

PARK RETAIL LIMITED
as the Supplier

- and -

**PARK PREPAYMENTS
TRUSTEE COMPANY LIMITED**
as Trustee

**DECLARATION OF TRUST CONSTITUTING
THE PARK PREPAYMENTS PROTECTION TRUST**

Execution Copy

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DATED 13th August 2007

PARTIES

- (1) **PARK RETAIL LIMITED**, a company incorporated under the laws of England and Wales with registered number 00402152, whose registered office is at Valley Road, Birkenhead, Merseyside, CH41 7ED ("**Park**")
- (2) **PARK PREPAYMENTS TRUSTEE COMPANY LIMITED**, a company incorporated under the laws of England and Wales with registered number 6283710, whose registered office is at 1 Valley Road, Birkenhead, Merseyside, CH41 7ED (the "**Trustee**")

BACKGROUND

- (A) In order to safeguard Capital Prepayments received from Customers in respect of orders for Products for the purpose of the future operation of Park's Christmas Savings Business, Park has agreed, inter alia, to establish this Trust.
- (B) The Trustee has agreed to act as trustee for the purposes of this Deed to hold the Trust Fund and to make payments of the income of the Trust Fund to Park and to make payments of the capital of the Trust Fund to the Beneficiaries all in accordance with the provisions of this Deed upon the terms and subject to the conditions set out in this Deed.

OPERATIVE PROVISIONS

1 INTERPRETATION

- 1.1 In this Deed, the following definitions shall apply:

"**Account Bank**" means Barclays Bank PLC or such other bank as the Parties may from time to time agree in writing;

"**Agents**" means the persons with whom Customers place orders and to whom Customers make prepayments for Products and an "**Agent**" shall mean any of them;

"**Beneficiaries**" means, collectively, the Customers and Park and "**Beneficiary**" shall mean any of them;

"**Business**" or "**Christmas Savings Business**" means Park's business of supplying Products to Customers in each Products Year;

"**Business Day**" means any day, other than a Saturday or a Sunday, on which banks are generally open for business in London;

"**Capital Prepayments**" means all prepayments paid to Park or Agents by Customers in relation to Products during the Trust Period and before the earlier of (i) a Declaration of Termination and (ii) a Termination Event;

"**Certificate of Completion**" means a certificate issued by Park after 24 December in each Products Year, substantially in the form of the draft certificate attached as Schedule 4 to this Deed, certifying that the orders for Products ordered by Customers from Park for that Products Year have been completed and despatched to the Customers in accordance with such orders (save for errors and omissions

which are immaterial in the context of the Business) and requesting that the remaining balance of the Trust Fund in respect of the relevant Products Year be paid to Park;

"Confirmation of Despatch" means a confirmation from Park, substantially in the form of the draft confirmation attached as Schedule 3 to this Deed, whereby Park confirms to the Trustee (i) the Products which have been despatched to Customers (ii) the face value of any Vouchers comprised therein, (iii) the catalogue value of any other Products comprised therein (iv) the amount which Park has already received in consequence of any Payment Request submitted and paid by the Trustee prior to the date of the Confirmation of Despatch for such Products and (v) the outstanding unpaid balance due to Park therefor;

"Costs" means all costs, charges and expenses of and incidental to the administration, operation and determination of the Trust (including without limitation, any remuneration of the Trustee in accordance with Clause 16 (*Remuneration of Trustee*) and any taxes payable in respect of the Trust Fund or the assets comprised therein (excluding any income tax on the income of the Trust Fund);

"CPA" means The Christmas Prepayments Association Limited;

"Customers" means the customers who place orders for Products with Park, either directly or through Agents, in each relevant Products Year and a **"Customer"** shall mean each of them;

"Customer's Share" means in relation to the Trust Fund and a particular Customer (the **"Relevant Customer"**) at any particular time (the **"relevant time"**):

$$((CP - P) \div (TCP - TPS)) \times TF$$

where:

CP = Capital Prepayments paid by the Relevant Customer before the relevant time to Park or an Agent in relation to an order for Products;

P = the catalogue value of Products ordered by the Relevant Customer and despatched to the Relevant Customer before the relevant time;

TCP = the total of Capital Prepayments paid by Customers before the relevant time to Park or Agents in relation to orders for Products;

TPS = the total catalogue value of all Products ordered by Customers and despatched to Customers before the relevant time; and

TF = the value of the Trust Fund at the relevant time;

"Declaration of Termination" means a declaration in writing made by the Parties before the expiry of the Trust Period declaring that no further payments by Customers to Park or Agents shall be Capital Prepayments;

"Deed of Adherence" means a deed supplemental to this Trust between Park and the New Supplier and the Trustee which provides that from the date of such deed or such other date as may be specified in such deed:

(i) this Trust shall have effect as if the New Supplier had established this Trust in place of Park; and

(ii) the rights and obligations of Park and the Trustee under this Trust shall be regarded as the rights and obligations of the New Supplier and the Trustee;

"Director" means a director of any corporate Trustee;

"Insolvency Event" means in relation to a Termination Event:

- (a) an order is made for the winding-up, administration or dissolution of Park; or
- (b) a liquidator, receiver, administrative receiver, administrator or similar officer is appointed in respect of Park;

other than for the purpose of reconstruction or amalgamation in a voluntary solvent winding up.

"Investments" means interest bearing accounts with UK or foreign institutions in accordance with investment principles agreed between Park and the Trustee from time to time;

"Park" means Park Retail Limited;

"Park Group" means any member of the Park Group PLC (registered number 01711939) group of companies including, without limitation, Family Christmas Savings Club Limited (registered number 05715888), Country Christmas Savings Club Limited (registered number 01511434) and Park Christmas Savings Club Limited (registered number 01003190);

"Party" means a party to this Deed and **"Parties"** means collectively all parties to this Deed;

"Payment Request" means a payment request from Park, substantially in the form of the draft payment request attached as Schedule 2 to this Deed, certifying, inter alia, that payment is due from Park to a supplier of Products to Park ordered by Park in order to fulfil orders from Customers for Products and setting out (i) the identity of the supplier (ii) the type of Products supplied to Park and (iii) the amount due from Park to the supplier;

"Products" means goods, Vouchers or other products ordered by Customers, either directly from Park or through Agents, and to be supplied by Park to Customers in carrying on the Business;

"Products Year" means, in relation to any Christmas, the period before such Christmas from when an order is first received by Park from a Customer until the last such order is received, in each case for delivery of Products to Customers for such Christmas;

"Security Deposit" means a security deposit required to be deposited by Park with any credit card company or other surety which provides surety to Park in respect of the collection of monies from Customers in respect of any Products ordered from Park by Customers;

"Statement of Adequacy of Working Capital" means a written statement from Park, substantially in the form of the draft statement attached as Schedule 1 to this Deed, stating that, inter alia, at the date that the Statement of Adequacy of Working Capital is made, the level of orders for Products for the relevant

Products Year means that Park will have sufficient working capital for the relevant Products Year taking into account all other circumstances applicable to the Business;

“Termination Event” means the first to occur of the following:

- (a) Park ceases to operate the Business other than where it transfers substantially the whole of the Business to another company (“the New Supplier”) and Park, the New Supplier and the Trustee enter into a Deed of Adherence; or
- (b) an Insolvency Event occurs in respect of Park;

“Trust” means The Park Prepayments Protection Trust constituted by this Deed;

“Trust Account” means the account numbered 90637904 established by the Trustee at the Account Bank into which Park shall pay the Capital Prepayments in accordance with the provisions of this Deed;

“Trust Deed” means this Deed;

“Trust Fund” means:

- (a) all Capital Prepayments paid by Customers and transferred to the Trustee to hold on the terms of this Trust;
- (b) all other assets added to the Trust Fund including the beneficial interests in Capital Prepayments and Products held by Park as nominee and bare trustee for the Trustee under Clauses 4.2, 4.4 and 5.1;
- (c) all other additions to the Trust Fund by way of accumulations of income, capital accretion or otherwise; and
- (d) the cash investments or property from time to time representing the same respectively;

“Trust Interest Account” means the account numbered 60813923 established by Park at the Account Bank to which the income of the Trust Fund shall from time to time be paid in accordance with the provisions of this Deed;

“Trust Period” means:

- (a) the period of 80 years from the date of this Deed which shall be the perpetuity period applicable to this Trust; or
- (b) such shorter period as the Trustee with the written consent of Park shall by deed declare to be the Trust Period (and so that such period shall not expire before the date of such deed);

“Trustee” means Park Prepayments Trustee Company Limited or any other trustee or trustees of this Trust for the time being; and

“Vouchers” means all vouchers ordered by Customers and supplied by Park to Customers in carrying on the Business.

1.2 In this Deed, unless the context requires otherwise:

- 1.2.1 references to "**income**" include all interest generated by Investments comprised in the Trust Fund from time to time;
- 1.2.2 references to Clauses and Schedules are to clauses of and the schedules to this Deed;
- 1.2.3 a reference to any agreement, deed or document (including, without limitation, references to this Deed) shall be deemed to include a reference to such agreement, deed or document as varied, amended, modified, novated, supplemented or replaced by any other documents, deeds, instruments or agreements from time to time whether as part of a rescheduling or insolvency or otherwise;
- 1.2.4 a reference to "**pounds**", "**sterling**" or the sign "**£**" shall be construed as references to the lawful currency of the United Kingdom;
- 1.2.5 headings to clauses are for convenience only and are to be ignored in construing this Deed;
- 1.2.6 a reference to a person shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority, or any joint venture, association, trustees or partnership (whether or not having separate legal personality);
- 1.2.7 a reference to a "**Party**" or other person shall be construed so as to include, its successors and permitted assignees of rights and/or transferees of obligations, as the context may require;
- 1.2.8 a reference to a company or corporation shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.9 unless otherwise specified references to times of the day are to London time; and
- 1.2.10 references to an English legal term for any action, remedy, method of judicial proceedings, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to that English legal term.

2 **NAME OF TRUST**

- 2.1 The name of the Trust shall be the "The Park Prepayments Protection Trust".
- 2.2 The name of the Trust shall appear on all documentation pertaining to the Trust.

3 **TRUSTEE**

- 3.1 The Trustee shall not be entitled to authorise any person to exercise any delegable function under section 11 of the Trustee Act 2000 without the prior or simultaneous written agreement of Park.
- 3.2 The Trustee shall provide Park with reports on the distribution of the Trust Fund and such other information (including information in relation to the amount, calculation and origin of accrued income) at such intervals and in such form as Park may reasonably require.

3.3 The Trustee shall cause proper minutes to be kept of all its proceedings and any such minutes signed by the chairman of the next meeting shall be admissible as prima facie evidence of the matters stated therein.

4 **PAYMENTS INTO THE TRUST ACCOUNT AND DECLARATION OF TRUST BY PARK IN RELATION TO CAPITAL PREPAYMENTS**

4.1 Park shall, within one Business Day of receipt by it of any Capital Prepayments, transfer such Capital Prepayments into the Trust Account. For the purposes of this Clause 4.1, it is agreed that Capital Prepayments received by Agents are not received by Park until they are paid by Agents to Park.

4.2 Park shall, pending the transfer to the Trustee of any such Capital Prepayments received by it, hold such Capital Prepayments as nominee and bare trustee for the Trustee.

4.3 Park shall include a provision in its terms and conditions of sale that Agents receive all Capital Prepayments received by them from Customers as agent for Park.

4.4 Pending the transfer to Park of any such Capital Payments received by Agents from Customers, Park shall hold the beneficial interest in such Capital Prepayments (which are held by Agents as agent for Park pursuant to Clause 4.3) as nominee and bare trustee for the Trustee.

4.5 The Trustee shall hold the beneficial interest in all such Capital Prepayments until receipt by it of the Capital Prepayments (and shall hold all Capital Prepayments when received by it) on the trusts of this Deed.

5 **DECLARATION OF TRUST BY PARK IN RELATION TO PRODUCTS**

5.1 Subject to Clause 5.2, Park shall hold all Products it receives from suppliers to be used in Products to be supplied by Park to Customers and for which payment has been made by Park to suppliers in accordance with Clause 12.2.1 as nominee and bare trustee for the Trustee provided that Park shall be entitled to despatch such Products to Customers or Agents in fulfilment of orders therefor and upon such despatch such Products shall be released from such trust.

5.2 Upon the cancellation of any order for Products by a Customer or Agent or a request by a Customer or Agent for the substitution of the contents of an order for Products, such Products shall be released from the trust referred to in Clause 5.1 and Park shall be entitled to deal with such Products in its absolute discretion and retain the proceeds of any disposal thereof.

6 **TRUSTS OF THE TRUST FUND**

During the Trust Period the Trustee shall hold the Trust Fund as to both capital and income upon the trusts set out in Clause 7 (*Trusts of Income and Capital*).

7 **TRUSTS OF INCOME AND CAPITAL**

7.1 Until the occurrence of a Termination Event the Trustee shall pay the income of the Trust Fund to Park.

7.2 Income due to Park shall be paid as directed in writing by Park from time to time and pending any such direction shall be paid on the first Business Day of each calendar month to the Trust Interest Account and shall be calculated to the close of business on the Business Day preceding the date of payment.

- 7.3 Subject to Clause 7.4 below, the Trustee shall, in relation to income which comprises interest on the Trust Account, set up a standing instruction with the Account Bank to transfer such interest on the Trust Interest Account in accordance with Clause 7.2 and the Trustee shall instruct the Account Bank, each calendar month, to notify the Parties in writing of all interest paid and to provide details as to how such interest was calculated.
- 7.4 Notwithstanding the above provisions, all income shall be paid to Park net of any withholding tax deducted from such income before payment to the Trustee and if the Trustee shall be liable to pay any further tax on such income in any jurisdiction the Trustee shall be entitled to deduct the amount of such further tax from the income or if the amount of such tax shall not be certain at the date of receipt, the Trustee may deduct such amount as it reasonably estimates will be the tax due ("**Deductions**").
- 7.5 The Trustee shall pay any additional tax on the income of the Trust for which the Trustee is liable to the relevant authority and any part of the Deductions which remain after payment of such tax shall be paid to Park.
- 7.6 In the event that the Deductions are insufficient to pay any tax on income for which the Trustee is liable, Park shall pay to the Trustee on a demand in writing the amount of any excess of tax on income actually due over the amount of any Deductions made by the Trustee in respect of income tax and without prejudice to any such demand the Trustee may pay any such tax out of the future income of the Trust Fund and, subject thereto, out of the Trust Fund.
- 7.7 From and after the occurrence of a Termination Event, before the expiry of the Trust Period, the Trustee shall accumulate the income of the Trust Fund as an accretion to the capital of the Trust Fund and any income tax payable on such income for which the Trustee is liable shall be paid out of such income or the Trust Fund as the Trustee thinks fit.
- 7.8 Subject to the above provisions, during the Trust Period and subject to the provisions of Clause 8 (*Payments from the Trust Fund*) and Clause 9 (*Payments on a Termination Event*) the Trustee shall hold each Customer's Share from time to time upon trust for the person who is the Relevant Customer in relation to that Customer's Share absolutely.

8 **PAYMENTS FROM THE TRUST FUND**

- 8.1 Notwithstanding the provisions of Clause 7 (*Trusts of Income and Capital*) the Trustee shall before the occurrence of a Termination Event and during the Trust Period apply the Trust Fund in making the payments as set out below in this Clause 8 (*Payments From the Trust Fund*) freed and discharged from the trusts of this Trust.
- 8.2 The Trustee shall from time to time discharge the Costs.
- 8.3 Subject to receipt, during the period from 1 February to 31 May in each Products Year, by the Trustee from Park of a Statement of Adequacy of Working Capital, the Trustee shall pay to Park within 2 Business Days of receipt by the Trustee of such Statement such amounts as Park may from time to time specify to the Trustee that it requires to meet its current requirements taking into account all other circumstances applicable to Park's business provided that the aggregate of all such payments to Park in respect of any Products Year shall not exceed 50% of the cumulative balance of Capital Prepayments paid by Customers to Park in respect of such Products Year at the close of business on the Business Day on which such Statement is received by the Trustee from Park.

- 8.4 Before the receipt of a Certificate of Completion in each Products Year:
- 8.4.1 subject to receipt by the Trustee from Park of a Payment Request, the Trustee shall pay to Park within 2 Business Days of receipt by the Trustee of such Payment Request sums due from Park to the suppliers of Products to Park to be used by Park in fulfilment of orders from Customers for Products, as certified by Park in such Payment Request;
- 8.4.2 subject to receipt by the Trustee from Park of a Confirmation of Despatch, the Trustee shall pay to Park within 2 Business Days of receipt by the Trustee of such Confirmation the difference between the catalogue value of Products despatched by Park to Customers (either direct or through Agents) and the amounts previously received by Park under the provisions of Clause 8.4.1 above in respect of those Products, as confirmed by Park in such Confirmation of Despatch;
- 8.4.3 subject to receipt by the Trustee from Park of a certificate certifying that an amount is required as a Security Deposit, the Trustee shall pay such amount to Park within 2 Business Days of receipt by the Trustee of such Certificate;
- 8.4.4 subject to receipt by the Trustee from Park of a certificate certifying that such value added tax is due, the Trustee shall pay to Park within 2 Business Days of receipt by the Trustee of such certificate an amount equal to any value added tax required to be paid by Park to HM Revenue & Customs in respect of the operation of the Business; and
- 8.4.5 the Trustee shall pay to Park within 2 Business Days of receipt of the Trustee of such Certificate an amount equal to any bond required to be arranged by Park (or any member of the Park Group) to the CPA as a condition of membership of the CPA, subject to receipt by the Trustee from Park of a certificate certifying that such bond is so required as a condition of such membership.
- 8.5 Subject to receipt by the Trustee from Park of a Certificate of Completion, the Trustee shall pay to Park within 2 Business Days of receipt by the Trustee of such Certificate the whole of the Trust Fund held by the Trustee at the date of receipt of the Certificate of Completion less the amount of (i) any Capital Prepayments made by Customers in respect of the Products Year after that to which the Certificate of Completion relates (ii) any Costs which are due or to become due but are unpaid and/or (iii) any income tax which is then due or to become due on the income of the Trust Fund arising before the Certificate of Completion, but is unpaid and for which the Trustee is liable.

9 **PAYMENTS ON A TERMINATION EVENT**

Notwithstanding the provisions of Clause 7 (*Trusts of Income and Capital*), upon the occurrence of a Termination Event during the Trust Period the Trustee shall make the following payments out of the Trust Fund:

- 9.1.1 the Trustee shall pay (or reserve) for the Costs (including the Costs of winding up the Trust) and any outstanding income tax on the income of the Trust Fund;
- 9.1.2 subject thereto, the Trustee shall pay or transfer each Customer's Share to the person who is the Relevant Customer in relation to that Customer's Share.

10 **CAPITAL PREPAYMENTS RECEIVED AFTER A TERMINATION EVENT OR
DECLARATION OF TERMINATION**

10.1 Any prepayments by Customers in relation to Products, received from Customers by Park and/or any Agent and/or received by any Agent and paid to Park after the occurrence of a Termination Event shall be held by Park or such Agent, as the case may be, as nominee and bare trustee for the Customers who made such prepayments and shall be repaid to such Customers.

10.2 Any prepayments by Customers in relation to Products, received from Customers by Park and/or any Agent after the date of a Declaration of Termination or after the expiry of the Trust Period shall be held by Park beneficially or by the Agent as nominee and bare trustee for Park as the case may be and shall not form part of the Trust Fund or be subject to any of the terms of this Trust.

11 **TRUSTS AT THE EXPIRY OF THE TRUST PERIOD**

At the expiry of the Trust Period, unless otherwise agreed in writing between the Parties:

(a) the Trustee shall hold each Customer's Share and the income of it upon trust for the person who is the Relevant Customer in relation to that Customer's Share absolutely; and

(b) subject thereto, the Trustee shall hold the Trust Fund and the income of it upon trust for Park absolutely.

12 **UNDERTAKINGS BY PARK**

12.1 Park shall use all amounts it receives under Clause 8.3 from the Trustee for the current requirements taking into account all the circumstances applicable to the Business.

12.2 Where:

12.2.1 any amount is paid by the Trustee to Park pursuant to Clause 8.4.1 for the purpose of Park making a payment to one of its suppliers; or

12.2.2 any amount is paid by the Trustee to Park pursuant to Clause 8.4.3 to enable Park to make a Security Deposit; or

12.2.3 any amount is paid by the Trustee to Park pursuant to Clause 8.4.4 to enable Park to make a payment of value added tax to HM Revenue & Customs; or

12.2.4 any amount is paid by the Trustee to Park pursuant to Clause 8.4.5 to enable Park or any member of the Park Group to make a payment to the CPA as a condition of membership of the CPA,

Park shall make the relevant payment to the supplier, the surety, HM Revenue & Customs or the CPA, as the case may be, within one calendar month of receipt thereof by Park from the Trustee.

12.3 In order to assist the Trustee to make payments to Customers, Park shall make its records, including its computer records, available to the Trustee at the request of the Trustee (acting reasonably) to enable the Trustee to identify each Customer and Agent and the Products which each Customer has ordered.

13 INVESTMENT OF TRUST MONIES

- 13.1 Before the occurrence of a Termination Event, the Trustee shall have no powers or duties in relation to the investment of the Trust Fund and Park shall (subject to the provisions of this Clause) have all the powers in relation to investment which but for this Clause 13.1 would be exercisable by the Trustee.
- 13.2 Before the occurrence of a Termination Event, Park may give directions in writing to the Trustee concerning the investment of the Trust Fund and, in particular, directions concerning the deposit or withdrawal of any funds in or from any Investment, the exercise of any rights relating to such Investments and any other ancillary matters ("**Investment Directions**").
- 13.3 Notwithstanding and in derogation of the general power of investment conferred by section 3 of the Trustee Act 2000, Park shall not direct the Trustee to invest in any investments other than Investments.
- 13.4 Subject to Clause 13.3 above, the Trustee shall comply with Investment Directions received from Park and in the event that the Trustee requires Investment Directions as a result of the maturity of an Investment or in order to provide funds to make any payment provided for in Clause 8 (*Payments From the Trust Fund*) or in any other circumstances, the Trustee shall request Investment Directions in writing from Park and shall not be liable for any loss to the Trust Fund resulting from the failure of Park to provide Investment Directions.
- 13.5 If at any time the Trustee becomes aware that any investment comprised in the Trust Fund is not or has ceased to be an Investment, the Trustee shall withdraw all funds from or otherwise realise such investment as soon as possible.
- 13.6 If it is necessary for the Trustee to withdraw funds from or otherwise realise any Investment comprised in the Trust Fund in order to make any payment provided for in Clause 8 (*Payments From the Trust Fund*) and the Trustee has made a request for Investment Directions in this regard in accordance with Clause 13.4 and Park has failed, within seven Business Days, to give any Investment Directions, the Trustee shall have power to withdraw funds from or otherwise realise any Investment comprised in the Trust Fund in order to make any such payment.
- 13.7 The Trustee shall not be liable for any loss to the Trust Fund resulting from or in any way arising out of any action taken in implementing or otherwise pursuant to any Investment Direction.
- 13.8 All the powers conferred upon Park by this Clause are conferred upon Park in a fiduciary capacity.
- 13.9 Upon the occurrence of a Termination Event, the Trustee shall withdraw all funds from or otherwise realise all the Investments comprised in the Trust Fund and pay the proceeds into the Trust Account.

14 TRUSTEE INDEMNITY AND RELIANCE

- 14.1 In the professed execution of the Trust, the Trustee shall not be liable for any loss arising by reason of any mistake or omission made in good faith by it or by reason of any other matter or thing including the fraud, negligence or default of another trustee (if applicable), nominee or agent, officer or other delegate, unless such loss arises as a result of the wilful default or gross negligence of the Trustee who is sought to be made liable.

- 14.2 The Trustee may rely, as to matters of fact, upon any report, statement, notice or certificate (including any Certificate of Completion, Confirmation of Despatch, Payment Request or Statement of Adequacy of Working Capital) given on behalf of Park and shall be under no obligation to enquire as to the adequacy, accuracy or sufficiency of any such information or be under any obligation to make any calculations or verifications in respect of any such information, except in respect of manifest error, actual knowledge or actual notice of inaccuracy or falseness known to the Trustee or any Director.
- 14.3 The Trustee or Park may rely upon any notice, communication or document believed by either of them respectively to be genuine.
- 14.4 The Trustee shall not be accountable in respect of or be obliged to see to the application of any payment which is made in accordance with the provisions of this Deed if it is made to any person who appears to the Trustee after reasonable enquiry to be a Beneficiary to whom the payment may be made under this Deed notwithstanding that such person is not such a Beneficiary.

15 **CHANGE OF TRUSTEE**

- 15.1 The statutory power of appointing new or additional trustees shall apply to this Trust and shall be exercisable jointly by Park and the Trustee.
- 15.2 The minimum number of trustees shall be two unless a body corporate shall be a trustee hereof in which case that body corporate (whether or not it is a trust corporation) may be a sole Trustee.
- 15.3 An outgoing Trustee shall execute all such transfers or other documents and do all such acts or things as may be necessary for vesting the Trust Fund in the new or continuing trustees provided that such outgoing Trustee may require to be provided with reasonable security for liabilities whether existing, future, contingent or otherwise before surrendering the Trust Fund.

16 **REMUNERATION OF TRUSTEE**

- 16.1 Any individual trustee who is not entitled to remuneration under Clause 16.3 shall be entitled to receive and retain as remuneration for his services hereunder such reasonable sum or sums as may from time to time be agreed with Park.
- 16.2 Any corporate trustee shall be entitled to receive and retain as remuneration for its services hereunder such reasonable sum or sums as may be payable in accordance with its terms and conditions for trust business in force from time to time but if it has no such terms and conditions such reasonable sum or sums as may from time to time be agreed with Park.
- 16.3 These provisions govern the payment of individual trustees:
- (a) any trustee who is a solicitor chartered accountant or other person engaged in any profession or business shall be entitled to charge and be paid all reasonable professional or other charges made by him or his firm or business for business done by him or his firm or business in relation to this Trust whether or not in the ordinary course of his profession or business, and whether or not such business requires the employment of a person engaged in any such profession or business; and
 - (b) in this Clause "**firm or business**" includes any partnership, company or limited liability partnership or other body corporate in which such trustee is a

partner, shareholder or principal or is otherwise interested as an owner or part owner, or of which he is an officer or employee and "business done by his firm or business" includes business done by any partner of his or by any other shareholder or principal of the business or by any officer or employee of the firm or business.

17 PERSONAL INTERESTS OF TRUSTEE OR DIRECTORS

- 17.1 Any Trustee (or Director or other officer of a corporate trustee) who is or becomes a Beneficiary may retain for his absolute benefit all the interest to which he is entitled as a Beneficiary and shall not be liable to account for any such benefit.
- 17.2 Any Trustee (or, any employee, Director or other officer of a corporate trustee) may be employed and remunerated as a director of or holder of any other office or employment or as agent or adviser of Park, any other member of the Park Group or any corporation, body or firm in any way connected with the Trust and may retain for his own absolute benefit any fees or remuneration received by him in any such capacity, notwithstanding that his appointment to or retention of such office or employment or other capacity may be directly or indirectly due to his position as a Trustee or Director or as an employee or other officer of a corporate trustee or to the exercise or non-exercise of any votes in respect of shares or other securities held by the Trustee or Director or other persons on their behalf.
- 17.3 No Trustee nor any company directly or indirectly connected with a corporate trustee nor any Director or officer or employee of a corporate trustee or of such other company shall be precluded from underwriting, purchasing, holding, dealing in and disposing of any debentures, stock, shares or other securities whatsoever of Park or any other member of the Park Group or any company directly or indirectly connected with Park or any other member of the Park Group or from otherwise at any time contracting or entering into any insurance, financial or other transactions of whatsoever nature 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 and none of them shall be liable to account for any profit accruing to him thereby or in connection therewith.
- 17.4 No decision of or exercise of a power by the Trustee shall be invalidated or questioned on the grounds that the Trustee or any Director or other officer of a corporation acting as a 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.
- 17.5 If any Trustee or any Director or other officer of a corporation acting as a trustee has a direct or personal interest as described in Clause 17.4, then he shall disclose the nature of such interest at the meeting of the Trustee (or if a corporation is the sole Trustee, the meeting of the Directors of the sole Trustee) at which the matter in which he is interested is discussed or if he is not present at that meeting, the next meeting at which he is present provided that he shall not be obliged to disclose any interest which is not material or of which any other Trustee (or other Directors) are aware.

18 **AMENDMENT OF TRUST DEED**

18.1 The Trustee may, with the written consent of Park (such consent not to be unreasonably withheld) by deed amend the provisions of this Trust Deed.

18.2 Park may, with the written consent of the Trustee (such consent not to be unreasonably withheld) by deed amend the provisions of this Trust Deed.

19 **NOTICES**

19.1 Any communication to be made in relation to this Deed shall be made in writing and unless otherwise stated, may be made by facsimile transmission email, or letter.

19.2 Any communication or document to be made or delivered by one Party to another pursuant to this Deed shall (unless that other Party has by fifteen days' written notice specified another address) be made or delivered to that other Party and shall be deemed to have been made or delivered one hour after despatch, in the case of any communication made by facsimile transmission or email, or, in the case of any communication made by letter, when left at the registered address of the relevant Party or two Business Days after being deposited in the post, postage prepaid in an envelope addressed to it at that address.

20 **PARTIAL INVALIDITY AND SEVERABILITY**

20.1 If one or more provisions contained in this Deed shall be invalid, illegal or unenforceable in any respect in any jurisdiction, then such invalidity, illegality or unenforceability in such jurisdiction shall not, to the fullest extent permitted by applicable law, invalidate or render illegal or unenforceable such provision in any other jurisdiction. To the fullest extent it may effectively do so under applicable law, each of the Parties waives any provision of law that renders any provision hereof invalid or illegal in any respect.

20.2 Each of the provisions contained in this Deed shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of each of the remaining provisions of this Deed shall not in any way be affected, prejudiced or impaired thereby.

21 **APPROPRIATION**

The Trustee shall have power (exercisable expressly or by implication) to allot, appropriate, partition or apportion any property which or any interest in which may for the time being be subject to the trusts of this Trust in or towards the satisfaction of any share or interest in the Trust Fund in such manner as the Trustee (without the necessity of obtaining any consent) considers just according to the respective rights of the persons interested (and in particular the Trustee may allocate any Product which is held by Park as nominee and bare trustee for it in accordance with the provisions of Clause 5 (*Declaration of Trust by Park in Relation to Products*) above to a Customer who has ordered such Product in or towards satisfaction of the Customer's Share of such Customer).

22 **PROFESSIONAL ADVISERS**

22.1 The Trustee shall have power with the written consent of Park, such consent not to be unreasonably withheld, to take the advice of any solicitor, accountant or other professional adviser concerning any matter in any way relating to this Trust or to its

powers or duties in connection with the trusts of the Trust and in all matters to act in accordance with such advice.

22.2 The professional fees and disbursements of all such advisers shall constitute Costs.

23 **NOMINEES**

Assets comprised in the Trust Fund may be held in the name or names of any nominee or nominees on behalf of the Trustee.

24 **COUNTERPARTS**

This Deed may be executed in any number of counterparts each of which will be deemed to be an original and all of which when taken together constitute one and the same document. This Deed will become effective, if executed in counterparts, when executed by each of the Parties.

25 **APPORTIONMENT**

The provisions of the Apportionment Act 1870 do not apply to this Deed.

26 **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

No person who is not for the time being a party to this Deed shall have any right under the Contracts (Rights of Third Parties) Act 1999, as amended, to enforce any term of this Deed.

27 **IRREVOCABILITY**

The Trust and the dispositions hereby made are intended to be and are irrevocable.

28 **GOVERNING LAW**

This Deed is governed by, and construed in accordance with, the laws of England.

This Deed has been executed as a deed and delivered on the date stated at the beginning of this Deed.

**Schedule 1
Park Retail Limited ("Park")**

To: Park Prepayments Trustee Company Limited as Trustee of The Park Prepayments Protection Trust (the "Trust")

STATEMENT OF ADEQUACY OF WORKING CAPITAL

1 In accordance with Clause 8.3 of the Trust Deed dated [] 2007 relating to the Trust (the "**Trust Deed**"), we hereby confirm that at the date of this Statement of Adequacy of Working Capital the forecast level of orders for Products for the [] Products Year means that Park will have sufficient working capital for the Products Year taking into account all other circumstances applicable to the Business.

2 All terms used in this Statement of Adequacy of Working Capital have the meanings ascribed to them in the Trust Deed.

SIGNED
for and on behalf of Park Retail Limited (Signature)

.....
(Print name)

.....
(Position)

.....
(Date)

Schedule 2
Park Retail Limited ("Park")

To: Park Prepayments Trustee Company Limited as Trustee of The Park Prepayments Protection Trust (the "**Trust**")

PAYMENT REQUEST

- 1 In accordance with Clause 8.4.1 of the Trust Deed dated [] 2007 relating to the Trust (the "**Trust Deed**"), we hereby certify that, in respect of contracts between Park and the suppliers of Products to Park to be used in the fulfilment of orders from its Customers for Products, the sum of [] pounds (£[]) is due at the date hereof to the suppliers and for the type of Products summarised on the attached Schedule under the terms and conditions of the contracts relating thereto.

- 2 All terms used in this Payment Request have the meanings ascribed to them in the Trust Deed.

SCHEDULE

Summary of Suppliers and type of Products

- (i) Supplier of Products

- (ii) Type of Products

SIGNED
for and on behalf of Park Retail Limited

.....
(Signature)

.....
(Print name)

.....
(Position)

.....
(Date)

**Schedule 3
Park Retail Limited ("Park")**

To: Park Prepayments Trustee Company Limited as Trustee of The Park Prepayments Protection Trust (the "Trust")

CONFIRMATION OF DESPATCH

1 In accordance with Clause 8.4.2 of the Trust Deed dated [] 2007 relating to the Trust (the "Trust Deed"), we hereby confirm that in relation to the despatch of Products to Customers or Agents in fulfilment of Customers' orders for the [] Products Year, there is set out on the attached Schedule:

- (i) the Products which have been so despatched as at the date hereof;
- (ii) the face value of any Vouchers comprised therein;
- (iii) the catalogue value of any other Products comprised therein;
- (iv) the amount which Park has already received for such Products in consequence of Payment Requests submitted and paid prior to the date hereof; and
- (v) the outstanding unpaid balance due to Park therefor.

2 All terms used in this Confirmation of Despatch have the meanings ascribed to them in the Trust Deed.

SCHEDULE

- (i) Products which have been despatched.
- (ii) Face value of Vouchers comprised in (i).
- (iii) Catalogue value of any other Products in (i).
- (iv) Amount already received by Park for (i).
- (v) Outstanding balance due to Park for (i).

SIGNED
for and on behalf of Park Retail Limited
(two signatures required)

..... (Signature) (Signature)
..... (Print name) (Print name)
..... (Position) (Position)
..... (Date) (Date)

Schedule 4
Park Retail Limited ("Park")

To: Park Prepayments Trustee Company Limited as Trustee of The Park Prepayments Protection Trust (the "**Trust**")

CERTIFICATE OF COMPLETION

- 1 In accordance with Clause 8.5 of the Trust Deed dated [] 2007 relating to the Trust (the "**Trust Deed**"), we hereby certify that in relation to the [] Products Year, the orders for Products ordered by Customers from Park for that Products Year have been completed and despatched to them in accordance with such orders (save for errors and omissions which are immaterial in the context of the Business) and accordingly, we hereby request that the remaining balance of the Trust Fund in relation to the [] Products Year as at the date of the receipt of this Certificate be now paid to us.

- 2 All terms used in this Certificate of Completion have the meanings ascribed to them in the Trust Deed.

SIGNED
for and on behalf of Park Retail Limited

.....
(Signature)

.....
(Print name)

.....
(Position)

.....
(Date)

EXECUTION PAGE

Executed as a deed by **PARK RETAIL**) **P R Johnson**
LIMITED acting by)
)
and)

Director

M R Stewart

Director/Secretary

Executed as a deed by **PARK**) **R A Morris**
PREPAYMENTS TRUSTEE COMPANY)
LIMITED acting by)
)
and)

Director

M R Stewart

Director/Secretary