with company number 02952373 whose registered office is at 47 Castle Street, Reading, England, RG1 7SR (the Appointer);
- (2) **SAFE HANDS PLANS LIMITED** incorporated and registered in England and Wales with company number 08869875 whose registered office is at The Dancer, 8 Peterson Road, Wakefield, West Yorkshire, WF1 4EB (the Company).

BACKGROUND

- (A) Under the terms of the Revised Trust Deed the Company has made various covenants in relation to the fulfilment of obligations to the Primary Beneficiaries pursuant to the Relevant Agreements.
- (B) Under this Deed, the Company provides security to the Appointer (as trustee for the Primary Beneficiaries) in relation to the obligation under the Revised Trust Deed and the Relevant Agreements.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

Terms defined in the Revised Trust Deed shall, unless otherwise defined in this Deed, have the same meaning in this Deed. In addition, the following definitions apply in this Deed:

"Administrator"	an administrator appointed to manage the affairs, business and property of the Company pursuant to clause 6.3.
"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
"Delegate"	any person appointed by the Appointer or any Receiver pursuant to clause 11 and any person appointed as attorney of the Appointer, Receiver or Delegate.
"Event of Default"	Either: <ul style="list-style-type: none">(a) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Company; or(b) the Company ceases or threatens to cease carrying out its obligation under the Relevant Agreement.
"Financial Collateral"	has the meaning given to that expression in the Financial Collateral Regulations.
"Financial Collateral Regulations"	the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226).
"LPA 1925"	the Law of Property Act 1925.

“Receiver”	a receiver, receiver and manager or administrative receiver of any or all of the Secured Assets appointed by the Appointer under clause 9.
“Relevant Agreement”	each agreement in force from time to time between a Primary Beneficiary and the Company in relation to the provision or procurement of funeral services along with all records relating to such agreement.
“Revised Trust Deed”	the revised trust deed as set out at Schedule 1 hereto.
“Secured Assets”	all the assets, property and undertaking for the time being subject to the Security created by, or pursuant to, this Deed (and references to the Secured Assets shall include references to any part of them).
“Secured Liabilities”	all present and future obligations and liabilities of the Company to the Primary Beneficiaries or the Appointer under or in connection with the Relevant Agreements or the Revised Trust Deed.
“Security Financial Collateral Arrangement”	has the meaning given to that expression in the Financial Collateral Regulations.
“Security”	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.
“Security Period”	the period starting on the date of this Deed and ending on the date on which the Appointer is satisfied that all the Secured Liabilities have been unconditionally and irrevocably discharged in full and no further Secured Liabilities are capable of being outstanding.

1.2 INTERPRETATION

In this Deed:

- (a) clause, Schedule and paragraph headings shall not affect the interpretation of this Deed;
- (b) a reference to a person shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (d) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (e) a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this Deed shall be binding on, and enure to the benefit of, the parties to this Deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- (f) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

- (g) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (h) a reference to writing or written includes fax but not email;
- (i) an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (j) a reference to this Deed (or any provision of it) or to any other agreement or document referred to in this Deed is a reference to this Deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Deed) from time to time;
- (k) unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this Deed and a reference to a paragraph is to a paragraph of the relevant Schedule;
- (l) any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (m) a reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly);
- (n) a reference to assets includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (o) a reference to an authorisation includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- (p) a reference to continuing in relation to an Event of Default means an Event of Default that has not been remedied or waived;
- (q) a reference to determines or determined means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
- (r) a reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.3 PERPETUITY PERIOD

If the rule against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.4 SCHEDULES

The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.

2. GRANT OF SECURITY

2.1 ASSIGNMENT

As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee assigns to the Appointer absolutely, subject to a proviso for reassignment

on irrevocable discharge in full of the Secured Liabilities the benefit of each Relevant Agreement and the benefit of all other agreements, instruments and rights relating to the Secured Assets.

2.2 FLOATING CHARGE

As a continuing security for the discharge of the Secured Liabilities, the Company with full title guarantee charges to the Appointer, by way of first floating charge, each Relevant Agreement not effectively assigned pursuant to clause 2.1 inclusive along with all hardware and software necessary for the realisation of such Relevant Agreement.

2.3 QUALIFYING FLOATING CHARGE

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 2.2.

2.4 AUTOMATIC CRYSTALLISATION OF FLOATING CHARGE

The floating charge created by clause 2.2 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:

- (a) the Company creates, or attempts to create, without the prior written consent of the Appointer, Security or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this Deed or the Revised Trust Deed).
- (b) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets; or
- (c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Company; or
- (d) the Company ceases or threatens to cease carrying out its obligation under the Relevant Agreement.

2.5 CRYSTALLISATION OF FLOATING CHARGE BY NOTICE

The Appointer may, in its sole discretion, at any time and by written notice to the Company, convert the floating charge created under this Deed into a fixed charge as regards any part of the Secured Assets specified by the Appointer in that notice.

3. REPRESENTATIONS AND WARRANTIES

3.1 REPRESENTATIONS AND WARRANTIES

The Company makes the representations and warranties set out in this clause 3 to the Appointer.

3.2 OWNERSHIP OF SECURED ASSETS

It is the sole legal and beneficial owner of the Secured Assets.

3.3 NO SECURITY

The Secured Assets are free from any Security other than the Security created by this Deed.

3.4 NO ADVERSE CLAIMS

It has not received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them.

3.5 AVOIDANCE OF SECURITY

No Security expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Company or otherwise.

3.6 NO PROHIBITIONS OR BREACHES

There is no prohibition on assignment in any Relevant Agreement and the entry into this Deed by the Company does not, and will not, constitute a breach of any Relevant Agreement or any other agreement or instrument binding on the Company or its assets.

3.7 ENFORCEABLE SECURITY

This Deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Company, and is, and will continue to be, effective security over all and every part of the Secured Assets in accordance with its terms.

4. GENERAL COVENANTS

4.1 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Company shall not at any time, except with the prior written consent of the Appointer:

- (a) create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this Deed;
- (b) sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets (except, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge); or
- (c) create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.

4.2 NOTICES TO BE GIVEN BY THE COMPANY

The Company shall:

- (a) as so requested by the Appointer from time to time:
 - (i) give notice to each counterparty to a Relevant Agreement in the form set out in Part 1 of Schedule 2; and
 - (ii) procure that each counterparty provides to the Appointer promptly an acknowledgement of the notice in the form set out in Part 2 of Schedule 2;

5. RELEVANT AGREEMENTS COVENANTS

5.1 RELEVANT AGREEMENTS

- (a) The Company shall, unless the Appointer agrees otherwise in writing, comply with the terms of any Relevant Agreement and any other document, agreement or arrangement comprising the Secured Assets.
- (b) The Company shall not, unless the Appointer agrees otherwise in writing:
 - (i) amend or vary or agree to any change in, or waive any requirement of;

- (ii) settle, compromise, terminate, rescind or discharge (except by performance); or
- (iii) abandon, waive, dismiss, release or discharge any action, claim or proceedings against any counterparty to a Relevant Agreement or other person in connection with,

any Relevant Agreement or any other document, agreement or arrangement comprising the Secured Assets.

6. POWERS OF THE APPOINTER

6.1 APPOINTER HAS RECEIVER'S POWERS

To the extent permitted by law, any right, power or discretion conferred by this Deed on a Receiver may, after the security constituted by this Deed has become enforceable, be exercised by the Appointer in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

6.2 INDULGENCE

The Appointer may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this Deed (whether or not any such person is jointly liable with the Company) in respect of any of the Secured Liabilities, or of any other security for them without prejudice either to this Deed or to the liability of the Company for the Secured Liabilities.

6.3 APPOINTMENT OF AN ADMINISTRATOR

- (a) The Appointer may, without notice to the Company, appoint any one or more persons to be an Administrator of the Company pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this Deed becomes enforceable.
- (b) Any appointment under this clause shall:
 - (i) be in writing signed by a duly authorised signatory of the Appointer; and
 - (ii) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.
- (c) The Appointer may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

7. WHEN SECURITY BECOMES ENFORCEABLE

7.1 SECURITY BECOMES ENFORCEABLE ON EVENT OF DEFAULT

The security constituted by this Deed shall become immediately enforceable if an Event of Default occurs.

7.2 DISCRETION

After the security constituted by this Deed has become enforceable, the Appointer may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Secured Assets.

8. ENFORCEMENT OF SECURITY

8.1 ACCESS ON ENFORCEMENT

- (a) At any time after the security constituted by the Deed has become enforceable, the Company will allow the Appointer or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Secured Asset and for that purpose to enter on any premises where a Secured Asset is situated (or where the Appointer or a Receiver reasonably believes a Secured Asset to be situated) without incurring any liability to the Company for, or by any reason of, that entry and to provide the Appointer or its Receiver with access to such hardware and software as may be necessary to take control of the Relevant Agreement.
- (b) At all times, the Company must use its best endeavours to allow the Appointer or its Receiver access to any premises for the purpose of clause 8.1(a) (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

8.2 PRIVILEGES

Each Receiver and the Appointer is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

8.3 CONCLUSIVE DISCHARGE TO PURCHASERS

The receipt of the Appointer, or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, the Appointer, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

9. RECEIVER

9.1 APPOINTMENT

At any time after the security constituted by this Deed has become enforceable, or at the request of the Company, the Appointer may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets.

9.2 REMOVAL

The Appointer may, without further notice (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

9.3 REMUNERATION

The Appointer may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this Deed, to the extent not otherwise discharged.

9.4 POWER OF APPOINTMENT ADDITIONAL TO STATUTORY POWERS

The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Appointer under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

9.5 POWER OF APPOINTMENT EXERCISABLE DESPITE PRIOR APPOINTMENTS

The power to appoint a Receiver (whether conferred by this Deed or by statute) shall be, and remain, exercisable by the Appointer despite any prior appointment in respect of all or any part of the Secured Assets.

9.6 AGENT OF THE COMPANY

Any Receiver appointed by the Appointer under this Deed shall be the agent of the Company and the Company shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Company goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Appointer.

10. POWERS OF RECEIVER

10.1 GENERAL

- (a) Any Receiver appointed by the Appointer under this Deed shall, in addition to the powers conferred on it by statute, have the powers set out in clause 10.2 to clause 10.10.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing it states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.
- (c) Any exercise by a Receiver of any of the powers given by clause 10 may be on behalf of the Company or itself.

10.2 EMPLOY PERSONNEL AND ADVISERS

A Receiver may provide services and employ or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that it thinks fit. A Receiver may discharge any such person or any such person appointed by the Company.

10.3 REMUNERATION

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by it) that the Appointer may prescribe or agree with it.

10.4 REALISE SECURED ASSETS

A Receiver may collect and get in the Secured Assets or any part of them in respect of which it is appointed, and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Secured Assets with like rights.

10.5 DISPOSE OF SECURED ASSETS

A Receiver may sell, exchange, convert into money and realise all or any of the Secured Assets in respect of which it is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as it thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.

10.6 VALID RECEIPTS

A Receiver may give valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets.

10.7 POWERS UNDER THE LPA 1925

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if it had been duly appointed under the LPA 1925, and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

10.8 DELEGATION

A Receiver may delegate his powers in accordance with this Deed.

10.9 ABSOLUTE BENEFICIAL OWNER

A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights it would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Secured Assets or any part of the Secured Assets.

10.10 INCIDENTAL POWERS

A Receiver may do any other acts and things that it:

- (a) may consider desirable or necessary for realising any of the Secured Assets;
- (b) may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this Deed or law; or
- (c) lawfully may or can do as agent for the Company.

11. DELEGATION

11.1 DELEGATION

The Appointer or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Deed (including the power of attorney granted under clause 14.1).

11.2 TERMS

The Appointer and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

11.3 LIABILITY

Neither the Appointer nor any Receiver shall be in any way liable or responsible to the relevant Company for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

12. COSTS AND INDEMNITY

12.1 COSTS

The Company shall, promptly on demand, pay to, or reimburse, the Appointer and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Appointer, any Receiver or any Delegate in connection with:

- (a) this Deed or the Secured Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Appointer's, a Receiver's or a Delegate's rights under this Deed; or
- (c) taking proceedings for, or recovering, any of the Secured Liabilities.

12.2 INDEMNITY

The Company shall indemnify the Appointer, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

- (a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Deed or by law in respect of the Secured Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Deed; or
- (c) any default or delay by the Company in performing any of their obligations under this Deed.

Any past or present employee or agent may enforce the terms of this clause 12.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

13. FURTHER ASSURANCE

13.1 FURTHER ASSURANCE

13.2 The Company shall, at its own expense, take whatever action the Appointer or any Receiver may reasonably require for:

- (a) creating, perfecting or protecting the security intended to be created by this Deed;
- (b) facilitating the realisation of any Secured Asset; or
- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Appointer or any Receiver in respect of any Secured Asset,

13.3 including:

- (a) providing access to such hardware and software under their control to the Appointer or Receiver to facilitate the realisation of the Secured Assets;

- (b) ensuring all monies held on trust by the Company in relation to the Relevant Agreements are transferred as the Appointor directs along with the re-direction of any direct debits relating to such Relevant Agreements as the Appointor directs; and
- (c) without limitation (if the Appointer or Receiver thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets (whether to the Appointer or to its nominee) and the giving of any notice, order or direction and the making of any registration.

14. POWER OF ATTORNEY

14.1 APPOINTMENT OF ATTORNEYS

By way of security, the Company irrevocably appoint the Appointer, every Receiver and every Delegate separately to be the attorney of the Company and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

- (a) a company is required to execute and do under this Deed; or
- (b) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Deed or by law on the Appointer, any Receiver or any Delegate.

14.2 RATIFICATION OF ACTS OF ATTORNEYS

The Company ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 14.1.

15. RELEASE

On the expiry of the Security Period (but not otherwise), the Appointer shall, at the request and cost of the Company, take whatever action is necessary to:

- (a) release the Secured Assets from the security constituted by this Deed; and
- (b) reassign the Secured Assets to the Company.

16. ASSIGNMENT AND TRANSFER

16.1 ASSIGNMENT BY APPOINTER

- (a) At any time, without the consent of the Company, the Appointer may assign or transfer any or all of its rights and obligations under this Deed.
- (b) The Appointer may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Company, the Secured Assets and this Deed that the Appointer considers appropriate.

16.2 ASSIGNMENT BY COMPANY

The Company may not assign any of its rights, or transfer any of its rights or obligations, under this Deed.

17. AMENDMENTS, WAIVERS AND CONSENTS

17.1 AMENDMENTS

No amendment of this Deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

17.2 WAIVERS AND CONSENTS

- (a) A waiver of any right or remedy under this Deed or by law, or any consent given under this Deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- (b) A failure to exercise, or a delay in exercising, any right or remedy provided under this Deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Deed. No single or partial exercise of any right or remedy provided under this Deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Deed by the Appointer shall be effective unless it is in writing.

17.3 RIGHTS AND REMEDIES

The rights and remedies provided under this Deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

18. SEVERANCE

18.1 SEVERANCE

If any provision (or part of a provision) of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Deed.

19. COUNTERPARTS

19.1 COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

20. THIRD PARTY RIGHTS

20.1 THIRD PARTY RIGHTS

Except as expressly provided elsewhere in this Deed, a person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

21. FURTHER PROVISIONS

21.1 INDEPENDENT SECURITY

The security constituted by this Deed shall be in addition to, and independent of, any other security or guarantee that the Appointer may hold for any of the Secured Liabilities at any time. No prior security held by the Appointer over the whole or any part of the Secured Assets shall merge in the security created by this Deed.

21.2 CONTINUING SECURITY

The security constituted by this Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, unless and until the Appointer discharges this Deed in writing.

21.3 CONSOLIDATION

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this Deed.

22. NOTICES

22.1 DELIVERY

Each notice or other communication required to be given to a party under or in connection with this Deed shall be:

- (a) in writing;
- (b) delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and
- (c) sent to:

- (i) the Company at:

Safe Hands Plans Limited, The Dancer, 8 Peterson Road, Wakefield, West Yorkshire,
WF1 4EB

Email: david.milson@safehandsplans.co.uk

Attention: David Milson

- (ii) the Appointer at:

PTL Governance Limited, Park House, Park Square West, Leeds, LS1 2PW

Email: pratchliffe@ptluk.com

Attention: Paul Ratcliffe

or to any other address or fax number as is notified in writing by one party to the other from time to time.

22.2 RECEIPT BY THE COMPANY

Any notice or other communication that the Appointer gives to the Company shall be deemed to have been received:

- (a) if delivered by hand, at the time it is left at the relevant address;
- (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
- (c) if sent by fax, when received in legible form.

A notice or other communication given as described in clause 22.2(a) or clause 22.2(c) on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

22.3 RECEIPT BY APPOINTER

Any notice or other communication given to the Appointer shall be deemed to have been received only on actual receipt.

22.4 SERVICE OF PROCEEDINGS

This clause 22 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22.5 NO NOTICE BY EMAIL

A notice or other communication given under or in connection with this Deed is not valid if sent by email.

23. GOVERNING LAW AND JURISDICTION

23.1 GOVERNING LAW

This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

23.2 JURISDICTION

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation. Nothing in this clause shall limit the right of the Appointer to take proceedings against the Company in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

This agreement has been entered into as a deed on the date stated at the beginning of it.

DATED

1st

MAY

2016

(1) PITMANS TRUSTEES LIMITED

(2) SAFE HANDS FUNERAL PLANS LIMITED
SAFE HANDS PLANS LIMITED

REVISED TRUST DEED

relating to

The Safe Hands Plans Trust
(formerly the Safe Hands Funeral Plans
Trust)

APPOINTMENT dated

1st May

2016

MADE BY

(1) PITMANS TRUSTEES LIMITED of No 1 Royal Exchange, London, EC3V 3DG ("the Appointors")

(2) SAFE HANDS FUNERAL PLANS LIMITED of 2 Tower House, Askham Fields Lane, York YO23 2NU and SAFE HANDS PLANS LIMITED of The Dancer, 8 Peterson Road, Wakefield WF1 4GB (together "the Covenantors")

RECITALS

(A) This Deed is supplemental to:

- (1) the settlement ("the Settlement"); and
- (2) the other documents and events specified in the First Schedule.

(B) Safe Hands Funeral Plans Limited and Safe Hands Plans Limited are in the business of marketing and selling funeral plans to members of the public.

(C) It is intended that the sums paid by Plan Holders for funeral plans should be safeguarded during their respective lifetimes whereupon the Company shall provide or procure the services specified in the funeral plan contract entered into by each customer with the Company.

(D) The Appointors wish to make this appointment in order to protect Plan Holders' funds and to ensure that the relevant services can be provided on the death of a Plan Holder. //

(E) The Appointors are the trustees of the Settlement.

(F) The Appointors wish to exercise their power of appointment under clause 4 of the Settlement for the primary benefit of the Plan Holders.

(G) The Plan Holders are members of the class of Discretionary Beneficiaries (as defined in the Settlement).

OPERATIVE PROVISIONS

1. Definitions

In this Deed:

1.1 The Primary Beneficiaries shall mean:

- (a) the Plan Holders;**
- (b) the personal representatives of the Plan Holders;**
- (c) such other persons as are added under sub-clause 3.1 of the Second Schedule**

1.2 The Secondary Beneficiaries shall mean:

- (a) Safe Hands Funeral Plans Limited and Safe Hands Plans Limited;**
- (b) the officers or directors for the time being of the Settlor in their capacities as officers or directors**
- (d) such other persons as are added under sub-clause 3.2 of the Second Schedule**

1.3 Beneficiary shall mean any Primary Beneficiary, any Secondary Beneficiary or any person or Charity actually or prospectively entitled to any share or interest in the capital or income of the Trust Fund.

1.4 The Funeral Plan shall mean the funeral package evidenced by the contract entered into between the Company and the Plan Holder.

1.5 The Plan Holder shall mean an individual who has purchased and maintained a funeral plan from the Company.

1.6 The Funeral Plan Subscription shall mean the total amount paid by the Plan Holder to the Company for a funeral plan.

- 1.7 The Indexed Funeral Plan Subscription shall mean such sum as shall be produced by multiplying the Funeral Plan Subscription by the index figure in the Retail Price Index for the month immediately preceding the death of the Plan Holder (or, as the case may be, the date of cessation referred to in sub-clause 4.3 of the Second Schedule) and dividing the product by the index figure for the month of the Funeral Plan.
- 1.8 Appointed Actuary shall mean an actuary appointed under the terms of clause 9 of the Second Schedule.
- 1.9 The Company shall mean Safe Hands Funeral Plans Ltd or Safe Hands Plans Ltd as the case may be and any of their subsidiaries.
- 1.10 Entity shall mean any company, partnership, trust, foundation, establishment, association or other body established or resident in any part of the world and whether or not it has separate legal personality and/or corporate identity.

2. Appointment

The Appointors, in exercise of the power of appointment conferred by clause 4 of the Settlement and of all other relevant powers, hereby irrevocably appoint and declare that from the date of this Deed, the Trust Fund and the income thereof shall be held upon the trusts contained in the Second Schedule.

3. Payment of Tax and Expenses

Any inheritance tax or capital gains tax and all other costs, expenses and other liabilities occasioned by the appointment contained in clause 2 above shall be borne by the Trust Fund.

4. Application of Provisions of the Settlement

The trusts, powers and provisions contained in the Settlement shall continue to be applicable to the Trust Fund so far as consistent with the provisions of this Deed.

5. **Effective date**

This deed is delivered by each party when (and shall not have effect until) it is dated.

First Schedule

<i>Date</i>	<i>Document or event</i>	<i>Parties</i>
6 th May 2014	The Safe Hands Funeral Plans Trust	(1) Safe Hands Funeral Plans Limited (2) Pitmans Trustees Limited
23 rd February 2015	Deed of Rectification	(1) Safe Hands Funeral Plans Limited (2) Pitmans Trustees Limited (3) Safe Hands Plans Limited
29 th April 2016	Deed of Addition of Beneficiaries	Safe Hands Funeral Plans Limited Safe Hands Plans Limited
30 th April 2016	Deed of Waiver and Rescission	(1) Safe Hands Funeral Plans Limited (2) Pitmans Trustees Limited (3) Safe Hands Plans Limited

Second Schedule

The Trusts

1. NAME OF THE SETTLEMENT

The Settlement shall henceforth be known as The Safe Hands Plans Trust.

2. POWER TO RECEIVE ADDITIONAL PROPERTY

The Trustees may, at any time during the Trust Period, accept additional money, investments or other property, of whatever nature and wherever situate, paid or transferred to them by the Settlor or any other person. Such additional money, investments or other property shall, subject to any contrary direction, be held upon the trusts and with and subject to the powers and provisions of this Deed.

3. POWER TO ADD PRIMARY BENEFICIARIES AND SECONDARY BENEFICIARIES

3.1 The Trustees, having previously obtained the written approval of the Appointed Actuary may, at any time during the Trust Period, add to the Primary Beneficiaries such persons or classes of persons as the Trustees shall, subject to the application, if any, of the rule against perpetuities, determine.

3.2 The Trustees, having previously obtained the written approval of the Appointed Actuary may, at any time during the Trust Period, add to the Secondary Beneficiaries such persons or classes of persons as the Trustees shall, subject to the application, if any, of the rule against perpetuities, determine.

3.3 Any such addition shall be made by deed:

- (a) naming or describing the persons or classes of persons to be added;
- and

- (b) specifying the date or event, not being earlier than the date of execution of the deed but before the end of the Trust Period, on the happening of which the addition shall take effect.

4. TRUST OF CAPITAL AND INCOME FOR PRIMARY BENEFICIARIES

The Trustees shall hold the capital and income of the Trust Fund for or for the benefit of the Primary Beneficiaries as follows:

- 4.1 On the death of a Plan Holder, the Trustees shall pay to the Company the lesser of (i) the Indexed Funeral Plan Subscription and (ii) the amount required to pay for the contracted funeral service, as evidenced by the Company's expenditure report
- 4.2 If, on the death of a Plan Holder, the Company is unable to provide or procure the contracted funeral service, the Trustees shall pay to that Plan Holder's personal representatives an amount equal to the Indexed Funeral Plan Subscription.
- 4.3 If the Company shall, for whatever reason, cease trading or otherwise abandons the funeral plan business, the Trustees shall pay to all the Plan Holders an amount equal to their respective Indexed Funeral Plan Subscriptions.
- 4.4 If the Company becomes insolvent (being (i) unable to pay its debts as they fall due, or (ii) having assets valued at less than its liabilities), the Trustees shall pay to all the Plan Holders living at the date of such insolvency an amount equal to their respective Indexed Funeral Plan Subscriptions or, failing which, the Trustees shall distribute the Trust Fund to all the Plan Holders living at the date of such insolvency in shares proportionate to their respective Indexed Funeral Plan Subscriptions.

4.5 If the Plan Holder cancels the plan, the Trustees may pay to the Company the amount needed to enable the Company to pay to the Plan Holder the amount due under the terms of the funeral plan.

4.6 The Trustees shall have the power to appoint the whole or any part of the capital or income of the Trust Fund for the benefit of such of the Primary Beneficiaries in such manner as the Trustees shall in their discretion think fit provided that no exercise of this power shall reduce, prejudice or impair the interests of the Plan Holders under sub-clauses 4.1- 4.5

5. TRUST OF CAPITAL AND INCOME FOR SECONDARY BENEFICIARIES

Subject to the written approval of the Appointed Actuary and being satisfied that there are sufficient funds in the Trust Fund to satisfy the trusts set out in clause 4, the Trustees may in their discretion appoint capital and income of the Trust Fund to or for the benefit of such of the Secondary Beneficiaries as they think fit.

6. EXERCISE OF POWERS

The exercise of the powers of appointment conferred by sub-clause 4.6 and clause 5 shall be subject to the application, if any, of the rule against perpetuities and be by deed, revocable during the Trust Period or irrevocable, executed during the Trust Period.

7. TRUST INCOME

7.1 Subject to the trusts set out in clauses 4 and 5, the Trustees may accumulate the income by investing it in any investments authorised by this Deed or by law and, subject to sub-clause 7.2, shall hold such accumulation as an accretion to capital.

7.2 The Trustees may apply the whole or any part of the income accumulated under sub-clause 7.1 as if it were income arising in the then current year.

8. TRUST FUND SHORTFALL

The Covenantors jointly and severally covenant with the Trustees to add sufficient further funds to the Trust Fund to make good any shortfall in the event that the Appointed Actuary certifies that there are insufficient funds to satisfy the trusts set out in clause 4 and such addition shall be made within 12 months of the Appointed Actuary's certificate or within such other period as may be agreed by the Covenantors and the Trustees.

9. THE APPOINTED ACTUARY

In accordance with the provisions of Article 60 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, the Trustees shall retain an actuary who is a Fellow of the Institute and Faculty of Actuaries who will

- (a) determine, calculate and verify the assets and liabilities of the Safe Hands Funeral Plans Trust at least once every three years;
- (b) advise the Trustees as often as they require regarding the exercise of their power under clause 5.

10. AUDITED ACCOUNTS

In accordance with the provisions of Article 60 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, the Trustees shall ensure that annual accounts are prepared and audited by a person who is eligible for appointment as a company auditor under S25 Companies Act 1989 (now S. 475 Companies Act 2006) with respect to the assets and liabilities of the Trust.

11. FUND MANAGER

In accordance with the provisions of Article 60 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, the Trustees shall appoint an independent fund manager who is an authorised person who has permission to carry on an activity of the kind specified in Article 37 of the Financial Services and Markets Act (Regulated Activities) Order 2001, and who is a person who is

unconnected with Safe Hands Funeral Plans Limited and Safe Hands Plans Limited, to manage the assets of the Trust.

12. ULTIMATE DEFAULT TRUSTS

Subject to the foregoing provisions, and if and so far as not wholly disposed of for any reason whatever by the above provisions, the capital and income of the Trust Fund shall at the end of the Trust Period be held upon trust for such charities as the Trustees shall decide .

13. POWER TO ALTER TRUST PERIOD

The Trustees may, at any time during the Trust Period, specify by deed, in relation to the whole or any part of the Trust Fund, a date for the purposes of sub-clause 1.2.2 of the Settlement. The date specified shall not be earlier than the date of execution of such deed or later than the date on which the applicable perpetuity period expires.

14. ADMINISTRATIVE POWERS

The Trustees shall, in addition and without prejudice to all statutory powers, have the powers and immunities set out in Part 2 of this Schedule. No power conferred on the Trustees shall be exercised so as to conflict with the beneficial provisions of this Deed or the provisions of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 and the powers conferred on the Trustees shall be exercisable only during the Trust Period and subject to the application, if any, of the rule against perpetuities.

15. APPOINTMENT OF NEW TRUSTEES

15.1 The power of appointing new trustees shall be vested in Safe Hands Plans Limited.

15.2 A person may be appointed to be a trustee notwithstanding that such person is not resident in the United Kingdom. Remaining out of the

United Kingdom for more than 12 months shall not be a ground for the removal of a trustee.

16. PROPER LAW, FORUM AND PLACE OF ADMINISTRATION

16.1 The proper law of this Trust shall be that of England. All rights under this Deed shall be construed, and its construction and effect shall be determined, according to the law of England.

16.2 The courts of England shall be the forum for the administration of these trusts.

16.3 The provisions of this sub-clause shall apply notwithstanding the provisions of sub-clauses 16.1 and 16.2.

(a) The Trustees shall have power, subject to the application, if any, of the rule against perpetuities, to carry on the general administration of these trusts in any jurisdiction in the world. This power shall be exercisable whether or not the law of such jurisdiction is for the time being the proper law of this Trust or the courts of such jurisdiction are for the time being the forum for the administration of these trusts, and whether or not the Trustees or any of them are for the time being resident or domiciled in, or otherwise connected with, such jurisdiction.

(b) The Trustees may at any time declare in writing that, from the date of such declaration, the proper law of this Trust shall be that of any specified jurisdiction. No exercise of this power shall be effective unless the law of the jurisdiction specified is one under which this Trust remains irrevocable and all, or substantially all, of the trusts, powers and provisions contained in this Deed remain enforceable and capable of being exercised and so taking effect.

(c) Following any exercise of the power contained in sub-clause 16.3(b), the Trustees shall, by deed, make such consequential alterations or additions to this Deed as they consider necessary or desirable to ensure that, so far as may be possible, the trusts, powers and provisions of this Deed shall be as valid and effective as they were immediately prior to such change.

(d) The Trustees may, at any time, declare in writing that, from the date of such declaration, the forum for the administration of these trusts shall be the courts of any specified jurisdiction.

PART 2—ADMINISTRATIVE PROVISIONS

1. GENERAL

The Trustees shall have all the powers of investment, sale, alienation, exchange, partition, mortgage, charging, pledging, leasing, insurance, protection, improvement, equipment, dealing, disposition and management (and all other powers) of an absolute beneficial owner of the Trust Fund. Such powers shall not be restricted by any principle of construction but shall operate according to the widest generality of which the foregoing words are capable, notwithstanding that certain powers are more particularly set out in the following clauses.

2. POWER OF INVESTMENT

2.1 Any money to be invested may be applied in the purchase or acquisition (whether directly or in or through any Entity and either alone or jointly with other persons) of such shares, stock, funds, securities, land, buildings, chattels or other property of whatever nature and wherever situate, and whether involving liabilities or producing income or not, or in making such loans, with or without security, as the Trustees think fit.

2.2 The acquisition of any reversionary interest, or any policy of insurance or assurance, sinking fund policy or other policy of whatever nature or of any annuity or securities or other assets not producing income or of a wasting nature (or for any other reason not within the meaning of the word 'investment' strictly construed) shall be deemed to be an authorised investment of money if the Trustees consider the same to be for the benefit of any Beneficiary.

2.3 Where any such reversionary interest, policy, security or asset as is described in sub-clause 2.2 is comprised in the Trust Fund, or where any

other security or investment is sold with the right to receive the dividend or interest accrued or accruing, the Trustees shall determine whether any part of any accretion to the value or of any premium or bonus or other sum (whether in respect of arrears of or prospective dividend or interest or income or otherwise which accrues or is payable when the same falls into possession, or is redeemed or matures, or on repayment of the capital money so secured, or when any sale or disposal is made) is to be treated as income.

2.4 The Trustees may grant or take options on such conditions as they think fit.

2.5 The Trustees may exchange property for other property of a like or different nature, for such consideration and on such conditions as they think fit.

3. NO REQUIREMENT TO DIVERSIFY INVESTMENTS

The Trustees shall not be required to diversify the investment of the Trust Fund, nor be liable for the consequences of investing, or keeping the Trust Fund invested, in, or in the shares or obligations of, a single business, or a single Entity, or in one asset or one type of asset.

4. NO REQUIREMENT TO INVEST IN INCOME PRODUCING INVESTMENTS

No Beneficiary shall be entitled

4.1 to compel the sale or other realisation of any assets which do not produce income;

4.2 to require the payment of any dividend or other income distribution by any Entity, an interest in which is, or some or all of the shares, stock, securities, debenture stock or loan capital of which are, comprised in the Trust Fund;

- 4.3 to require the Trustees to exercise any powers they may have of compelling such distribution; or
- 4.4 to insist on the investment of any part of the Trust Fund in assets which produce income.

5. POWER TO LEND

The Trustees may lend money or assets comprised in the Trust Fund to any Beneficiary, on such terms (whether or not including provision for the payment of interest) and generally as the Trustees think fit.

6. POWER TO BORROW

- 6.1 The Trustees may borrow and raise money either without security or on the security of the Trust Fund, any part of it or any assets comprised in it, for any purpose (including the investment of the money so raised as part of the Trust Fund) and may mortgage, charge or pledge the Trust Fund, any part of it or any assets comprised in it, as security for any money so raised.
- 6.2 The Trustees may enter into borrowing arrangements jointly with other persons, whether involving joint or several liability.

7. POWER TO GIVE GUARANTEES

- 7.1 The Trustees may guarantee the payment of money, and the performance of obligations in respect of any existing or future borrowings from third parties, by any Beneficiary, or any guarantees, indemnities or other commitments of like nature given to third parties by any such person.
- 7.2 The Trustees may guarantee the payment of money, and the performance of obligations in respect of any existing or future borrowings from third parties, by any Entity an interest in which is, or some or all of the shares, stock, securities, debentures, debenture stock or loan capital of which are, comprised in the Trust Fund.

- 7.3 The Trustees may mortgage, charge or pledge the Trust Fund, any part of it or any assets comprised in it, in support of any guarantee given by the Trustees, and may enter into such indemnities as they think fit in connection with any such guarantee.

8. POWERS IN RELATION TO REAL PROPERTY

The powers conferred by this clause shall be exercisable where the Trust Fund for the time being includes any real or immovable property (in this clause referred to as the land).

- 8.1 The Trustees may lease all or any part of the land for any purpose, and whether involving waste or not, and for any term, and either wholly or partly in consideration of a rent (whether fixed or variable), fine or premium or the erection, improvement or repair of, or any agreement to erect, improve or repair, buildings or other structures on the land, and may accept (with or without consideration) surrender of any lease of all or any part of the land.
- 8.2 The Trustees may, in executing any trust or power of sale, sell all or any part of the land, either wholly or partly in consideration of an annual sum payable, either in perpetuity or for any term (whether definite or indefinite), and being either reserved out of the land sold or secured in such other manner as the Trustees think fit.
- 8.3 The Trustees may in executing any trust or power of sale or leasing
- (a) sell or lease all or any part of the land, whether the division is horizontal or vertical or made in any other way;
 - (b) sell, lease or reserve any easement, right or privilege over all or any part of the land;

- (c) sell, lease, except or reserve any timber, mines or minerals on, in or under all or any part of the land, together with any easements, rights or privileges of cutting, or working and carrying away, the same, or otherwise incidental to or connected with forestry or mining purposes;
- (d) impose, and make binding for the benefit of all or any part of the land sold or leased, any restrictions or stipulations as to user or otherwise affecting any part of the land retained;
- (e) accept in exchange for all or any part of the land to be sold or leased (either with or without any money paid or received for equality of exchange) any other real or immovable property or any lease; and
- (f) enter into any contract or grant any option for the sale or leasing of all or any part of the land, or otherwise for the exercise by the Trustees of any of their above powers.

8.4 The Trustees shall not be bound to see, nor be liable or accountable for omitting or neglecting to see, to the repair of any building or other structure on the land, or to the payment of any outgoings, or otherwise as to the maintenance of the land, or any building or other structure on the land, but may maintain and repair the same in such manner and to such extent as they think fit.

8.5 The Trustees may expend money altering, improving or developing the land or any building or other structure on the land (including erecting, demolishing or rebuilding the same), in such manner and to such extent as they think fit.

9. POWER TO INSURE PROPERTY

9.1 The Trustees may insure any property comprised in the Trust Fund against any loss or damage from any risk for any amount, and may pay the premiums out of the Trust Fund or the income as may be appropriate.

9.2 The Trustees shall not be bound to see to such insurance, nor be liable or accountable for omitting or neglecting to see to it, or for its adequacy.

10. POWERS IN RELATION TO LIFE INSURANCE POLICIES

The Trustees may apply any property comprised in the Trust Fund in effecting, acquiring or maintaining any policy of insurance or assurance on the life of any person whether term, endowment, whole life or accident. In relation to any such policy (in this clause referred to as the policy) from time to time comprised in the Trust Fund, the Trustees may

10.1 borrow on the security of the policy for any purpose;

10.2 convert the policy into a fully paid-up policy for a reduced sum assured free from payment of future premiums;

10.3 surrender, wholly or in part, the policy or any bonus attaching to it for its cash surrender value;

10.4 sell the policy on such terms as the Trustees think fit; and

10.5 exercise any of the powers conferred by the policy, or, with the consent of the insurer, increase or decrease the amount or alter the occasion of the payment of the sum assured, or increase or decrease the amount of the periodic premiums (if any) payable under the policy, or increase or decrease the period during which the premiums are payable.

11. POWER TO TRADE

11.1 The Trustees may trade, or take part in any venture in the nature of trade, either alone or jointly with any other person, and whether or not by way of

partnership (limited or general).

- 11.2 Any power vested in the Trustees shall (where applicable) extend to any arrangements in connection with any such trade or venture. Without prejudice to the generality of the above, the Trustees' powers of borrowing and charging shall extend to any borrowing arrangements made in connection with such trade or venture, and whether made severally or jointly with others or with unequal liability, and the Trustees shall be entitled to be fully indemnified out of the Trust Fund against all personal liability to which they may become in any manner subject in connection with any such trade or venture.

12. POWER TO ESTABLISH ENTITIES

- 12.1 The Trustees may (without prejudice to the generality of their powers of investment) promote or incorporate or establish, or join with any other person in promoting or incorporating or establishing, any Entity, or subscribe for or acquire any interest in or any of the shares, stock, securities, debentures, debenture stock or loan capital of any Entity with a view to or in consideration of

- (a) the establishment and carrying on by such Entity of a business of any kind which the Trustees are for the time being authorised to carry on themselves and the acquisition of any of the assets comprised in the Trust Fund which may be required for the purposes of such business;
- (b) the acquisition of the assets and undertaking of any business being carried on by the Trustees; or
- (c) the acquisition of all or any of the assets comprised in the Trust Fund to be held as investments of the Entity acquiring the same.

12.2 The Trustees may underwrite, sub-underwrite or guarantee the subscription for, or the purchase or other acquisition of any interest in, or any shares, stock, securities, debentures, debenture stock or loan capital of, any Entity.

13. POWER TO ENTER INTO ANY COMPROMISE OR ARRANGEMENT RELATING TO ENTITIES

The Trustees may enter into any compromise or arrangement (whether in connection with a scheme of reconstruction, amalgamation or otherwise) with respect to all or any of the rights of the Trustees as holders of any interest in, or of any shares, stock, securities, debentures, debenture stock or loan capital of, or otherwise as creditors of, any Entity (whether in connection with a scheme of reconstruction or amalgamation or otherwise). They may accept in or towards satisfaction of all or any of such rights such consideration as they think fit, whether in the form of cash or options or any interest in, or any shares, stock, securities, debentures, debenture stock or loan capital of, the same or of any other Entity, or in any other form.

14. POWER TO CONCUR IN WINDING UP OR LIQUIDATING ENTITIES

The Trustees may concur in the winding up or liquidation of any Entity in which they are interested as holders of any interest or of any shares, stock, securities, debentures, debenture stock or loan capital, and may accept in satisfaction of all or any of their rights in any such winding up or liquidation a distribution in specie of the assets of any such Entity, and may thereafter hold or carry on business with such assets, either alone or with any other person.

15. NO REQUIREMENT TO INTERFERE IN THE MANAGEMENT OF ENTITIES

The Trustees shall not be bound or required to interfere in the management or conduct of the business of any Entity, any interest in which, or any of the shares,

stock, securities, debentures, debenture stock or loan capital of which, are comprised in the Trust Fund even if the shares or the interest carrying control of the Entity are comprised in the Trust Fund and, so long as the Trustees have no actual notice of any act of dishonesty or misappropriation by any of the directors or other authorised officers of the Entity, the Trustees may leave the conduct of its business (including the payment or non-payment of dividends) wholly to the directors or other authorised officers.

16. EXCLUSION OF APPORTIONMENT

16.1 Section 1 (disapplication of apportionment etc rules) of the Trusts (Capital and Income) Act 2013 shall apply.

16.2 Any statutory, common law or equitable rules of apportionment which may otherwise apply shall not apply to the income of the Trust Fund or any part of it and all rents, annuities, dividends, interest, other income and other periodical payments in the nature of income received by the Trustees shall not be treated as accruing from day to day. Any entitlement to income shall be to income as it arises.

17. POWER OF APPROPRIATION

17.1 The Trustees may appropriate any asset, or any part of any asset, comprised in the Trust Fund in or towards satisfaction of any interest or share in the Trust Fund as may in all the circumstances appear to them to be just and reasonable. For the above purpose, the Trustees may from time to time place such value on any or all investments or other property as they think fit.

17.2 Where the Trustees have appointed, appropriated or allocated any part of the Trust Fund or any assets comprised within the Trust Fund to be held upon trusts distinct from any other part of the Trust Fund, the Trustees may at any time or times transfer any assets comprised in, or any part of the capital of, any such fund to any other fund which forms part of the

Trust Fund in exchange for assets which have a value equal to the open market value of the assets or part so transferred.

18. PAYMENT OF EXPENSES

The Trustees shall have power to pay out of income or capital, as they may in their discretion determine, any expenses relating to the Trust Fund (or any assets comprised within it) or its administration.

19. POWER TO APPOINT AGENTS

The Trustees may, instead of acting personally, employ and pay at the expense of the capital or income of the Trust Fund any agents in any part of the world, whether accountants, solicitors, brokers, banks, trust companies or other agents (without being responsible for the default of any agent, if employed in good faith) to transact any business or do any act in the execution of these trusts, including (without prejudice to the generality of this clause) the receipt and payment of money, the execution of documents and the holding of any securities, property or documents.

20. POWER TO EMPLOY NOMINEES

The Trustees may invest or hold, or allow to remain in the name of, one or more of the Trustees, or of any other person or partnership as nominee of the Trustees, any assets comprised in the Trust Fund, on such terms and conditions as the Trustees think fit.

21. POWER TO GIVE PROXIES AND POWERS OF ATTORNEY

The Trustees may appoint as their proxies, and give powers of attorney to, any one or more of the Trustees, or to any other person (with or without power of substitution), for voting or acting on behalf of the Trustees in relation to any assets comprised in the Trust Fund.

22. POWER TO KEEP DEEDS IN ANY PART OF THE WORLD

The Trustees may keep the deeds and other documents relating to this Trust and the assets comprised in the Trust Fund in any part of the world as the Trustees think fit.

23. POWER TO APPOINT INVESTMENT ADVISER AND DELEGATE MANAGEMENT OF INVESTMENTS

23.1 Subject to and pursuant to the provisions of clause 11 of this Schedule the Trustees may engage the services of any person or partnership (the investment adviser) to advise the Trustees on the investment of the whole or any part of the Trust Fund. The Trustees may, without being liable for any consequent loss, delegate to the investment adviser discretion to manage the investments comprised in the whole or such part of the Trust Fund within the limits and for the period stipulated by the Trustees. The Trustees may settle the terms and conditions for the engagement of, and any delegation to, the investment adviser including, if they think fit, terms and conditions as to remuneration and reimbursement of the investment adviser's expenses at the expense of the capital or income of the Trust Fund, and provisions (which may include the giving of security or indemnities) to protect the investment adviser from any loss that may result from a failure by the Trustees to observe such terms and conditions.

23.2 The Trustees shall not be bound to inquire into, nor be in any manner responsible for, any change in the legal status of the investment adviser.

23.3 The Trustees shall incur no liability for any action taken pursuant to, or for following the advice of, the investment adviser, however communicated.

24. POWER TO DELEGATE OPERATION OF BANK ACCOUNTS

The Trustees may delegate to any person the operation of any bank building society or other account.

25. POWER TO DELEGATE GENERALLY

Any trustee may (notwithstanding any rule of law to the contrary and without prejudice to the generality of the other powers conferred by this Deed) by deed, revocable or irrevocable, delegate to any person (including, in cases where there is more than one trustee, to any other or others of the Trustees) the exercise of all or any trusts, powers, duties and discretions conferred or imposed on such trustee (other than the power of delegation conferred by this clause), notwithstanding the fiduciary nature of such trusts, powers, duties and discretions.

26. POWER TO GIVE INDEMNITIES AND OTHER COMMITMENTS

26.1 The Trustees may enter into any indemnity in favour of any former trustee or any other person in respect of any fiscal imposition or other liability of any nature relating to this Trust or to the Trust Fund, any part of it, any assets comprised in it or its income, and may charge or deposit the whole or any part of the Trust Fund, or any assets comprised in it, as security for any such indemnity, in such manner in all respects as they think fit.

26.2 The Trustees may give any indemnity, warranty, guarantee, undertaking or covenant, or enter into any type of agreement, that they think fit relating to the transfer or sale of any business, or any interest or shares in any Entity owned or held by the Trustees (whether relating to the business or Entity itself or to the assets, liabilities, shares or employees, or any other aspect of, the business or Entity) or any other asset forming part of the Trust Fund in favour of any transferee, purchaser or other relevant party, and including any limitation or restriction on value or otherwise as the Trustees think fit.

27. PAYMENT OF TAXES

In the event of any inheritance tax or probate, succession, estate duty or other duties, fees or taxes whatever becoming payable in any part of the world in respect of the Trust Fund or any part of it in any circumstances whatever, the Trustees may pay all such duties, fees or taxes (notwithstanding that they are not

recoverable from the Trustees or the Beneficiaries) out of the capital or income of the Trust Fund at such time and in such manner as they think fit. The power to pay duties, fees and taxes conferred by this clause shall extend to any related interest and penalties and to the provision of information to, or the filing of returns with, any relevant tax authorities.

28. TRUSTEE CHARGING

28.1 Any trustee which is a trust corporation or company authorised to undertake trust business shall be entitled to reimbursement of its proper expenses (including expenses incurred in connection with professional or other charges for business done, services rendered or time spent by any firm or member of a firm associated or connected with such trustee) and to remuneration for its services in accordance with its published terms and conditions for trust business in force from time to time, and, in the absence of any such published terms and conditions, in accordance with such terms and conditions as may from time to time be agreed between such trustee and the Settlor, or (if the Settlor is unfit, unable or unwilling to act) the person by whom the power of appointing new trustees is for the time being exercisable.

28.2 Any trustee, whether a solicitor or other person engaged in a profession or business or a person acting in a personal capacity, shall be entitled to charge and be paid all normal professional or other charges for business done, services rendered or time spent by such trustee personally, or by such trustee's firm or company, in the administration of these trusts including acts which a trustee not engaged in any profession or business could have done personally.

29. POWER TO RECEIVE REMUNERATION

A trustee may be employed and remunerated as a director, other officer or employee or as agent or adviser of any business or Entity in any way connected with the Trust Fund, and may retain (without being liable to account for) any

remuneration, fees or profits received by such trustee in any such capacity, notwithstanding that the appointment may have been obtained, or may be held or retained, by means or by reason of the trustee's position as one of the Trustees, or of any shares, stock, property, rights or powers whatever comprised in or connected with the Trust Fund.

30. INDEMNITY INSURANCE

30.1 The Trustees may pay out of the Trust Fund the cost of any premium in respect of insurance or indemnity (notwithstanding the Trustees' interest in such insurance or indemnity) to cover all personal liabilities which may be incurred by the Trustees, or any of them, in connection with this Trust. No trustee shall be accountable for any money paid to such trustee under the terms of any such insurance or indemnity unless the trustee shall otherwise have been fully indemnified in respect of the liability to which such payment relates.

30.2 Any such insurance or indemnity shall not extend to any liabilities of a trustee arising from any act or omission in respect of which the trustee would not otherwise be entitled to be indemnified out of the Trust Fund.

31. POWER TO VARY ADMINISTRATIVE PROVISIONS

When in the management or administration of the Trust Fund any sale, lease, mortgage, surrender, release or other disposition, or any purchase, investment, acquisition, expenditure or other transaction, is, in the opinion of the Trustees, expedient, but the same cannot be effected by reason of the absence of any power for that purpose conferred on the Trustees by this Deed or by law, the Trustees may by deed confer on themselves, either generally or in any particular instance, the necessary power for the purpose, and on the execution of such deed the Trustees shall have such power as if it had been expressly conferred on them by this Deed.

32. RELEASE OF POWERS

The Trustees may by deed (and so as to bind successive trustees of this Trust) release or restrict the future exercise of all or any of the powers conferred on them by this Deed (including any power of appointment so conferred on them) or by law, either wholly or to the extent specified in the relevant deed, notwithstanding the fiduciary nature of any such power.

33. DISCLOSURE OF DOCUMENTS

Without prejudice to any right of the Trustees under the proper law of this Trust for the Trustees to refuse disclosure of any document, the Trustees shall not be bound to disclose to any person any of the following:

- 33.1 documents disclosing deliberations of the Trustees as to the manner in which the Trustees should exercise powers or discretions conferred upon them by this Deed or by law or disclosing the reasons for any particular exercise of such powers or discretions or the material upon which such reasons shall or might have been based;
- 33.2 other documents relating to the proposed exercise of any power or discretion conferred on the Trustees by this Deed or by law;
- 33.3 letters or memoranda of wishes issued by or on behalf of the Settlor or any other person to the Trustees or other documents recording the wishes of the Settlor; and
- 33.4 this Deed, supplemental deeds or trustees' resolutions exercising dispositive powers or documents which relate to or form part of the accounts of this Trust;

unless, in relation to sub-clause 33.4 only, the person requesting disclosure is a Beneficiary.

34. PROTECTION OF THE TRUSTEES GENERALLY

34.1 No trustee shall be liable for any loss to the Trust Fund except as a result of the fraud or dishonesty of such trustee or, in the case of a trustee who acts in a professional capacity as defined in section 28(5) of the Trustee Act 2000, for the negligence of such trustee and in particular for any loss to the Trust Fund arising by reason of:

- (a) any unauthorised investment made in good faith;
- (b) the negligence or fraud of any agent employed by such trustee, or by any of the Trustees, even if the employment of such agent was not strictly necessary or expedient; or
- (c) any other act or omission made in good faith by such trustee, or by any of the Trustees.

34.2 No trustee shall be bound to take any proceedings against a co-trustee or former trustee or the personal representatives of a co-trustee or former trustee for any breach or alleged breach of trust committed or suffered by such co-trustee or former trustee.

35. DURATION OF POWERS

Every power, authority or discretion conferred on the Trustees, or on any other person, by this Deed shall (notwithstanding anything to the contrary expressed or implied in this Deed) only be exercisable during such period (whether definite or indefinite) as in the case of the particular power, authority or discretion the law may allow.

36. TRUSTEES' POWERS, AUTHORITIES AND DISCRETIONS EXERCISABLE WITHOUT LIABILITY


Every power, authority or discretion conferred on the Trustees by this Deed, or by law shall be an absolute and uncontrolled power, authority or discretion, and,

**EXECUTED and DELIVERED as a
DEED by PITMANS TRUSTEES
LIMITED acting by two directors or as
directors and its secretary**

**SIGNED as a DEED and Delivered by
SAFE HANDS FUNERAL PLANS
LIMITED acting by a director, in the
presence of**

)
)
)
)

**SIGNED as a DEED and Delivered by
SAFE HANDS PLANS LIMITED acting
by a director, in the presence of**

Safe Hands Plans Ltd 

Witness: Signature [Signature]
Name THOMAS KAYE
Address 16 DELIUS, WOODLANDS VILLAGE
WAKEFIELD, WELSH
Occupation STUDENT

Schedule 2
Notice and acknowledgement - Relevant Agreement

Part 1
Form of notice

[On the letterhead of the Company]

[NAME OF COUNTERPARTY]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear [NAME OF ADDRESSEE],

Floating Charge (Charge) dated [DATE] between [COMPANY] and [APPOINTER]

We refer to the [DESCRIBE RELEVANT AGREEMENT] (Contract).

This letter constitutes notice to you that under the Charge (a copy of which is attached) we have assigned, by way of security, to [APPOINTER] (Appointer) all our rights in respect of the Contract.

We confirm that:

- We will remain liable under the Contract to perform all the obligations assumed by us under the Contract.
- None of the Appointer, any delegate appointed by the Appointer or any receiver will at any time be under any obligation or liability to you under or in respect of the Contract.

Neither the Charge nor this notice releases, discharges or otherwise affects your liability and obligations in respect of the Contract.

Subject to the above, we will remain entitled to exercise all our rights, powers and discretions under the Contract and you may continue to deal with us in relation to the Contract and give notices under the Contract to us unless and until you receive written notice to the contrary from the Appointer. Thereafter, all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Appointer or as it directs and we will cease to have any right to deal with you in relation to the Contract and you must deal only with the Appointer.

Please note that we have agreed that we will not amend or waive any provision of or terminate the Contract without the prior written consent of the Appointer.

The instructions in this notice may only be revoked or amended with the prior written consent of the Appointer.

Please confirm that you agree to the terms of this notice, and to act in accordance with its provisions, by sending the attached acknowledgement to the Appointer at [ADDRESS OF APPOINTER], with a copy to us.

This notice, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

Yours sincerely,

.....

[NAME OF COMPANY]

Part 2
Form of acknowledgement

[On the letterhead of the counterparty]

[NAME OF APPOINTER]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear [NAME OF ADDRESSEE],

Floating Charge (Charge) dated [DATE] between [COMPANY] and [APPOINTER]

We confirm receipt from [COMPANY] (Company) of a notice (Notice) dated [DATE] of [a charge OR an assignment, by way of security,] of all the Company's rights under [DESCRIBE RELEVANT AGREEMENT] (Contract).

[Terms defined in the Notice shall have the same meaning when used in this acknowledgement.]

We confirm that:

- We accept the confirmations and instructions contained in the Notice and agree to comply with the Notice.
- There has been no amendment, waiver or release of any rights or interests in the Contract since the date of the Contract.
- We will not cancel, avoid, release or otherwise allow the Contract to lapse without giving the Appointer at least 30 days' prior written notice.
- We have not, as at the date of this acknowledgement, received notice that the Company has assigned its rights under the Contract to a third party, or created any other interest (whether by way of security or otherwise) in the Contract in favour of a third party.
- The Appointer will not in any circumstances have any liability in relation to the Contract.
- The Contract shall not be rendered void, voidable or unenforceable by reason of any non-disclosure by the Appointer.

This letter, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

Yours sincerely,

.....

[COUNTERPARTY]

EXECUTED as a deed by PTL GOVERNANCE LTD

acting by ~~COLIN RICHARDS~~ a director,

in the presence of:

)

)

)

C.D. Richards

Witness Signature..... *[Signature]*

Witness Name..... *L. PEEK*

Witness Address..... *210 PTL*

..... *107 CHEAPSIDE, LONDON EC2V 6DN*

Witness Occupation..... *CLIENT MANAGER*

EXECUTED as a deed by SAFE HANDS PLANS LIMITED

acting by MALCOLM DAVID MILSON, a director,

in the presence of:

)

)

)

[Signature]

Witness Signature..... *[Signature]*

Witness Name..... *STEPHEN KELLY*

Witness Address..... *56 MILLGATE, ACKWORTH*

..... *LEAF 7PN*

Witness Occupation..... *ACCOUNTANT*