

DATED 22 NOVEMBER, 2007

UNIQ PLC

and

UNIQ PREPARED FOODS LIMITED

(as participating employers)

and

UNIQ PENSION SCHEME TRUSTEES LIMITED

(as the Trustee)

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**PENSION TRUSTEE AGREEMENT**

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Slaughter and May  
One Bunhill Row  
London  
EC1Y 8YY

(GESS/AMWH)

CF072890123

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**THIS DEED** is made on ~~22~~ November, 2007.

**BETWEEN:**

- (1) **Uniq Plc** a company incorporated in England and Wales (registered in England no. 03912506) whose registered office is at No. 1 Chalfont Park, Gerrards Cross, Buckinghamshire, SL9 0UN (the "**Company**");
- (2) **Uniq Prepared Foods Limited** a company incorporated in England and Wales (registered in England No. 00721411) whose registered office is at No. 1 Chalfont Park, Gerrards Cross, Buckinghamshire, SL9 0UN ("**UPF**"); and
- (3) **Uniq Pension Scheme Trustees Limited** a company incorporated in England and Wales (registered in England No. 00912507) whose registered office is at No. 1 Chalfont Park, Gerrards Cross, Buckinghamshire, SL9 0UN (the "**Trustee**").

**WHEREAS:**

- (A) The Company and UPF (the participating employers in the Pension Scheme) and the Trustee intend to enter into the documents constituting the Scheme Funding Plan for the purposes of Part 3 of the Pensions Act 2004.
- (B) The Company and UPF have deposited funds into an Account with the intention that such funds be applied (when it is tax efficient for the Company to do so) towards the reduction of the deficit in the Pension Scheme in accordance with the Scheme Funding Plan.
- (C) The Company has granted to the Trustee a first ranking fixed charge over balances held from time to time in each Account and any Permitted Investments;
- (D) The Parties are entering into this Deed in order to give effect to the terms governing the transfer of funds from an Account to the Pension Scheme and certain undertakings agreed between the Company and the Trustee in connection with the Scheme Funding Plan.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATIONS**

1.1 In this Deed:

"**Account**" has the meaning given to it in the Account Security Agreement;

"**Account Bank**" means Lloyds TSB Bank plc or any other bank at which an Account may be held in accordance with the terms of the Account Security Agreement;

"**Account Security Agreement**" means the account security agreement of even date with this Deed between the Trustee and the Company pursuant to which a first ranking fixed charge was granted to the Trustee over balances held from time to time in each Account and any Permitted Investments;