

**DATED** 23 July 2025

**(1) LEGAL & GENERAL RESOURCES LIMITED**

**(2) LEGAL & GENERAL TRUSTEES LIMITED  
THE LAW DEBENTURE PENSION TRUST CORPORATION P.L.C.  
INDEPENDENT TRUSTEE SERVICES LIMITED**

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**DEFINITIVE DEED AND RULES  
relating to  
LEGAL & GENERAL GROUP LIFE MASTERTRUST**

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## DEFINITIVE DEED

EXECUTION DATE: 23 July 2025

### PARTIES:

- (1) **LEGAL & GENERAL RESOURCES LIMITED** (Co No. 02334263) whose registered office address is at One Coleman Street, London, EC2R 5AA (the "**Founder**"); and
- (2) **LEGAL & GENERAL TRUSTEES LIMITED** (Co No. 07776739) whose registered office is at One Coleman Street, London, EC2R 5AA; **THE LAW DEBENTURE PENSION TRUST CORPORATION P.L.C.** (company number 03267461) whose registered office address is at 8<sup>th</sup> Floor, 10 Bishopsgate, London, EC2N 4AG, and **INDEPENDENT TRUSTEE SERVICES LIMITED** (company number 02567540) whose registered office address is at 4th Floor, Cannon Place, 78 Cannon Street, London, England, EC4N 6HL (the "**Trustees**").

### INTRODUCTION:

- (A) The Legal & General Group Life Mastertrust (the "**Scheme**") was established by the Founder under a Definitive Deed and Rules dated 29 November 2013 for providing relevant benefits (as defined in Section 393B of the Income Tax (Earnings and Pensions) Act 2003) on the deaths of such employees of such employers as shall be admitted to participation in the Scheme. Before the execution of this deed, the Scheme was governed by the Definitive Deed and Rules dated 29 November 2013. The Founder and the Trustees wish to adopt new rules in substitution for the Scheme's existing rules. The new rules are adopted under this Deed by agreement between the Founder and the Trustees using their powers in Rule 6 of the existing Definitive Deed and Rules. The new rules will take effect on and from the date of this deed (the "**Effective Date**"). Subject to clause 1, the new rules are applicable from the Effective Date to any claims in respect of lump sum benefits in accordance with the rules made either prior to or after the Effective Date.
- (B) The **Scheme** will be registered under Chapter 2 of Part 4 of the Finance Act 2004.
- (C) The **Trustees** are the trustees of the **Scheme**.
- (D) The **Scheme** shall have a separate section for each employer that is admitted to participation (a "**Principal Employer**"). The terms on which benefits will be provided for and payable in respect of employees of each employer that participates in a section will be set out in an insurance policy (a "**Policy**") issued to the **Principal Employer** to which the section relates and the benefit of the **Policy** will be assigned by the **Principal Employer** to the trustees for the time being of the **Scheme**. The terms in the **Policies** will override any contrary provisions of this Definitive Deed and Rules to the extent that those terms relate to benefits.

### IT IS AGREED AS FOLLOWS:

#### 1. EFFECT OF THE DEED AND RULES

The current deed and rules of the Scheme are hereby replaced by this Deed and Rules, which will serve as the Scheme's Deed and Rules on and from the Effective Date, but not so as to prejudice the validity of any decision, act, omission or other thing made, done, or omitted to be done in accordance with the provisions of any other documentation of the Scheme before the Effective Date.

#### 2. CONSTITUTION OF THE SCHEME

The **Trustees** hold all the assets of the **Scheme** and any income, cash or other assets received for the purposes of the **Scheme** on trust to be used in accordance with this Definitive Deed and Rules.

3. **APPLICABLE LAW**

The law of England and Wales applies exclusively to this Definitive Deed and Rules and to the **Scheme** and its administration.

## RULES

### 1. INTERPRETATION

1.1 In these **Rules** the following expressions shall, unless the context otherwise requires, have the following meanings:

- "Appropriate Policy"** means a policy of insurance or an annuity contract which is appropriate for the purposes of section 19(4) of the Pension Schemes Act 1993
- Charity** Means any body of persons or trust established for exclusively charitable purposes under English law
- "Dependant"** means in relation to a deceased **Member**:
- (a) a **Member's** spouse, civil partner or **Qualifying Child**; or
  - (b) such other person (other than a **Member's** child) as, in the opinion of the **Trustees**, was at the date of the **Member's** death:
    - (i) financially dependent on the **Member**;
    - (ii) in a financial relationship of mutual dependence with the **Member**; or
    - (iii) dependent on the **Member** because of physical or mental impairment
- "Employee"** means an employee (including a director) of an **Employer** or any other person in relation to an **Employer** who is to be insured for benefits under the **Scheme**
- "Employer"** means any employer which is participating in the **Scheme** as a **Principal Employer** in accordance with Rule 8 (*Participation by Employers*) or as a subsidiary or associated employer of that **Principal Employer** and, where the context so requires, **Employer** means the **Employer** which, in relation to a **Member**, is currently employing him
- "Founder"** means Legal & General Resources Limited (Co No. 02334263) or a company or person substituted for that company under Rule 8 (*Participation of Employers*)
- "Independent Professional Trustee"** means a company or an individual in the business of providing professional trustee services appointed as a trustee by the **Founder** who is (i) not connected or associated with the **Founder** or any other entity within its corporate group and who (ii) at the time of its or their appointment is included in the register compiled by The Pensions Regulator pursuant to Regulation 2 of the Occupational Pension Schemes (Independent Trustees) Regulations 2005 or such other successor list as may be held by The Pensions Regulator or by any successor body. In this context "connected" and "associated" shall have the meanings given to those terms by the Insolvency Act 1986

|                                    |   |
|------------------------------------|---|
| <b>"Insolvency Event"</b>          | means the winding up or dissolution of an entity or the appointment of a liquidator, receiver, administrative receiver, administrator or similar office in respect of an entity or any of its assets  |
| <b>"LGAS"</b>                      | means Legal and General Assurance Society Limited (Co No 00166055)  |
| <b>"Member"</b>                    | means an <b>Employee</b> or any other person who is insured for benefits under the <b>Scheme</b> so long as they are presently or prospectively entitled to benefits  |
| <b>Participation Agreement</b>     | Means such form of agreement as the <b>Trustees</b> and the <b>Founder</b> are willing to accept from time to time for the purposes of admitting <b>Employers</b> to participation in the <b>Scheme</b> under Rule 8 ( <i>Participation of Employers</i> )  |
| <b>"Policy"</b>                    | means a group life assurance policy issued to the <b>Principal Employer</b> by <b>LGAS</b>  |
| <b>"Principal Beneficiary"</b>     | has the meaning given in Rule 4   |
| <b>"Principal Employer"</b>        | means an employer which participates in the <b>Scheme</b> by virtue of a <b>Participation Agreement</b> entered into for itself and on behalf of its associated or subsidiary employers, if any.  |
| <b>"Qualifying Child"</b>          | in relation to a deceased <b>Member</b> means any person who: <ul style="list-style-type: none"> <li>(i) is the <b>Member's</b> natural or adopted child; and</li> <li>(ii) <ul style="list-style-type: none"> <li>(a) has not reached age 23; or</li> <li>(b) has reached age 23 and, in the opinion of the <b>Trustees</b>, was dependent at the date of the <b>Member's</b> death on the <b>Member</b> because of physical or mental impairment</li> </ul> </li> </ul> |
| <b>"Registered Pension Scheme"</b> | has the meaning given in section 150(2) of the Finance Act 2004   |
| <b>"Rules"</b>                     | means these <b>Rules</b> together with any alteration, modification or addition made under Rule 6 ( <i>Alteration of the Rules</i> )  |
| <b>"the Scheme"</b>                | means the Legal & General Group Life Mastertrust constituted by this Definitive Deed and <b>Rules</b>   |
| <b>"the Trustees"</b>              | means the trustees for the time being of the <b>Scheme</b>  |
| <b>"Unauthorised Payment"</b>      | has the meaning given in section 160(5) of the Finance Act 2004   |

1.2 Where the context so admits, words relating to men also relate to women and vice versa and words importing the singular include the plural and vice versa.

1.3 References to any statutory provision include any pre-enactment, modification, re-enactment or extension of that provision for the time being in force and any statutory instruments, orders or regulations from time to time made under that provision.

1.4 References to any statutory instrument, order or regulation include the statutory provision under which it is made including any amendment for the time being in force.

- 1.5 The expression "person" includes any firm, organisation or body of persons (whether or not incorporated).
- 1.6 The expression "employee" and "director" shall include any person occupying the position of director, by whatever name called.
- 1.7 The headings to the **Rules** and the references in square brackets to the headings of any **Rules** do not affect their interpretation.
- 1.8 Nothing in the **Rules** shall in any way restrict the right of an **Employer** to terminate the employment of a **Member**.

## 2. **THE FOUNDER**

The **Founder** may delegate any of its powers, duties and discretions under the **Rules** to any other company within the Legal & General group of companies.

## 3. **TRUSTEESHIP, LIABILITY ETC.**

### 3.1 **Appointment, removal and retirement**

- 3.1.1 The **Founder** may by deed appoint new or additional **Trustees** and remove any **Trustee** from office.
- 3.1.2 Subject to Rule 3.1.4, the **Founder** shall use reasonable endeavours to ensure that there is at least one **Independent Professional Trustee** or, if a company is the sole corporate trustee, at least one of its directors is an **Independent Professional Trustee**.
- 3.1.3 A **Trustee** may retire from office by giving one month's written notice to the **Founder**, or such shorter period as the **Founder** may agree.
- 3.1.4 When the **Independent Professional Trustee** retires from office the **Founder** shall use its reasonable endeavours to appoint a replacement **Independent Professional Trustee** with effect from the date of retirement or as soon as reasonably practicable thereafter.

### 3.2 **Number of Trustees**

- 3.2.1 The number of **Trustees** shall not be less than two except that a company may be appointed as the sole **Trustee**.
- 3.2.2 The **Trustees** may continue to act despite any temporary vacancy in their number.

### 3.3 **Trustees' remuneration**

The **Trustees** may be paid such remuneration (if any) as may be agreed from time to time by the **Founder**. The **Founder** shall pay any such remuneration or procure that it is paid. No such remuneration shall be paid either in whole or in part from **Scheme** assets.

### 3.4 **Trustees' personal interests**

No decision of or exercise of a power or discretion by any of the **Trustees** will be invalidated or questioned on the ground that the **Trustee** in question had a direct or personal interest in the result of the decision or the exercise of any such power or discretion.

### 3.5 **Trustees as directors or other officers**

A **Trustee** may act as director or other officer and/or be a member of any company to which the **Trustees** have delegated any of their powers, duties or discretions.

### 3.6 **Conduct of business**

3.6.1 If the **Trustees** include or consist of a company, that company shall conduct its business in accordance with the provisions of its memorandum and articles of association.

3.6.2 If there is more than one **Trustee**, the following provisions shall apply:

- (a) the **Trustees** shall appoint a chairman from among their number and may remove and replace any **Trustee** so appointed. If any **Trustee** is a company, the directors of that company shall count for this purpose as if they were individual **Trustees**.
- (b) the **Trustees** shall meet at such times and places as they decide and unless provided for elsewhere in this Rule, they may make regulations for the conduct of their business, the appointment of a secretary and all other matters in connection with their work;
- (c) a majority of the **Trustees** resident in the United Kingdom and capable of acting at the time shall be a quorum;
- (d) a resolution in writing signed by all of the **Trustees** for the time being in the United Kingdom will be as valid as if it had been passed at a meeting of all the **Trustees**. The resolution may consist of one or more documents in similar form each signed by one or more of the **Trustees**;
- (e) at each meeting of the **Trustees**, questions arising at the meeting will be determined by a majority of votes of the **Trustees** present. Where there is an equality of votes on any matter, the chairman of the **Trustees** shall have a casting vote;
- (f) if the **Trustees** are not all in one place, a meeting may consist of a conference at which each **Trustee** is able (directly or by telephone or by other means of communication) to speak to each of the others simultaneously; and
- (g) subject to Rules 3.1.4 and 3.2.2, the **Independent Professional Trustee** must be present at all meetings.

### 3.7 **Trustees' liability**

No **Trustee** will be liable for anything in any way relating to the **Scheme** unless it is proved they acted (or failed to act) in personal conscious bad faith or, in the case of an **Independent Professional Trustee**, negligently. This Rule 3.7 does not exonerate any person from any criminal penalty imposed by a competent court.

### 3.8 **Trustee insurance**

The **Trustees** may with the agreement of the **Founder** insure the **Scheme** against any loss caused by the **Trustees** or insure themselves against liability for maladministration or breach of the trusts of the **Scheme** not involving personal conscious bad faith or fraud of the person concerned. The insurance premiums shall be paid by the **Founder**. No such premiums shall be paid either in whole or in part from **Scheme** assets.

### 3.9 **Administrator**

The **Trustees** or such other persons as the **Trustees** shall appoint in accordance with section 270 of the Finance Act 2004 shall be the scheme administrator of the **Scheme** for the purposes of the Finance Act 2004. The power of appointment and removal of the administrator is vested in the **Trustees**.

## 4. INVESTMENT POWERS AND SCHEME ASSETS

### 4.1 General investment power

The **Trustees'** powers of investment shall be restricted to:

4.1.1 the purchase of immediate annuity policies effected with Legal and General Assurance Society Limited or any of its subsidiaries from time to time or with such other insurance company within the meaning of section 275 of the Finance Act 2004 as the **Trustees** may decide; and

4.1.2 group life assurance policies assigned to the **Trustees** in accordance with Rule 8.1.2.

### 4.2 Scheme assets

The assets of the **Scheme** shall consist of:

4.2.1 monies held by the **Trustees** representing benefits paid under a **Policy** on the death of a **Member** which have been assigned to the **Trustees** pursuant to a **Participation Agreement** entered into by the **Principal Employer** of the section of the **Scheme** under which the benefits have become payable; and

4.2.2 any interest paid on the monies in 4.2.1 above.

### 4.3 Bank accounts

Any money held by the **Trustees** and belonging to the **Scheme** must be kept in one or more separate accounts (whether current or deposit accounts) held by the **Trustees** with a deposit taker, as defined in section 49(8A) of the Pensions Act 1995.

### 4.4 Authority to draw cheques

The **Trustees** may authorise such person or persons as they think fit to draw cheques on any bank account, or endorse any cheques, or give receipts and discharges. Every such receipt and discharge will be as valid as if it were given by the **Trustees**.

## 5. OTHER TRUSTEE POWERS

### 5.1 General power of delegation

The **Trustees** may delegate any of their powers, duties and discretions (including the formation of any opinion and power to sub-delegate) to such persons (whether or not a **Trustee** or officer of a **Trustee** or committees) and on such terms as they think fit.

### 5.2 Appointment of professional advisers

The **Trustees** may appoint such professional advisers as they see fit, on such terms as they deem appropriate.

### 5.3 Reliance on professional advice

The **Trustees** may rely upon the advice or opinion (whether or not obtained by them) of any accountant, actuary, benefit consultant, broker, lawyer, medical practitioner, surveyor or other professional person.

#### 5.4 **Power to decide matters of doubt, to litigate and make minor adjustments**

The **Trustees** may –

- 5.4.1 decide all questions and matters of doubt arising under the **Rules** and so that, so far as the law permits, any such decision shall be conclusive; and
- 5.4.2 institute any legal proceedings which the **Trustees** may consider necessary to resolve any matter relating to the **Scheme** and to pursue, defend, settle or submit to arbitration any proceedings or other claims relating to the **Scheme**.

#### 5.5 **General administration arrangements**

The **Trustees** may make such arrangements generally for the administration of the **Scheme** as they think fit and in particular may appoint, engage or employ nominees, agents and staff to transact any business of the **Scheme** including the receipt and payment of money and to pay remuneration to any person. Any remuneration shall be an administration cost of the **Scheme** payable under Rule 7.

### 6. **ALTERATION OF THE DEFINITIVE DEED AND RULES**

- 6.1 The **Founder** and the **Trustees** may by deed agree to alter or add to all or any of the trusts, powers and provisions of this Definitive Deed and **Rules** with future or retrospective effect.
- 6.2 Except where they deem it to be prejudicial or potentially prejudicial to **Members**, the **Trustees** shall provide advance notice to each **Principal Employer** of any proposed alteration to the Definitive Deed and **Rules** of the **Scheme** pursuant to this Rule 6.

### 7. **EXPENSES**

The **Founder** shall, by such means as the **Founder** may determine, pay or procure payment of all costs, charges and expenses of or incidental to the establishment, administration and management of the **Scheme**.

### 8. **PARTICIPATION OF EMPLOYERS**

#### 8.1 **Participation by Employers**

The **Trustees** may admit to the **Scheme** as:

- 8.1.1 a **Principal Employer** any employer which has effected a **Policy** and entered into a **Participation Agreement**:
- 8.1.2 an **Employer** any subsidiary or associated employer(s) of that **Principal Employer** as may be specified within the terms of the **Participation Agreement**.
- 8.1.3 an **Employer** any subsidiary or associated employer(s) of that **Principal Employer** as agreed with the **Founder** in writing, taking effect from such date as is agreed, with each participation being on the same terms as set out in the **Participation Agreement** in respect of that **Principal Employer**.

#### 8.2 **Participation Agreement and date on which Participation commences**

The **Participation Agreement** mentioned in Rule 8.1.2 shall be entered into by the employer that wishes to be admitted to the **Scheme** as a **Principal Employer**. Participation shall not commence until the date which the **Founder** confirms in writing to the new **Principal Employer**.

### 8.3 Consultation with Employers

Each **Employer** (other than a **Principal Employer**) has, by continuing to participate in the **Scheme**, appointed its **Principal Employer** as its agent for the purposes of any matter under the **Rules** which requires agreement between the **Trustees** and an **Employer**, the giving of notice by the **Trustees** to an **Employer** or any legislation under which the **Trustees** are required to consult with the **Employers** or to reach agreement with an **Employer** about any matter. The **Trustees** shall be required to consult, give notice to or reach agreement only with the **Principal Employer** in relation to such matters and no **Employer** (other than the **Principal Employer**) may challenge the validity of any decision on the grounds that there was no consultation, notification or agreement with it. For the avoidance of doubt the legislative requirements referred to in this Rule include requirements relating to investment.

Subject always to the first paragraph of this Rule, wherever reasonably possible the **Principal Employer** shall provide advance notice of such matters to the **Employers** and shall seek to consult with them prior to reaching agreement.

### 8.4 Employer Obligation

Where the **Founder** and/or the **Trustees** incur any costs or liability or undertake any additional work as a result of an **Employer** failing to comply at all or in good time with any of its obligations under the **Scheme**, the **Founder** and/or the **Trustees** may request that the **Employer** pay to the **Founder** and/or the **Trustees** an amount equal to the costs or liability incurred or the cost of the additional work. If the **Employer** fails to comply with the request, the **Founder** and/or the **Trustees** may request payment from the **Principal Employer** in relation to that **Employer**.

### 8.5 Cessation of participation by Employers

8.5.1 Subject to Rule 8.5.2, a **Principal Employer** will cease to participate in the **Scheme** when any of the following events take place or when any notice given in accordance with the following provisions takes effect:-

- (a) insurance under the **Policy** ceases;
- (b) the **Principal Employer** suffers an **Insolvency Event**;
- (c) the **Founder** gives at least thirty days' written notice to the **Trustees** and the **Principal Employer** that the **Principal Employer** shall cease to participate;
- (d) the **Founder** gives notice under Rule 10.1 of termination of the **Scheme**;
- (e) the **Principal Employer** gives at least thirty days' notice in writing to the **Trustees** (or such shorter period as the **Trustees** may agree in writing) that it intends to cease to participate in the **Scheme**;
- (f) the **Trustees** give at least the relevant period of written notice to the **Principal Employer** that it has failed to comply with any of the requirements of this Definitive Deed and **Rules** and the **Principal Employer** has, in the reasonable opinion of the **Trustees**, failed to take satisfactory steps to correct its failure before the notice takes effect. For these purposes, the relevant period of written notice shall be thirty days where the failure affects the **Scheme's** ability to maintain its status as a **Registered Pension Scheme** under the Finance Act 2004 and three months in all other circumstances.

8.5.2 The **Founder** may permit the **Principal Employer** to continue to participate in the **Scheme** for such period and on such terms as it may decide. Any such period may not exceed 3 months without the prior consent of the **Trustees**.

8.5.3 If on the date on which the participation of a **Principal Employer** would otherwise cease, payment of a benefit in respect of a deceased **Member** employed by the **Principal**

**Employer** (or one of its subsidiary or associated employers) in accordance with Rule 14 has not been completed, the **Founder** may require the **Principal Employer** to continue to comply with Rule 8.1.2(d) and Rule 9 until the **Trustees** have completed payment of the benefit or until a period of 2 years has elapsed since the date on which the **Trustees** were first notified of the death of the **Member**.

8.5.4 On the date on which the participation of a **Principal Employer** ends, the **Rules** shall cease to apply to that **Principal Employer** and its associated or subsidiary employers and the assignment of the benefit of the **Policy** to the **Trustees** pursuant to the **Participation Agreement** shall cease.

## 8.6 **New Principal Employer**

A **Principal Employer** may be replaced by another **Employer**. The existing **Principal Employer** must consent in writing before any substitution takes effect unless an **Insolvency Event** has occurred in relation to the **Principal Employer**. The new **Principal Employer** must agree to perform the obligations of the **Principal Employer** by executing a **Participation Agreement** and give notice of the substitution to the **Trustees** and such other undertakings as the **Trustees** may consider necessary. The new **Principal Employer** will have all powers and responsibilities of the existing **Principal Employer** under the **Scheme**.

Subject always to the first paragraph of this Rule, wherever reasonably possible the existing **Principal Employer** shall provide advance notice of any proposed substitution to the **Employers** and shall offer them the opportunity to make representations prior to the substitution taking effect.

## 8.7 **New Founder**

The **Trustees** may by deed agree that another body be substituted as the **Founder**. The consent of the existing **Founder** is required before any substitution takes effect unless an **Insolvency Event** has occurred in relation to the **Founder**. The new **Founder** must agree to perform the obligations of the **Founder** under the **Rules** and give such undertakings as the **Trustees** may consider necessary. The new **Founder** will have all powers and responsibilities of the existing **Founder** under the **Scheme**.

## 9. **SUPPLY OF INFORMATION BY EMPLOYERS**

### 9.1 **Duty to supply**

Each **Principal Employer** must on request promptly supply to the **Trustees** (or as the **Trustees** may direct) such information as they may require to administer the **Scheme**. In particular (but without limitation), in the event of the death of a **Member** a **Principal Employer** must supply:

- 9.1.1 details of the deceased **Member's** personal representatives and of such other persons as the **Trustees** may request for the purposes of Rule 14.1;
- 9.1.2 details of the deceased **Member's Dependants** in response to a request from the **Trustees** where Rule 14.2 applies; and
- 9.1.3 any expression of wishes completed by the deceased **Member** and held by the **Employer**, a copy of the deceased **Member's** will and such other documents as may evidence the deceased **Member's** intentions as to who should benefit on their death.

### 9.2 **Reliance on information from the Principal Employer**

The **Trustees** may rely upon any information supplied to them by a **Principal Employer**. Upon receipt of that information the **Trustees** shall not be under any duty to make further enquiries and shall not be responsible for any resulting loss.

## 10. TERMINATION OF THE SCHEME

### 10.1 Termination events

The **Scheme** shall be terminated in the following circumstances:

- 10.1.1 on the expiry of three months' written notice from the **Founder** to the **Trustees** and each **Principal Employer**;
- 10.1.2 on the occurrence of an **Insolvency Event** in relation to the **Founder** where the **Trustees** are of the opinion that there is no reasonable expectation of a new **Founder** being substituted under Rule 8.7.

### 10.2 Effects of termination

On the termination of the **Scheme** under Rule 10.1:

- 10.2.1 the **Founder** shall pay to the **Trustees** sufficient amounts to meet any expenses of the winding-up of the **Scheme**;
- 10.2.2 if any lump sums are being held by the **Trustees** on trust or where any claims in respect of lump sum benefits have been notified to the **Trustees**, the provisions of the **Scheme** shall continue to apply and termination under Rule 10.1 shall not take effect until the last remaining lump sum benefit has been paid or applied;
- 10.2.3 on completion of the matters detailed in this Rule 10.2, the **Trustees** may declare the **Scheme** to have been wound up, they shall be irrevocably discharged from the trusts of the **Scheme** and all the trusts, powers and provisions of the **Scheme** shall cease.

## 11. JOINING AND LEAVING

### 11.1 Eligibility

An **Employee** is entitled to be insured for benefits under the **Scheme** if they meet the eligibility criteria set out in the **Policy** and the **Principal Employer** has notified **LGAS** that they are to be insured. The decision of **LGAS** as to the eligibility of any **Employee** under the **Policy** is final.

### 11.2 Admission procedure

The procedure for the admission of eligible **Employees** to the **Scheme** shall be set out in the **Policy** and no **Employee** shall be admitted as a **Member** until **LGAS** has confirmed in writing that they are insured for benefit under the **Policy**.

## 12. TEMPORARY ABSENCE

Provisions relating to temporary absence due to ordinary and additional maternity leave, ordinary and additional paternity leave, ordinary and additional adoption leave, ill-health, secondment and any other temporary absence shall be set out in the applicable **Policy**.

## 13. BENEFITS

On the death of a **Member** a lump sum will be payable in accordance with Rule 14. The amount of the lump sum will be as detailed in the **Policy** and the **Trustees** shall have no responsibility to pay a lump sum except to the extent that a lump sum is payable under the **Policy**.

14. **PAYMENT OF BENEFITS**

14.1 **Trustees' discretion**

Any lump sum payable on the death of a **Member** may, subject to Rule 14.3, be paid or applied by the **Trustees** to or for the benefit of such one or more persons in such amounts, at such times and generally in such manner as the **Trustees** in their discretion think fit. The **Trustees** may pay the lump sum in whole or in part to the personal representatives of the **Member** or to trustees to hold upon such trusts and subject to such powers and provisions as the **Trustees** may direct. The **Trustees** may pay the lump sum in whole or in part to any **Charity**. In exercising their discretion under this Rule the **Trustees** shall take account of, but shall not be bound by, any wishes of the **Member** expressed in a statement of wishes form received by the **Employer** before the death of the **Member** and not revoked by the **Member**.

14.2 **Deduction of tax**

The **Trustees** may deduct from the payment of any benefit in respect of a **Member** any tax for which they, the scheme administrator referred to in Rule 3.9 or any recipient of the benefit are or may be liable.

14.3 **Unpaid benefit**

Any balance of the sum remaining unpaid or unapplied at the expiration of two years beginning with the earlier of the day on which the **Trustees** first knew of the **Member's** death and the day on which the **Trustees** could first reasonably be expected to have known of it shall be paid to their personal representatives.

14.4 **Securing benefits outside the Scheme by the purchase of annuities**

The **Trustees** may provide all or part of any benefit under the **Scheme** in respect of any person (in this Rule called "**the Principal Beneficiary**") by the purchase of an **Appropriate Policy** in the name of the **Principal Beneficiary**.

15. **FINANCE ACT 2004: UNAUTHORISED PAYMENTS**

No payment shall be made under the **Scheme** if it would be an **Unauthorised Payment** unless the **Trustees** and the **Founder** agree. If an amount that would otherwise be payable would be an **Unauthorised Payment**, the **Trustees** and the **Founder** may agree to provide an alternative benefit of equivalent value for the person concerned on such terms as they think fit.

16. **COUNTERPARTS**

This Definitive Deed and **Rules** may be executed in any number of counterparts and by each of the Parties as separate counterparts. Each of the counterparts when executed and delivered shall be deemed to be an original, but all the counterparts together shall constitute one and the same deed.

**EXECUTED AND DELIVERED AS A DEED** by the Parties on the Execution Date.

**EXECUTED** as a Deed (but not delivered until dated) by **LEGAL & GENERAL RESOURCES LIMITED** acting by two Directors or a Director and the Secretary:-

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Director

DocuSigned by:

*Emma Hardaker-Jones*

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Director/Secretary

DocuSigned by:

*Leanne Cornish*

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**EXECUTED** as a Deed (but not delivered until dated) by **LEGAL & GENERAL TRUSTEES LIMITED** acting by two Directors or a Director and the Secretary:-

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Director

DocuSigned by:

*[Signature]*

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Director/Secretary

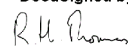
DocuSigned by:

*Leanne Cornish*


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**EXECUTED** as a Deed (but not delivered until dated)  
by **THE LAW DEBENTURE PENSION TRUST CORPORATION**  
acting by two Directors or a Director and the Secretary:-

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Director


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Director/Secretary

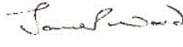
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**EXECUTED** as a Deed (but not delivered until dated)  
by **INDEPENDENT TRUSTEE SERVICES LIMITED**  
acting by two Directors or a Director and the Secretary:-

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Director

DocuSigned by:  
  
6D367115115243D...

Director/Secretary

Signed by:  
  
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