



DATED 22nd May 2012

SIR ROBERT OWEN

DAVID STEVENS

ELAINE MOTION

ROGER TOMKINS

ANGELA WESTOBY

DAVID JOAD

RICHARD ANTHONY VALLANCE

and

THE SECRETARY OF STATE FOR HEALTH (ON BEHALF
OF HER MAJESTY'S GOVERNMENT)

**THIRD DEED OF VARIATION AND AMENDMENT
TO THE vCJD TRUST**

THIS DEED OF AMENDMENT is made the 22 day of May 2012

BETWEEN:

- (1) **SIR ROBERT OWEN** of Royal Courts of Justice Strand London WC2A 2LL **DAVID STEVENS** of Springfield Lawn The Park Cheltenham Gloucestershire GL50 2SD **ELAINE MOTION** of Balfour and Manson 54-56 Frederick Street Edinburgh EH2 1LS **ROGER TOMKINS** of South Quays Horning Reach Horning Norwich Norfolk NR12 8JR **ANGELA WESTOBY** of Haemophilia Unit Bexley Wing St James's Hospital Leeds LS9 7TF **DAVID JOAD** of 7 Heathfield Drive Earlswood Surrey RH1 5HL and **RICHARD ANTHONY VALLANCE** of The Old Bell Langley Upper Green Saffron Walden Essex CB11 4RU (the "Trustees")
- (2) **THE SECRETARY OF STATE FOR HEALTH** (on behalf of Her Majesty's Government) (the "Secretary of State")

RECITALS

- (A) This Deed is supplemental to a Declaration of Trust dated 15th March 2002 made by the Trustees and a First Deed of Variation and Amendment dated 11th December 2002 and a Second Deed of Variation and Amendment dated 7th October 2005 and an amended trust deed signed on 12 February 2010 made by the then trustees (together the "Trust")
- (B) The Trustees are the present trustees of the trusts of the Settlement
- (C) By Clause 34.1 of the Trust Deed the Trustees for the time being of the Trust may by deed with the written consent of the Secretary of State amend vary or alter the trust powers and provisions conferred to them by the Trust Deed PROVIDED that such amendment variation or alteration may not remove any benefit to which any Beneficiary is or had become entitled prior to the date of any such deed

NOW THIS DEED WITNESSES that the Trustees in exercise of such powers contained in clause 34.1 of the Trust Deed and of all other (if any) relevant powers hereby amend the Trust Deed with effect from the date hereof as set out below and the Trust Deed as amended

appears for ease of reference in the Schedule attached to this Deed with the additional clause underlined for identification only:

- 1 In exercise of such power the Trustees declare that an additional Clause 1.29.3 shall be added to clause 1.29 in the Fifth Schedule as follows:

1.29 "A Basic Sum" means:

1.29.3 In respect of a New Victim whose date of initial diagnosis was on or after 31 March 2012 the sum of £122,400, and from 31 March 2013 (and annually thereafter) such higher sum representing a 2% annual increase on the £122,400 (or on whatever is the most recent previous higher sum so that the 2% increase is on the cumulative amount), or such other rate of increase as the Trustees shall agree without requiring the prior consent from the Secretary of State, (but any annual increase shall not apply retrospectively).

- 2 In exercise of such power the Trustees declare that an amendment to Clause 22 of the 2010 Trust Deed and Clause 22 of the Fifth Schedule to the 2010 Trust Deed shall be made to replace the number 3 with the number 5 in the first line and the last line of Clause 22 so that the quorum at meetings of the Trustees shall be 5
- 3 The Secretary of State hereby gives his consent to the above mentioned amendments

SCHEDULE

The amended Trust Deed is attached hereto

Signed as a Deed by SIR ROBERT OWEN
in the presence of:



Witness signature:

Name:

Address:

Occupation:



MARY DAY

195 CENTRAL AVENUE,

CANVEY BLAND ESSEX. SS8 9UP

CLERK TO THE HON. MR. JUSTICE OWENS.

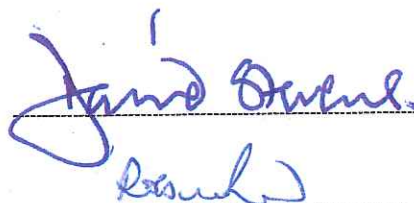
Signed as a Deed by DAVID STEVENS in
the presence of:

Witness signature:

Name:

Address:

Occupation:



DR ROBIN HARKER

31 The Park

Cheltenham GL50 2SD

Retired General Practitioner

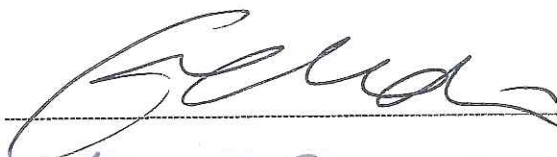
Signed as a Deed by ELAINE MOTION in
the presence of:

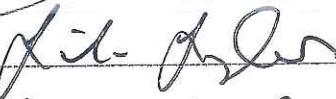
Witness signature:

Name:

Address:

Occupation:





LINDA LANGLANDS

54-66 FREDERICK ST

EDINBURGH EH2 1LS

LEGAL SECRETARY

Signed as a Deed by ROGER TOMKINS in
the presence of:

Witness signature:

Name:

Address:

Occupation:





MERVYN E. AGER

SWALLOW BANK, WOODLANDS WAY,
HORNING, NORFOLK, NR17 8JR

RETIRED.

Signed as a Deed by ANGELA WESTOBY in
the presence of:

Witness signature:

Name:

Address:

Occupation:





LORNA MOOR

5 SOUTH PARADE, OTLEY, LS21 1BX

LYMPHOMA CLINICAL NURSE SPECIALIST

Signed as a Deed by DAVID JOAD in the
presence of:

Witness signature:

Name:

Address:

Occupation:





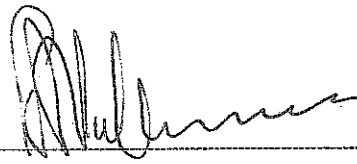
CERANT STEER

8 LEE STREET

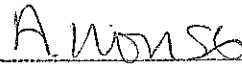
HORLEY,

DECORATOR

Signed as a Deed by RICHARD ANTHONY
VALLANCE in the presence of:



Witness signature:



Name:

ANNE ROUSE

Address:

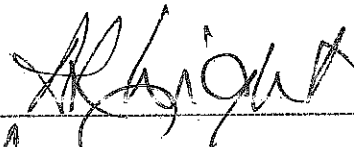
The Cottage

Langley Upper Green

Occupation:

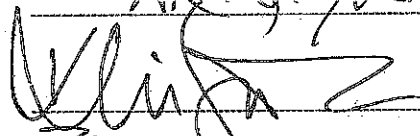
Sutton Walden, Essex
GP PRACTICE MANAGER

Signed as a Deed on behalf of THE
SECRETARY OF STATE FOR HEALTH in
the presence of:



Witness signature:

Name: KEVIN SCOTT



Address:

74 WEST STREET

WROTHAM, KENT

Occupation:

COMPANY DIRECTOR

DATED

SIR ROBERT OWEN

DAVID JOAD

DAVID STEVENS

ANGELA WESTOBY

~~JOHN MELVILLE WILLIAMS~~

ELAINE MOTION

ROGER TOMKINS

RICHARD ANTHONY VALLANCE

vCJD MAIN TRUST

(incorporating First ~~and~~ Second and Third Deeds of Variation
and Amendment and Fifth Schedule)

Charles Russell LLP

5 Fleet Place, London EC4M 7RD

Tel: +44 (0)20 7203 5000 • Fax: +44 (0)20 7203 0200 • DX: 19 London/Chancery Lane • www.charlesrussell.co.uk

THIS DECLARATION OF TRUST is made on this 22 day of May
2012-0 by:

Sir Robert Owen of Royal Courts of Justice Strand London WC2A 2LL David Joad of 7 Heathfield Drive Earlswood Surrey RH1 5HL David Stevens of Springfield Lawn The Park Cheltenham GL50 2SD Angela Westoby of Haemophilia Unit Bexley Wing St James Hospital Leeds LS9 7TF ~~John Melville Williams of 9 Nanhurst Park Elmbridge Road Cranleigh Surrey GU6 8JX~~ Elaine Motion of Balfour and Manson 54-56 Frederick Street Edinburgh EH2 1LS ~~and~~ Roger Tomkins of South Quays Horning Reach Horning Norwich Norfolk NR12 8JR and Richard Anthony Vallance of The Old Bell Langley Upper Green Saffron Walden Essex CB11 4RU (together called "**the New Trustees**")

WHEREAS

- (A) The Secretary of State for Health on behalf of Her Majesty's Government wishes to provide funds by way of compensation in respect of persons who suffered or are suffering from the disease known as variant Creutzfeldt-Jakob disease ("**vCJD**") to be held and applied in accordance with the trusts set out below
- (B) The Secretary of State wishes to provide such funds in a manner which does not prohibit such persons or their families from taking legal proceedings against the Crown and/or related bodies if so advised but wishes to ensure so far as possible that in the event of such proceedings being brought the sums paid under this Deed in its various forms of amendment and the vCJD First Interim Trust and the vCJD Second Interim Trust are taken into account in the computation of damages to be claimed in any such proceedings
- (C) For the purpose of making such provision as aforesaid the Secretary of State paid the sums of £12million and £3million to the trustees of the original settlement dated 15 March 2002 ("**The Original Trustees**") to be held on the trusts set out below

- (D) For the purpose of making such provision as aforesaid the Secretary of State may assign deliver or transfer to the New Trustees or the trustee or trustees from time to time further property to be held upon the trusts set out below or any part or parts of them but it is not intended that anyone other than the Secretary of State or the trustees of the vCJD Second Interim Trust shall assign deliver or transfer any property to the trustees

NOW THIS DEED WITNESSES as follows:

1 DEFINITIONS

- 1.1 In this Deed and save insofar as the context otherwise requires the following expressions shall have the following meanings respectively:
- 1.2 “**BSE**” means the disease or condition currently known as Bovine Spongiform Encephalopathy
- 1.3 “**CJD**” means the disease or condition currently known as Creutzfeldt Jakob disease
- 1.4 “**vCJD**” means the disease or condition currently known as variant Creutzfeldt Jakob disease
- 1.5 “**CJD surveillance unit**” means the national independent research unit for monitoring and surveillance of CJD within the UK funded by the Department of Health and the Scottish Executive at the University of Edinburgh Department of clinical neuro-sciences or such other organisation or organisations carrying out the same or similar functions as the Trustees may (with the written consent of the Secretary of State) from time to time nominate
- 1.6 “**the Trustees**” means the New Trustees or other the trustees or trustee for the time being of this Deed
- 1.7 “**the First Chairman**” means the said Sir Robert Owen
- 1.8 “**the Chairman**” means the First Chairman and Trustees who from time to time replace him

- 1.9 **“the Secretary of State”** means the person who from time to time shall be the Secretary of State for Health in Her Majesty’s Government or if there shall be no such person such representative of Her Majesty’s Government as is substantially responsible for performing the duties now performed by the said Secretary of State
- 1.10 **“the Main Fund”** means the said sum of £12 million all property at any time added thereto by way of further settlement accumulation of income capital accretion or otherwise and all property from time to time representing the premises respectively
- 1.11 **“the Discretionary Fund”** means the said sum of £3 million all property at any time added thereto by way of further settlement accumulation of income capital accretion or otherwise and all property from time to time representing the premises respectively
- 1.12 **“a Victim”** means a person (whether alive or dead) whose Date of Initial Diagnosis is on or before 30 March 2010:
- 1.12.1 in respect of whom the CJD Surveillance Unit has either (i) stated in writing that he is or was on the balance of probabilities a victim of vCJD or (ii) following his death and any post mortem examination has confirmed in writing that he was on the balance of probabilities suffering from vCJD prior to his death and
- 1.12.2 in respect of whom the Trustees are satisfied on the balance of probabilities that he contracted vCJD as a result of (i) exposure to bovine product(s) purchased in the United Kingdom which came from cattle reared and slaughtered in the United Kingdom or (ii) otherwise as a result of exposure in the United Kingdom to BSE or vCJD and for the purposes of this Deed the Trustees shall be entitled but not bound to accept as sufficient evidence that the putative Victim contracted vCJD in such circumstances either (i) documentary evidence that the putative Victim was present in the United Kingdom for periods amounting in aggregate to not less than 5 years between 1982 and 1996 or (ii) a written statement signed on behalf of the Secretary of State to the effect that the Secretary of State is satisfied that the

putative Victim is to be treated as having contracted vCJD as a result of such exposure and

- 1.12.3 who either (i) is listed in the First Schedule hereto or (ii) is the subject of an agreement in writing between the Trustees (in accordance with the power given to them in that regard in clause 14) and the Secretary of State and made within the Perpetuity Period that he should be treated as if he were included in the list in the First Schedule
- 1.12.4 a person who would be a Victim but for the fact that his or her Date of Initial Diagnosis is on or after 31 March 2010 is dealt with under the Fifth Schedule of this deed which contains an amended declaration of trust
- 1.13 “**a Confirmed Victim**” means a Victim whom the CJD Surveillance Unit following his death and any post mortem examination has confirmed in writing was on the balance of probabilities suffering from vCJD prior to his death
- 1.14 “**a Qualifier**” means any person who in respect of a Victim is or was at or after the Relevant Time in respect of that Victim:
 - 1.14.1 a spouse or Partner of the Victim or
 - 1.14.2 an ancestor or descendant of the Victim or
 - 1.14.3 a person who the Trustees are reasonably satisfied on the balance of probabilities is or was treated by the Victim as his child or
 - 1.14.4 a person who the Trustees are reasonably satisfied on the balance of probabilities is or was treated by the Victim as his parent or
 - 1.14.5 a person who is or was a brother sister uncle or aunt of the Victim or the issue of such a person and/or
 - 1.14.6 a Dependant of the Victim

and “**Qualifiers**” shall be construed accordingly and in deducing any relationship (i) any relationship by affinity shall be treated as a relationship by

consanguinity (ii) any relationship of the half blood shall be treated as a relationship of the whole blood (iii) the stepchild of any person shall be treated as his child (iv) an adopted child of any person shall be treated as his child and (v) an illegitimate person shall be treated as the legitimate child of his mother and reputed father

1.14.1A “**a Non-Qualifying Carer**” means any person who in respect of a Victim is not a Qualifier but who has after the Relevant Time in respect of that Victim been significantly involved in caring for that Victim by reason of love and affection”

1.15 “**Date of Initial Diagnosis**” means in respect of any individual Victim such date as the Trustees in their discretion reasonably decide that the Victim was first reasonably suspected as suffering from vCJD

1.16 “**Relevant Time**” means in respect of any individual Victim whichever is the earlier of

1.16.1 the date arising 2 years before the date of the Victim’s death and

1.16.2 the date arising 6 months before the Date of Initial Diagnosis in respect of the Victim

1.17 “**a Victim’s Group**” means a Victim and all persons who are Qualifiers in respect of that Victim

1.18 “**a Beneficiary**” means any person who is either a Victim or a Qualifier and “**the Beneficiaries**” means every such person

1.19 “**a Partner**” means in respect of a Victim any person who the Trustees in their discretion decide (i) is or was living in the same household as the Victim at or after the Relevant Time in respect of that Victim and (ii) has or had been living with the Victim for a period of at least 2 years and (iii) was living during the whole of that period as the husband or wife of or as the partner in a hetero or homosexual union with the Victim

- 1.20 **“a Dependant”** means in respect of a Victim any person who the Trustees in their discretion decide was at or after the Relevant Time in respect of that Victim being maintained either wholly or partly by the Victim and the Trustees shall only treat a person as being so maintained if they decide that the Victim otherwise than for full valuable consideration was making a substantial contribution in money or money’s worth towards the reasonable needs of that person
- 1.21 **“the Perpetuity Period”** means the period of 80 years commencing on the date of this Deed
- 1.22 **“the Accumulation Period”** means the period of 21 years commencing on the date of this Deed
- 1.23 **“the vCJD First Interim Trust”** means a declaration of trust created by a trust deed dated 10 April 2001 and made by Stephen John Irwin QC and Justin Francis Quintus Fenwick QC
- 1.24 **“the vCJD Second Interim Trust”** means the trust created by a trust deed dated 11 December 2001 and made by the said Sir Robert Owen the said Stephen John Irwin QC and the said Justin Francis Quintus Fenwick QC
- 1.25 **“the Victim’s Interim Payments”** means in respect of any Victim the aggregate of such sums as may have been paid by the trustees of the vCJD First Interim Trust and/or the vCJD Second Interim Trust to or for the benefit of the Victim or any other member of the Victim’s Group excluding the Carers’ Interim Payments (if any) and the Dependants’ Interim Payments (if any)
- 1.26 **“the Carers’ Interim Payments”** means in respect of any Victim the aggregate of such sums as may have been paid by the vCJD First Interim Trust and/or the vCJD Second Interim Trust to or for the benefit of those who have provided care for the Victim
- 1.27 **“the Dependants’ Interim Payments”** means in respect of any Victim the aggregate of such sums as may have been paid out of the vCJD First Interim

Trust and/or the Second vCJD Interim Trust to or for the benefit of any one or more of the Dependants of the Victim

1.28 “**Dependency Sum**” means in respect of any Victim who dies leaving Dependants the sum calculated in respect of that Victim’s Dependants in accordance with the Second Schedule hereto

1.29 “**a Basic Sum**” means:

1.29.1 in respect of a Victim whose Date of Initial Diagnosis was before 26th October 2000 the sum of £75,000 or such higher sum as may from time to time be agreed in writing between the Secretary of State and the Trustees in respect of any such Victim or Victims less the aggregate of the Victim’s Interim Payments in respect of that Victim

1.29.2 in respect of a Victim whose Date of Initial Diagnosis is on or after 26th October 2000 the sum of £70,000 or such higher sum as may from time to time be agreed in writing between the Secretary of State and the Trustees in respect of any such Victim or Victims less the aggregate of the Victim’s Interim Payments in respect of that Victim

1.29.3 in respect of a New Victim whose date of initial diagnosis was on or after 31 March 2012 the sum of £122,400, and from 31 March 2013 (and annually thereafter) such higher sum representing a 2% annual increase on the £122,400 (or on whatever is the most recent previous higher sum so that the 2% increase is on the cumulative amount), or such other rate of increase as the Trustees shall agree without requiring the prior consent from the Secretary of State, (but any annual increase shall not apply retrospectively).

1.30 “**Clause 14A Agreement**” means an agreement made pursuant to the provisions of Clause 14A below

1.31 “**the Overriding Proviso**” means a proviso that prior to any payment becoming due or being made under the trusts or powers of this Deed to or for the benefit of any person that such Clause 14A Agreement or Agreements

have been entered into in respect of such person as the Trustees from time to time require

1.32 **“Care Package”** means the package of measures for the care of those suffering from vCJD announced by the Secretary of State for Health in October 2000

1.33 **“authorised intervenor”** means someone authorised to intervene in property or financial affairs of an adult who is incapable in relation to a decision relating to his property or financial affairs under the Adults with Incapacity (Scotland) Act 2000

1.34 **“financial guardian”** means a guardian with powers relating to the property or financial affairs of an adult who is incapable in relation to decisions relating to his property under the Adults with Incapacity (Scotland) Act 2000

1.35 References to clauses and schedules shall be to clauses and schedules of this Deed unless the context otherwise requires

1.36 References to the masculine shall be deemed to include the feminine and vice versa

2 **GENERAL TRUSTS**

2.1 The Trustees shall hold the Main Fund the Discretionary Fund and their incomes upon trust in accordance with the provisions of this Deed and the requirements of law and so that any costs charges liabilities and expenses shall (without prejudice to the Trustees' rights of indemnity and lien) be paid or satisfied primarily out of the Main Fund or its income in priority to the Discretionary Fund or its income

3 **BASIC SUMS**

3.1 Subject to the Overriding Proviso the Trustees shall raise and pay or apply out of the Main Fund or its income in respect of each Victim's Group as follows:

3.1.1 During the period (if any) of the life of the Victim such sum or sums of money (if any) not exceeding in aggregate the amount of the Basic Sum in

respect of that Victim as the Trustees may consider fit to or for the benefit of the Victim and so that such payment or application shall be made as the Trustees shall think fit in any one or more of the following ways:-

- (a) payment to the Victim
- (b) payment to the Victim's receiver curator tutor judicial factor authorised intervenor or financial guardian appointed or authorised by the Court of Protection Court of Session the Sheriff Court or accountant of court
- (c) payment to the Victim's attorney under an Enduring Power of Attorney registered at the Court of Protection or under a Continuing Power of Attorney registered with the Public Guardian
- (d) payment to the Court of Protection or authorised intervenor to the account of the Victim's estate
- (e) payment to the trustees of any trust of which the Victim or any member of the Victim's Group is a beneficiary and to which the Court of Protection or authorised intervenor has directed or ordered that it would be appropriate for any such payment to be made
- (f) otherwise howsoever as the Trustees shall think fit

3.1.2 After the death of the Victim upon the Victim becoming a Confirmed Victim and provided that he shall become a Confirmed Victim within 5 years after his death and more than a year before the expiration of the Perpetuity Period a sum equal to the difference between:

- (a) the Basic Sum in respect of the Victim and
- (b) the aggregate of the sums paid or applied in respect of the Victim's Group pursuant to clause 3.1.1

to or for the benefit of all or any one or more person or persons amongst the following and (if more than one) in such share or shares as the Trustees shall think fit:

- (a) the personal representatives of the Victim to be held as an asset of the Victim's estate
- (b) any person or persons who are Qualifiers in respect of the Victim
- (c) any one or more of the persons who are (or would have been if the Victim's estate had been sufficiently valuable) beneficially entitled to any part of the Victim's estate under his will or intestacy under the law of England and Wales or under the law of such other jurisdiction as may govern the succession to the Victim's estate or any part of it
- (d) any one or more of the persons who would have been beneficially entitled to any part of the Victim's estate under the English law of intestacy had it been sufficiently valuable and had the Victim died intestate domiciled in England
- (e) any person or persons who the Trustees in their discretion consider to have made a substantial contribution to the care and well-being of the Victim

Provided that in exercising their discretion under this clause (and without limiting such other facts or matters as they may consider or take into account) the Trustees may but shall not be obliged to ascertain or consider or take into account the wishes of any members of the Victim's Group

4 EXPERIENCE OF VCJD FOR THE FAMILY OF THE VICTIM

- 4.1 Subject to the Overriding Proviso the Trustees shall in respect of each Victim raise out of the Main Fund or its income a single sum of £5,000 and pay the same to all or such one or more of the Qualifiers in respect of each Victim and

(if more than one) in such shares or shares as the Trustees shall think fit PROVIDED THAT if the Date of Initial Diagnosis of the Victim concerned was before 26th October 2000 this clause shall take effect as if the single sum of £10,000 was substituted for the single sum of £5,000 AND PROVIDED ALSO THAT the Trustees shall deduct from such sum the Carers' Interim Payments (if any) in respect of that Victim

- 4.2 Subject to the Overriding Proviso if the Trustees shall consider that any one or more Qualifiers in respect of a Victim and/or any one or more Non-Qualifying Carers in respect of that Victim is or was significantly involved in the care of the Victim during a period in which he is suffering or suffered from vCJD then the Trustees shall in respect of each such Victim (and in addition to any sum which may be paid pursuant to clause 4.1) raise out of the Main Fund or its income a single sum of £5,000 and pay the same to all or such one or more of the Qualifiers and/or Non-Qualifying Carers in respect of the Victim as they consider were significantly involved as aforesaid and (if more than one) in such shares or shares as the Trustees shall think fit PROVIDED THAT the Trustees shall deduct from such sum any part of the Carer's Interim Payments (if any) in respect of that Victim which has not been taken into account in calculating the payment to be made under clause 4.1
- 4.3 Subject to the Overriding Proviso where the Trustees consider that a Qualifier has suffered a personal injury in the form of an identifiable psychiatric condition falling within the definitions contained in ICD-10 or DSM-IV (or their clinical equivalents) lasting longer than a calendar month and which the Trustees consider on the basis of such evidence as they shall require has been caused or materially aggravated by the fact that the Victim has contracted vCJD then:
- 4.3.1 the Trustees may (but shall not be obliged to) at their discretion raise out of the Main Fund or its income and pay to or apply for the benefit of any such Qualifier the sum of £5,000 and
- 4.3.2 in a case where the Trustees consider that the psychiatric condition has given or gives rise to particular financial or emotional hardship the Trustees may

(but shall not be obliged to) raise out of the Discretionary Fund or its income and pay to or apply for the benefit of any such Qualifier such further sum or sums as the Trustees may in their discretion think fit

5 COSTS INCURRED AS A DIRECT RESULT OF A VICTIM SUFFERING FROM VCJD

5.1 Subject to the Overriding Proviso the Trustees shall raise and pay or apply out of the Main Fund or its income such sum or sums (if any) as they are reasonably satisfied on the basis of documentary evidence or otherwise have been reasonably incurred by the Victim's personal representatives and/or one or more Qualifiers as a direct result of a Victim suffering or having suffered from vCJD in respect of the Victim's funeral expenses and the sum or sums so raised shall be paid or applied by the Trustees to or for the benefit of such of the Qualifiers or personal representatives who have incurred the expenses as the Trustees shall think fit having regard (in cases where more than one person has incurred such expenses) to the relative amounts of the expenses incurred

5.2 Subject to the Overriding Proviso the Trustees may raise and pay or apply out of the Main Fund or its income such sum or sums (if any and not exceeding £10,000 (or such higher sum as the Trustees may in their discretion from time to time determine as the appropriate maximum figure to be applied in the absence of exceptional circumstances) in respect of any Victim save where the Trustees consider that there are exceptional circumstances which justify the expenditure incurred) as the Trustees may in their discretion think fit to the Victim and/or his Qualifiers in respect of the whole or any part of any expenditure incurred by the Victim or by his Qualifiers on real or personal property or on its repair alteration or improvement which the Trustees are reasonably satisfied was incurred as a direct result of the Victim having suffered from vCJD and for the purpose of mitigating the effect of vCJD on the Victim's life

5.3 Subject to the Overriding Proviso where the Trustees are reasonably satisfied on the basis of documentary evidence or otherwise that care has been provided for a Victim as a direct result of a Victim having suffered from vCJD at a time

or times prior to the earlier of (i) 31st March 2001 and (ii) the implementation of a Care Package in respect of that Victim and that such care has either:

- 5.3.1 been purchased by the Victim or by a Qualifier or Qualifiers in respect of the Victim or
- 5.3.2 been provided gratuitously by a Qualifier or Qualifiers or by a Non-Qualifying Carer in respect of the Victim

the Trustees may (but shall not be obliged to) raise and pay or apply out of the Discretionary Fund or its income such sum or sums (if any) as the Trustees may in their discretion think fit to or towards all or any one or more of the following:

- (a) The cost of purchasing such care
- (b) In a case where such care was provided gratuitously a sum equal to 75% of the reasonable value of such care calculated at such rates per hour as the Trustees consider to be reasonable in all the circumstances
- (c) The reasonable costs of travel and other travelling expenses including hotel accommodation incurred solely or predominantly for the purpose of providing such care
- (d) Any other expenditure incurred solely or predominantly for the purpose of caring for or alleviating the suffering of the Victim as the Trustees may consider to be reasonable PROVIDED THAT the totality paid in respect of such other expenditure shall not except in exceptional circumstances exceed £2,500 or such higher sums as the Trustees may in their discretion from time to time determine as the appropriate maximum figure to be applied in the absence of exceptional circumstances

and the sum or sums so raised shall be paid or applied by the Trustees to or for the benefit of the Victim and/or his Qualifiers and/or Non-Qualifying Carers as the Trustees shall think fit

5.4 Subject to the Overriding Proviso where the Trustees are reasonably satisfied on the basis of documentary evidence or otherwise that care has been provided for a Victim as a direct result of a Victim having suffered from vCJD (and whether at a time or times prior or subsequent to 26th October 2000) and that such care has been provided gratuitously by a Qualifier or Qualifiers and/or by Non-Qualifying Carers in respect of the Victim and that any such Qualifier or Qualifiers and/or Non-Qualifying Carer (as the case may be) has suffered such loss of earnings (after deduction of any sum which the Trustees may in their discretion have decided should be paid out of the Discretionary Fund or its income under Clause 5.3 above) as to cause them particular hardship the Trustees may (but shall not be obliged to) raise and pay or apply out of the Discretionary Fund or its income such sum or sums (if any) as the Trustees may in their discretion think fit (and so as to take into account any loss of earnings which after such deduction as aforesaid the Trustees consider has been suffered by a Qualifier and/or Non-Qualifying Carer who provided such gratuitous care to a Victim) to or for the benefit of the Qualifier or Qualifiers and/or Non-Qualifying Carers who have suffered such loss as the Trustees shall think fit

5.5 Subject to the Overriding Proviso where the Trustees are reasonably satisfied on the basis of documentary evidence or otherwise that a Victim has suffered such loss of earnings as to cause particular hardship to himself or to his Dependant(s) as a direct result of suffering from vCJD the Trustees may (but shall not be obliged to) raise and pay or apply out of the Discretionary Fund or its income such sum or sums (if any) as the Trustees may in their discretion think fit (and so as to take into account any loss of earnings which the Trustees consider has been suffered by such Victim) to or for the benefit of the Victim and/or his Dependents as the Trustees shall think fit

5.6 Subject to the Overriding Proviso, where the Trustees are satisfied on the basis of documentary evidence or otherwise that care has been provided for a Victim as a direct result of the Victim having suffered from vCJD and that such care has either:

5.6.1 been purchased by the Victim or by a Qualifier or Qualifiers in respect of the Victim (such care does not include the costs of care ancillary to medical treatment) or

5.6.2 been provided gratuitously by a Qualifier or Qualifiers or by a Non-Qualifying Carer in respect of the Victim after 31st March 2001

where such care has been purchased or provided outside England Northern Ireland Scotland and Wales and where in the Trustees' opinion the Victim was ordinarily resident outside England Northern Ireland Scotland and Wales at the time of and/or since the date of Initial Diagnosis, the Trustees may (but shall not be obliged to) raise and pay or apply out of the Discretionary Fund or its income such sum or sums (if any) as the Trustees may in their discretion think fit, provided that the totality paid in respect of clauses 5.6.1 and 5.6.2 shall not exceed £10,000 per Victim's group. The Trustees may in their discretion from time to time determine an alternative maximum figure to be applied where there are exceptional circumstances

6 FUTURE LOSSES TO DEPENDANTS

6.1 Subject to the Overriding Proviso where the Trustees are reasonably satisfied on the basis of such documentary evidence or other material as they may in their discretion require that a Confirmed Victim has died leaving any one or more Dependants the Trustees shall in respect of each such Victim:

6.1.1 assess the Dependency Sum in respect of that Victim as defined and specified in the Second Schedule hereto

6.1.2 raise and pay or apply out of the Main Fund or its income (subject to the proviso set out below) an amount equal to the balance of such Dependency

Sum after deduction of the Dependants' Interim Payments in respect of that Victim (if any)

6.1.3 pay or apply such balance of the Dependency Sum (subject to the said proviso) to or for the benefit of such Dependants in respect of the Victim as the Trustees shall think fit having regard to:

- (a) The principles which would be applied by a court on a division between dependants within the meaning of and pursuant to the Fatal Accidents Act 1976
- (b) The basis on which the sums have been assessed by them
- (c) The relative dependencies and needs of the potential recipients
- (d) Such other facts or matters as the Trustees may consider relevant

PROVIDED ALWAYS THAT the Trustees shall have a discretion not to distribute more than an aggregate amount of £1 million in respect of any one Victim's Group pursuant to the provisions of this clause 6.1 save insofar as and to the extent that they consider that they can do so without undue risk of their being unable to pay or provide in full out of the Main Fund and its income in its then condition for all other payments due or liabilities (including liabilities as to then past present and future costs and expenses but excluding future payments under this clause in respect of other Victim's Groups which if made would cause the distributions under this clause in respect of any such Victim's Group concerned to exceed (or further to exceed) £1 million) payable out of the Main Fund and its income in its then condition and having regard to the then number and nature of the persons then within the Victim's Groups within the meaning of this Deed and so that where the Trustees limit the distributions to the members of any Victim's Group in accordance with this proviso the permanent or temporary shortfall in respect of each Victim's Group shall be apportioned between the Dependants concerned as the Trustees shall consider fit

- 6.2 Where the Trustees are satisfied that the amounts payable under clause 6.1 are very significantly less than the amounts which would be likely to be payable if the assessments required under that clause and Schedule 2 were based on the future earnings potential of the Victim and that potential can be assessed by the Trustees with reasonable confidence (as with a professional person in the early stages of their career) and the Trustees are satisfied that the Qualifiers in respect of the Victim will suffer particular hardship if no additional payment is made then (subject to the Overriding Proviso) the Trustees may (but shall not be obliged to) raise out of the Discretionary Fund or its income such sums (if any) as they may consider fit and pay or apply such sums to or for the benefit of such Qualifiers in respect of the Victim as the Trustees shall think fit
- 6.3 Where the Trustees are satisfied that the dependency of any Qualifier who is or was a child of the Victim or is or was treated by the Victim as his or her child or as a child of the family would have continued beyond that Qualifier's 21st birthday (for example, because of the Dependant's disability) then (subject to the Overriding Proviso) the Trustees may (but shall not be obliged to) raise out of the Discretionary Fund or its income and pay or apply such sums to or for the benefit of such a Qualifier in respect of the Victim as they may consider fit in respect of such extended dependency

7 COSTS AND OTHER EXPENDITURE

- 7.1 Subject to the Overriding Proviso where the Trustees are reasonably satisfied on the basis of documentary evidence or otherwise that a person is a Beneficiary and that such person has reasonably spent money or incurred liabilities at a time after the date of this Deed in making representations to or in answering inquiries from the Trustees or in undergoing or arranging for medical or other inspections in relation to any actual or potential interest under the trusts or powers hereof the Trustees may (but shall not be obliged to) raise out of the Main Fund or its income in or towards all or any of such expenditure and liabilities such sum or sums (if any) as the Trustees may in their discretion think fit and the sum or sums so raised shall be paid or applied by the Trustees to or for the benefit of the Beneficiary concerned as the Trustees shall think fit

- 7.2 Subject to the Overriding Proviso, where the Trustees are reasonably satisfied that any Dependant of a Confirmed Victim has or will suffer particular hardship because he is unable to obtain adequate life insurance or mortgage protection insurance without paying a substantial additional premium as a direct result of his relationship with the Victim the Trustees may (but shall not be obliged to) raise out of the Discretionary Fund or its income in or towards the cost of such insurance such sum or sums (if any) as the Trustees may in their discretion think fit and the sum or sums so raised shall be paid or applied by the Trustees to or for the benefit of the Dependant concerned as the Trustees shall think fit
- 8 In default of and subject to and pending the application of the Main Fund or the Discretionary Fund or their respective incomes pursuant to the trusts and powers conferred by the foregoing clauses:
- 8.1 The Trustees shall during the Accumulation Period accumulate the income of the Main Fund and the Discretionary Fund in the way of compound interest by investing the same and the resulting income thereof and shall hold those accumulations as accretions to the capital of such of the Main Fund and the Discretionary Fund as they relate to and subject thereto
- 8.2 During the remainder of the Perpetuity Period the Trustees shall have power (but shall not be obliged) for the purpose of relieving the effects caused directly or indirectly by vCJD to Victims or Qualifiers to pay or apply such part or parts of the income of the Main and Discretionary Funds as they may think fit unto or for the benefit in any manner of all or any one or more exclusively of the others or other of the Beneficiaries for the time being in existence PROVIDED that:
- 8.2.1 Such payment or application shall from time to time be made in such shares in such manner and upon such terms and conditions (if any) as the Trustees in their discretion shall from time to time think proper and shall give no right to enjoyment of any future income of the Trust Fund
- 8.2.2 The Trustees in their discretion may pay any income to any persons or person corporations or corporation to be applied for any purposes hereby

authorised without themselves being bound to see to the actual application thereof

- 8.2.3 The Trustees may during any part or parts of the Perpetuity Period permit any of the Beneficiaries (either alone or concurrently or successively) to occupy use or enjoy personally any movable or immovable property which may for the time being be comprised in the Trust Fund upon any terms or conditions whatever which the Trustees may think fit but such permission shall in each case be revocable at any time and at the absolute discretion of the Trustees

and subject thereto upon trust to pay such income to the Department of Health of Her Majesty's Government or any Government department or ministry that the Trustees may consider to be substantially responsible for performing the duties now performed by the said Department of Health and in default to the Crown absolutely

- 9 In default of and subject to any and every other trust and power contained in this Deed and any appointment and application made under them the Main Fund and the Discretionary Fund and the future income thereof (if any) shall at and after the end of the Perpetuity Period be held upon trust for the Department of Health of Her Majesty's Government or such other Government department or ministry as the Trustees may then consider to be substantially responsible for performing the duties now performed by the said Department absolutely and in default for the Crown absolutely
- 10 If a person who was believed by the Trustees to have been a Victim should subsequently be discovered by them not to have been a Victim then as from such discovery he shall cease to be treated as a Victim for the purposes of the trusts and powers hereof and no (or no further) payments or applications shall be made to him or for his benefit or to or for the benefit of any other persons by reason of their relationship or connection with him BUT so that no prior payment or application of the Trust Fund or the income thereof or any part or parts thereof respectively made under any of the above trusts or powers shall thereby be invalidated or entitle the Trustees to recover the same from the

recipients unless the payment or application shall have been obtained dishonestly

- 11 Without prejudice to the generality or effect of the powers expressly or impliedly vested in the Trustees by this Deed or by law the Trustees shall in determining the eligibility of persons to receive or be considered for benefit have the following powers:
 - 11.1 to seek obtain and pay for such professional or other assistance as they may reasonably require out of the Main Fund or the Discretionary Fund or their respective incomes
 - 11.2 to seek consider and pay for such information evidence and medical reports as they may reasonably require out of the Main Fund or the Discretionary Fund or their respective incomes
- 12 If the Trustees shall not (without good reason) use such staff office premises and other administrative facilities as the Department of Health may make available to them to assist in the administration of the trusts hereof the Trustees shall not be entitled to charge to the Main Fund or to the Discretionary Fund or to their incomes such costs or expenses as would not have been incurred by them had they made use of such facilities
- 13 The provisions of the Trustee Act 2000 shall apply to the trusts of this Deed
- 14 The Trustees shall have power from time to time to agree in writing with the Secretary of State within the Perpetuity Period that any person or persons should be treated as if he were included in the list in the First Schedule hereto PROVIDED THAT the Trustees shall be entitled to refuse so to agree and in particular and without prejudice to the generality of the foregoing shall be entitled to refuse so to agree if the agreement is not preceded or accompanied by a settlement of or an undertaking to settle further money on the trusts hereof sufficient to enable the payments which they consider would be likely to become due in consequence of the proposed inclusions to be made and any proper costs and expenses of the Trustees to be paid or provided for

14A Before they make a payment to or for the benefit of any person the Trustees shall cause such agreement or agreements (if any) to be made with such one or more of the following (if any):

14A.1 The Victim concerned or some person duly authorised on his behalf

14A.2 The member of the Victim's Group to or for whose benefit a payment is proposed to be made or applied or some person duly authorised on his behalf

14A.3 The personal representatives of the Victim concerned

14A.4 Such other person or persons as the Trustees may specify

as the Trustees in their discretion from time to time require for the purposes of (i) preventing the Victim his estate or relevant Qualifiers from being doubly compensated (ii) giving effect to the intentions set out in Recital (B) hereof and (iii) ensuring so far as they consider reasonable in the interests of the Department of Health and the persons concerned that the Department of Health does not have (directly or indirectly) to provide compensation to or for the benefit of an individual both through the medium of this Deed and otherwise in respect of the same injury and such agreements shall be in such form and to such effect as the Trustees may require and so as to ensure so far as the Trustees consider appropriate that the payment in question under this trust will be brought into account and given credit for in any claim which may be made for damages against any department of Her Majesty's Government or employee or any quasi-governmental organisation or any other person (public or private corporate or unincorporate) in respect of or in relation to or in any way in connection with the suffering or apprehended suffering by a Victim and for that purpose the Trustees shall be entitled to require that the acceptance of the payments to be made under this Deed and the entering into of an agreement in accordance with this sub-clause in the case of an infant or a person under a disability shall be approved by the Court or by the Court of Protection (or by their equivalents in Scotland or Northern Ireland) (as appropriate)

- 15 In considering whether and how to exercise their trusts powers and discretions in respect of the Discretionary Fund and its income the Trustees shall assume and be entitled to assume that the maximum number of Victims to whose Victim's Group these trusts shall apply will be 250
- 16 The Trustees shall have power to acquire property with trust moneys with a view to its enjoyment in kind by any person or persons for the time being entitled (or capable by the exercise of any trust power or discretion of becoming entitled) to the income of such moneys and whether such property is real or personal or a depreciating asset or income producing or not
- 17 Without prejudice to any other powers they may have in that regard and subject to the terms of this Deed and to the provisions of the Trustee Act 2000 the Trustees shall have power:
- 17.1 to employ and pay any agents delegates advisers managers servants workpeople whatsoever
- 17.2 exercisable either expressly or by implication to allot appropriate partition or apportion any property whatever which is for the time being part of the Main Fund or the Discretionary Fund in or towards satisfaction of any share or interest (including any share or interest of the Trustees) in such Funds or the income thereof in such manner as the Trustees shall in their absolute discretion (without the necessity of obtaining any consent) consider just according to the respective rights of the persons interested
- 18 There shall be up to 7 Trustees consisting of the Chairman and up to 6 other Trustees
- 19 The statutory power of appointing new trustees shall apply provided that:
- 19.1 Any appointment or reappointment of a Trustee (including the Chairman) shall be for a period of 5 years and any competent Trustee may be re-appointed
- 19.2 The period of 5 years shall start from the previous date of appointment or reappointment being (as at the date of this Deed):

The Chairman:	15 March 2007
The said David Stevens:	29 February 2008
The said John Melville Williams	29 February 2008
The said Elaine Motion:	7 April 2006
The said Angela Westoby:	6 February 2009
The said Roger Tomkins:	15 June 2007
The said David Joad:	12 February 2010

or any date of appointment or reappointment thereafter.

- 19.3 A Trustee whose period of appointment has expired shall be treated for the purposes of the statutory power of appointing new trustees in the same way as a trustee who desires to be discharged from the trusts and powers conferred in him
- 19.4 The Trustees shall unless in their reasonable discretion they consider it appropriate to do otherwise use all reasonable endeavours to ensure that any person appointed as Trustee in succession to a retiring trustee has similar professional or other qualifications to those of the retiring Trustee and for that purpose may consult with the President of the Royal College of Physicians the President of the Royal College of Nursing the President of the Law Society the President of the Scottish Law Society the Chairman of the Bar Council the Chair of the Human BSE Foundation or any other relevant person or body as they consider appropriate
- 19.5 A person appointed to be a Trustee in place of a Trustee who was the Chairman shall himself become the Chairman and shall only be appointed if he is or has been a High Court Judge.
- 20 Any Trustee may resign from his office by giving to the remaining Trustees no less than one month's notice in writing of his intention to do so stating in such notice the date from which his resignation is to take effect provided that this power of resignation shall not be exercisable unless at least 5 Trustees will remain in office after such resignation is to take effect
- 21 The Trustees shall conduct their business at meetings provided that:

21.1 Any Trustee may participate in a meeting of the Trustees by means of conference telephone or similar communications equipment whereby all Trustees participating in the meeting can hear each other and a Trustee so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum

21.2 At any time when there are not less than 5 Trustees a resolution in writing signed by all the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held

22 Any ~~3-5~~ Trustees (whether or not including the Chairman) shall form a quorum at meetings of the Trustees provided that for the purpose of exercising the statutory power of appointing new Trustees the quorum shall be all the surviving or continuing Trustees (including a refusing or retiring Trustees if willing and able to participate in the meeting) whether they be more or less than ~~3-5~~ in number

22.1 Notwithstanding the provisions of Clause 22 if at any time the Chairman (or in his absence such other Trustee as the Chairman may in writing appoint to act as his Deputy for the purpose of this Clause) is of the opinion that there is an urgent need for a payment to be made out of the Trust Fund under clause 3.1.1 or otherwise and that it would not be reasonable to wait until a quorum of 5 Trustees could be assembled then any 3 Trustees including the Chairman or such Deputy shall constitute a quorum for the purpose of authorising such a payment PROVIDED ALWAYS that the making of any such payment by a quorum of less than 5 Trustees shall be reported to the Trustees at their next meeting

23 Questions arising at any meeting of the Trustees shall be decided by a simple majority of the Trustees present or deemed to be present and voting provided that:

23.1 in the event of a tied vote the person chairing the meeting shall have a second and casting vote and

23.2 there shall be no proxy voting

- 24 A Trustee who is any way directly or indirectly interested (except as a shareholder whether beneficial or otherwise of not more than one per cent (1%) of the shares in a listed public company) in a contract or proposed contract arrangement or dealing with the Trustees or any other matter which arises for decision by the Trustees:
- 24.1 shall disclose the nature of his interest to the other Trustees and
- 24.2 unless (i) the interest only arises in his capacity as a Beneficiary or as a relative or associate of a Beneficiary and (ii) all the Trustees present who are not interested in the matter in question (not being less than 5 in number) shall unanimously resolve to the contrary shall:
- 24.2.1 withdraw and abstain from any debate or vote in respect of such matter or thing (and having so withdrawn and abstained such person shall not count towards the quorum required for any meeting or vote in respect of the matter or thing concerned) and
- 24.2.2 shall not participate in or seek to influence any decision as to any such matter or thing
- 25 If a unanimous resolution shall have been passed in accordance with clause 24.2 or if following a withdrawal and abstention in accordance with clause 24.2.1 or if otherwise a quorum of 5 Trustees shall be or remain present or be deemed to be present then a resolution passed by the Trustees present or deemed to be present at the meeting (whether unanimously or by a majority or by a casting vote under clause 23) as to the matter or thing in question shall be binding on all the Trustees and shall be effective in all respects as if it were the act of all the Trustees and as if no interest of the kind referred to in clause 24 had existed and (subject to any right he may have to resign or take court proceedings) any dissenting or non-participating Trustee shall do all such things as are reasonably necessary to implement any decision so taken
- 26 Provided that the requirements of this deed as to quorum are satisfied meetings of the Trustees may be held and resolutions may be passed at them

notwithstanding the existence of a vacancy or vacancies amongst the trusteeship (including the Chairmanship)

- 27 The Trustees shall be remunerated out of the Main Fund or the Discretionary Fund or their incomes at a rate equivalent to that payable under the standard scale applicable to non departmental public bodies appointed to advise the Secretary of State and shall be entitled to be indemnified and reimbursed out of the Main Fund or the Discretionary Fund or their incomes in respect of all expenses and liabilities properly and reasonably incurred in respect of or as a result of their trusteeship which expenses shall include or be deemed to include such travel subsistence childcare and other expenses as they may reasonably incur in carrying out their duties as Trustees
- 28 No Trustee shall take or hold any interest in property held on the trusts hereof otherwise than as a Trustees for the purposes hereof and no Trustee shall or be interested in the supply of work or goods at the cost of the trust and no Trustee shall be employed by the Trustees and (save as aforesaid) no Trustee shall receive remuneration
- 29 The Trustees shall ensure that true and sufficient accounts of the Main Fund and the Discretionary Fund and their incomes are kept and are made up and balanced annually
- 30 The Trustees shall procure that the accounts of the trust are audited each year by a suitable firm of Chartered Accountants and that copies of such accounts are made available for the public to inspect and to copy and shall ensure that their accounting and other records are available for inspection by the Comptroller and Auditor General in respect of any audit carried out by the National Audit Office
- 31 No trustee shall be liable for any loss or damage which may happen to the Main Fund or the Discretionary Fund or any part of them or their incomes or otherwise for breach of trust at any time or from any cause whatsoever unless such loss or damage shall be caused by his own actual fraud or dishonesty

32 A Trustee shall not be liable for acting in accordance with the advice of a barrister or solicitor of at least 5 years' standing reasonably believed by a trustee to be qualified to advise on trust matters unless when he does so:

32.1 he knows or has reasonable cause to suspect that the advice was given in ignorance of material facts or

32.2 proceedings are pending to obtain the decision of the court on the matter

33 The Trustees shall not be obliged to seek to recover any payments made by them in good faith pursuant to the trusts hereof if it shall subsequently appear that a person or persons to whom or for whose benefit the payments were made were not or might not have been persons to whom the payments should have been made

34

34.1 The Trustees shall no less frequently than once in every calendar year consider whether the trust powers and provisions conferred upon the Trustees by this trust instrument are adequate to enable the Trustees to act for the best interests of the Beneficiaries and if in the opinion of the Trustees such trust powers and provisions are not adequate the Trustees may by deed with the written consent of the Secretary of State amend vary or alter such trust powers and provisions PROVIDED that such amendment variation or alteration may not remove any benefit to which any such Beneficiary is or has become entitled prior to the date of any such deed

34.2 If in the course of the management or administration of the Main Fund or the Discretionary Fund the Trustees consider that any disposition purchase investment acquisition expenditure or other transaction whatsoever or wheresoever to be effected is expedient in the interests of the Beneficiaries but cannot be effected by reason of the absence of any power for that purpose the Trustees may at any time or times by deed with the written consent of the Secretary of State confer upon themselves either generally or in any particular instance the necessary power for the purpose without the necessity of obtaining an order of the court

35 These trusts shall be governed by English law.

IN WITNESS whereof this Deed has been duly executed the day and year first before

Signed as a Deed by SIR ROBERT OWEN
in the presence of:

written

Witness signature:

Name:

Address:

Occupation:

Signed as a Deed by DAVID JOAD in the
presence of:

Witness signature:

Name:

Address:

Occupation:

Signed as a Deed by DAVID STEVENS in
the presence of:

Witness signature:

Name:

Address:

Occupation:

Signed as a Deed by ANGELA WESTOBY
in the presence of:

Witness signature:

Name:

Address:

Occupation:

Signed as a Deed by **JOHN MELVILLE**
WILLIAMS- RICHARD ANTHONY
VALLANCE in the presence of:

Witness signature:

Name:

Address:

Occupation:

Signed as a Deed by ELAINE MOTION in
the presence of:

Witness signature:

Name:

Address:

Occupation:

Signed as a Deed by ROGER TOMKINS in
the presence of:

Witness signature:

Name:

Address:

Occupation:

SECOND SCHEDULE

Assessment of Sums for the purposes of Clause 6.1

A. *General*

- A.1 In this Schedule and save insofar as the context otherwise requires the expressions defined in the body of the Deed to which this Schedule is attached shall have the meanings there defined and the following expressions shall have the following meanings respectively:

“the Date of Onset of Symptoms” means such date as the Trustees in their discretion may decide was that on which the Victim was first noted as suffering to a significant degree symptoms which were subsequently attributed to vCJD

“the Normal Retirement Age” means in respect of any Victim the normal retirement age for persons in the Victim’s type of employment or such other age (if any) as the Trustees consider on the basis of any information that may be placed before them to be the age at which it is likely that the Victim would have retired but for his death from vCJD PROVIDED ALWAYS that in a case where the Trustees have no evidence as to the appropriate normal retirement age they shall assume that the Victim would have had a normal retirement age of 65 years

“child of the family” means any child who:

- (a) is a child of the Victim or
- (b) has been treated by the Victim as a child of his family

“child of the family” means any child who is or was a child of the Victim or is or was treated by the Victim as his or her child or as a child of the family

“the Tables for Loss of Earnings” means the tables of that description set out in the Third Schedule hereto or such alternative Tables of multipliers as the Trustees may following any exercise by the Lord Chancellor of his powers under the Damages Act 1996 to set a discount rate outside the range of 1.5% to 3.5% consider represents a suitable equivalent set of tables of multipliers for use in calculating such lost earnings on the assumption that 2.5% is the appropriate discount rate for the Tables in the Third Schedule hereto and having regard to the amount by which the discount rate so set by the Lord Chancellor may differ from 2.5%

“The Tables for Pension Loss” means the tables of that description set out in the Fourth Schedule hereto or such alternative Tables of multipliers as the Trustees may following any exercise by the Lord Chancellor of his powers under the Damages Act 1996 to set a discount rate outside the range of 1.5% to 3.5% consider represents a suitable equivalent set of tables of multipliers for use in calculating lost pension on the assumption that 2.5% is the appropriate discount rate for the Table in the Third Schedule hereto and having regard to the amount by which the discount rate so set by the Lord Chancellor may differ from 2.5%

“The Pensions Multiplier” means in respect of any Victim the appropriate figure from the Tables for Pensions Loss for a person corresponding to the Victim's description at the date of his death with such discounts if any as the Trustees shall consider appropriate for risks other than mortality and the resultant figure shall be further discounted as follows:

- (a) in the case of a Victim aged 45 or over but under 50 at the date of death by 66.6%;
- (b) in the case of a Victim aged 50 or over but under 55 at the date of death by 50%;
- (c) in the case of a Victim aged 55 or over but under 60 at the date of death by 33.3%; and
- (d) in the case of a Victim aged 60 or over – no further discount

“The Loss of Earnings Multipliers” means in respect of any victim the appropriate figures from the Tables for Loss of Earnings for a person corresponding to the Victim’s description at the date of his death with such discounts if any as the Trustees shall consider appropriate for risks other than mortality

A.2 The Trustees shall assess Dependency Sums in respect of each Victim in accordance with the following provisions

A.3 The Trustees shall assess in respect of any Victim who dies leaving Dependants the Relevant Loss of Earnings as follows:

A.3.1 The Trustees shall first assess the highest net annual earnings received (or receivable in the case of earnings which are not necessarily paid in the same period as they are earned if the Trustees in their discretion consider that such a method of assessment would in the case of the relevant Victim be more appropriate) by the Victim in the 3 years immediately preceding the Date of Onset of Symptoms (**“the Victim’s Earnings”**) PROVIDED ALWAYS THAT in any case where the earnings assessed in this manner are less than £7,500 per annum then the Trustees shall substitute the sum of £7,500;

A.3.2. The Trustees shall then assess the highest net annual earnings of the Victim’s Partner (if any) in the same 3 year period (**“the Partner’s Earnings”**) except where the circumstances described in the following sub-paragraphs A.3.2.1 to A3.2.3 apply in which case they shall instead assess the Partner’s Earnings on the basis of the calculations laid down in such sub-paragraphs

A.3.2.1 Where the Partner has given up work prior to the Date of Onset of Symptoms in order to look after any child of the family, the Partner’s Earnings shall be assessed as nil for the period until the youngest child of the family reaches the age of 5 years and thereafter shall be assessed in the Trustees’ discretion as either (i) the higher of the figure computed in accordance with the provisions of Paragraph A.3.2. and £2,500 or (ii) such other

sum as in the discretion of the Trustees appears reasonably to reflect the earning capacity that the Partner would have had when the youngest child of the family reached the age of 5 years but for the Victim's illness and death from vCJD

A.3.2.2. Where one or more children of the family is less than 5 years old at the date of the Victim's death and the Partner has given up work since the Date of Onset of Symptoms (or intends to give up work) in order to look after such child or children the Trustees shall (if satisfied that it is reasonable for the Partner to give up work in order to look after such children and that the Partner will in fact do so) be entitled to assess the Partner's Earnings as nil for the period until the youngest child of the family reaches the age of 5 years and thereafter in the same manner as set out in Paragraph A.3.2.1 above

A.3.2.3. Where the Victim's Earnings as assessed in accordance with the terms of this Schedule are £7,500 or less and their Partner's Earnings are less than £2,500 and there is no child of the family aged under 5 years then the Partner's Earnings shall be assessed as £2,500 unless the Trustees are satisfied that some different earning capacity should be attributed to the Partner in which case the Partner's Earnings shall be assessed in accordance with such earning capacity

A.3.3. The Trustees shall then aggregate in respect of each relevant period prior to the Victim's Normal Retirement Age (or the end of the dependency of all Dependants if earlier) the Victim's Earnings and the Partner's Earnings and (i) shall discount the resultant figure by 25% during the period or periods until the youngest child of the family (if any) will have reached the age of 21 years (or such later date as the Trustees may in their discretion determine in a case where they exercise their powers under Clause 6.3 of this Deed and (ii) shall discount the said resultant figure by 33.3% for the remainder of the relevant period

- A.3.4 The Trustees shall in respect of each relevant period deduct from the figure arrived at under Paragraph A.3.3. the Partner's Earnings (if any) and the resultant balance shall be taken as the **Annual Loss of Earnings** for that period
- A.3.5 The Trustees shall then select the Loss of Earnings Multipliers which most closely approximate to the Victim's circumstances (including the expected duration of any dependency) and Normal Retirement Age
- A.3.6 The Trustees shall multiply the Annual Loss of Earnings (see A.3.4) in each period by the appropriate Loss of Earnings Multiplier in accordance with the guidelines set out in the Tables for Loss of Earnings for all relevant periods up to the Normal Retirement Age of the Victim or the end of the last relevant dependency if earlier and the balance resulting from aggregating the sums so calculated shall be taken as the Relevant Loss of Earnings in respect of that Victim
- A.4 Where a Victim was aged 45 years or over at the date of his death and died leaving a Partner and/or one or more dependants whose dependency would but for the Victim's death have been expected to continue beyond the Normal Retirement Age for that Victim the Trustees shall multiply a sum equal to two thirds of the Annual Loss of Earnings for the period immediately preceding the date when the Victim would but for his death have reached Normal Retirement Age by the appropriate Pensions Multiplier PROVIDED ALWAYS that (1) if the Victim dies leaving dependant children whose dependency would have been expected to continue during some part of the Victim's retirement, then the Relevant Loss of Pension shall be calculated in two stages and for each stage the Annual Loss of Earnings shall be determined by using a discount of 25% or 33.3% as appropriate in accordance with Paragraph A.3.3 above (2) if the last relevant dependency in respect of that Victim would have come to an end prior to the end of the life expectancy in respect of that Victim as assumed in the Table of Pension Multipliers then the Pension Multiplier shall be varied to ensure that no sum is taken into account in respect of any period subsequent to the expected end of such dependency

and the resultant balance shall be taken as the Relevant Loss of Pension of that Victim

A.5 The Trustees shall aggregate the Relevant Loss of Earnings and the Relevant Loss of Pension and the resulting sum shall be taken as the Dependency Sum in respect of that Victim

A.6 The sums of £7,500 and £2,500 shall from time to time be reviewed by the Trustees and replaced by such higher sums as the Trustees may from time to time in their discretion determine in order to reflect the effects of inflation occurring subsequent to the date of this Deed and from the time of each such review the said higher sums shall be substituted as appropriate for the sums of £7,500 and £2,500 wherever the same appear in the preceding paragraphs of this Schedule

THIRD SCHEDULE

The Tables For Loss Of Earnings

- 1 Where it would have been probable that the dependency of any one or more of the dependants of the Victim would have lasted until at least the Victim's Normal Retirement Age these Multiplier Tables shall be used in the following way:-
 - 1.1 The appropriate multiplier table shall first be selected from Tables 21 to 28 based on the gender and Normal Retirement Age of the Victim;
 - 1.2 The appropriate overall multiplier to Normal Retirement Age shall be selected from the figure in the second column of the Table which corresponds with the age of the Victim at his/her death (hereinafter referred to as "**The Overall Multiplier**")
 - 1.3 Where the Victim left no dependant children the Overall Multiplier shall be the Loss of Earnings Multiplier in respect of that Victim for the purposes of Paragraph A.3.5 of the Second Schedule;
 - 1.4 Where the Victim has left dependant children and Paragraphs A.3.2.1 and/or A.3.2.2 do not apply:
 - 1.4.1 For the period until the youngest child reaches the age of 21 or such later date as the Trustees may in their discretion determine under Clause 6.3 of this Deed the Loss of Earnings Multiplier for the purposes of Paragraph A.3.5 of the Second Schedule shall be calculated from Table 38 by taking the number of years (rounded to the nearest whole number of years) from the date of the Victim's death to the end of such period and selecting the figure from the second column of Table 38 which corresponds with that number of years;
 - 1.4.2 For the remainder of the period until Normal Retirement Age the Loss of Earnings Multiplier shall be the figure calculated by deducting the Loss of Earnings Multiplier calculated pursuant to Paragraph 1.4.1 above from the Overall Multiplier;

- 1.5 Where the Victim has left dependant children but Paragraphs A.3.2.1 and/or A.3.2.2 apply:
- 1.5.1 For the period until the youngest child of the family reaches the age of five years (“**the First Period**”) the Loss of Earnings Multiplier for the purposes of Paragraph A.3.5 of the Second Schedule shall be calculated from Table 38 by taking the number of years (rounded to the nearest whole number of years) from the date of the Victim’s death to the end of such period and selecting the figure from the second column of Table 38 which corresponds with that number of years;
- 1.5.2 For the period starting at the end of the period referred to in Paragraph 1.5.1 above and ending with the date on which the youngest child reaches the age of 21 or such later date as the Trustees may in their discretion determine under Clause 6.3 of this Deed (“**the Second Period**”) the Loss of Earnings Multiplier for the purposes of Paragraph A.3.5 of the Second Schedule shall be calculated by:
- (a) taking the number of years (rounded to the nearest whole number of years) from the commencement of such period to the end of such period and selecting the figure from the second column of Table 38 which corresponds with that number of years;
 - (b) multiplying the said figure from the second column of Table 38 by the figure in the first column of Table 37 which corresponds with the number of actual years in the First Period; and
 - (c) treating the resultant figure as the Loss of Earnings Multiplier for the Second Period
- 1.5.3 For the remainder of the period until Normal Retirement Age the Loss of Earnings Multiplier shall be the figure calculated by deducting each of the Loss of Earnings Multipliers calculated pursuant to Paragraphs 1.5.1 and 1.5.2 above from the Overall Multiplier.

- 2 Where it is probable that the dependency of any and all dependants on the Victim would have come to an end on a date earlier than the Victim's Normal Retirement Age (as with a Victim dying leaving dependant children but no dependant partner) then the Loss of Earnings Multiplier shall be taken as the figure from the second column of Table 38 which corresponds with the number of years (rounded to the nearest whole years) from the date of death to the probable end of such dependency provided that if the resultant figure is greater than the Overall Multiplier in respect of that Victim as calculated in accordance with Paragraph 1 above, the Overall Multiplier shall be substituted for the figure so calculated and shall be treated as the Loss of Earnings Multiplier in respect of that Victim.

Table 21: Multipliers for loss of earnings to pension age 55 (males)

Age at date of death	Multiplier calculated with allowance for projected mortality from the 1998-based population projections and rate of return of	
	2.5%	Scheme Multiplier (Following 10% discount)
16	24.65	22.19
17	24.26	21.83
18	23.87	21.48
19	23.47	21.12
20	23.06	20.75
21	22.64	20.38
22	22.22	20.00
23	21.77	19.59
24	21.32	19.19
25	20.86	18.77
26	20.39	18.35
27	19.90	17.91
28	19.40	17.46
29	18.89	17.00
30	18.37	16.53
31	17.83	16.05
32	17.28	15.55
33	16.71	15.04
34	16.13	14.52
35	15.54	13.99
36	14.93	13.44
37	14.30	12.87

38	13.66	12.29
39	13.01	11.71
40	12.34	11.11
41	11.65	10.49
42	10.95	9.86
43	10.23	9.21
44	9.49	8.54
45	8.74	7.87
46	7.97	7.17
47	7.17	6.45
48	6.36	5.72
49	5.52	4.97
50	4.66	4.19
51	3.78	3.40
52	2.87	2.58
53	1.94	1.75
54	0.99	0.89

Table 22: Multipliers for loss of earnings to pension age 55 (females)

Age at date of death	Multiplier calculated with allowance for projected mortality from the 1998-based population projections and rate of return of	
	2.5%	Scheme Multiplier (Following 10% discount)
16	24.84	22.36
17	24.45	22.01
18	24.06	21.65
19	23.65	21.29
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20	23.24	20.92
21	22.81	20.53
22	22.37	20.13
23	21.93	19.74
24	21.47	19.32
<hr/>		
25	21.00	18.90
26	20.51	18.46
27	20.02	18.02
28	19.51	17.56
29	19.00	17.10
<hr/>		
30	18.47	16.62
31	17.92	16.13
32	17.37	15.63
33	16.80	15.12
34	16.21	14.59
<hr/>		
35	15.61	14.05
36	15.00	13.50
37	14.37	12.93
38	13.73	12.36
39	13.07	11.76
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40	12.40	11.16
41	11.71	10.54
42	11.00	9.90
43	10.28	9.25
44	9.53	8.58
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45	8.77	7.89
46	7.99	7.19

47	7.19	6.47
48	6.37	5.73
49	5.53	4.98

50	4.67	4.20
51	3.79	3.41
52	2.88	2.59
53	1.94	1.75
54	0.99	0.89

Table 23: Multipliers for loss of earnings to pension age 60 (males)

Age at date of death	Multiplier calculated with allowance for projected mortality from the 1998-based population projections and rate of return of	
	2.5%	Scheme Multiplier (Following 10% discount)
16	26.33	23.70
17	25.98	23.38
18	25.63	23.07
19	25.28	22.75
20	24.92	22.43
21	24.55	22.10
22	24.17	21.75
23	23.78	21.40
24	23.38	21.04
25	22.97	20.67
26	22.55	20.30
27	22.12	19.91
28	21.67	19.50
29	21.22	19.10
30	20.76	18.68
31	20.28	18.25
32	19.79	17.81
33	19.29	17.36
34	18.78	16.90
35	18.25	16.43
36	17.71	15.94
37	17.15	15.44
38	16.59	14.93
39	16.01	14.41
40	15.42	13.88
41	14.81	13.33
42	14.19	12.77
43	13.56	12.20
44	12.91	11.62
45	12.25	11.03

46	11.57	10.41
47	10.87	9.78
48	10.15	9.14
49	9.42	8.48

50	8.67	7.80
51	7.90	7.11
52	7.11	6.40
53	6.30	5.67
54	5.47	4.92

55	4.62	4.16
56	3.75	3.38
57	2.86	2.57
58	1.93	1.74
59	0.98	0.88

Table 24: Multipliers for loss of earnings to pension age 60 (females)

Age at date of death	Multiplier calculated with allowance for projected mortality from the 1998-based population projections and rate of return of	
	2.5%	Scheme Multiplier (Following 10% discount)
16	26.56	23.90
17	26.21	23.59
18	25.86	23.27
19	25.50	22.95
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20	25.13	22.62
21	24.76	22.28
22	24.37	21.93
23	23.97	21.57
24	23.56	21.20
<hr/>		
25	23.14	20.83
26	22.72	20.45
27	22.28	20.05
28	21.83	19.65
29	21.37	19.23
<hr/>		
30	20.90	18.81
31	20.42	18.38
32	19.92	17.93
33	19.42	17.48
34	18.90	17.01
<hr/>		
35	18.37	16.53
36	17.83	16.05
37	17.27	15.54
38	16.70	15.03
39	16.12	14.51
<hr/>		
40	15.52	13.97
41	14.91	13.42
42	14.29	12.86
43	13.65	12.29
44	13.00	11.70
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45	12.33	11.10
46	11.64	10.48
47	10.94	9.85
48	10.22	9.20
49	9.48	8.53

50	8.72	7.85
51	7.95	7.16
52	7.15	6.44
53	6.34	5.71
54	5.51	4.96

55	4.65	4.19
56	3.77	3.39
57	2.87	2.58
58	1.94	1.75
59	0.98	0.88

Table 25: Multipliers for loss of earnings to pension age 65 (males)

Age at date of death	Multiplier calculated with allowance for projected mortality from the 1998-based population projections and rate of return of	
	2.5%	Scheme Multiplier (After 10% discount)
16	27.76	24.98
17	27.45	24.71
18	27.14	24.43
19	26.83	24.15
20	26.50	23.85
21	26.17	23.55
22	25.84	23.26
23	25.49	22.94
24	25.13	22.62
25	24.76	22.28
26	24.39	21.95
27	24.01	21.61
28	23.61	21.25
29	23.21	20.89
30	22.80	20.52
31	22.37	20.13
32	21.94	19.75
33	21.49	19.34
34	21.03	18.93
35	20.56	18.50
36	20.08	18.07
37	19.58	17.62
38	19.08	17.17
39	18.56	16.70
40	18.03	16.23
41	17.50	15.75
42	16.95	15.26
43	16.39	14.75
44	15.81	14.23
45	15.22	13.70
46	14.62	13.16

47	14.01	12.61
48	13.37	12.03
49	12.73	11.46

50	12.06	10.85
51	11.38	10.24
52	10.69	9.62
53	9.98	8.98
54	9.26	8.33

55	8.52	7.67
56	7.77	6.99
57	7.00	6.30
58	6.21	5.59
59	5.40	4.86

60	4.57	4.11
61	3.72	3.35
62	2.83	2.55
63	1.92	1.73
64	0.98	0.88

Table 26: Multipliers for loss of earnings to pension age 65 (females)

Age at date of death	Multiplier calculated with allowance for projected mortality from the 1998-based population projections and rate of return of	
	2.5%	Scheme Multiplier (After 10% discount)
16	28.04	25.24
17	27.74	24.97
18	27.42	24.68
19	27.10	24.39
<hr/>		
20	26.77	24.09
21	26.44	23.80
22	26.09	23.48
23	25.73	23.16
24	25.37	22.83
<hr/>		
25	25.00	22.50
26	24.62	22.16
27	24.22	21.80
28	23.82	21.44
29	23.41	21.07
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30	23.00	20.70
31	22.57	20.31
32	22.13	19.92
33	21.68	19.51
34	21.22	19.10
<hr/>		
35	20.74	18.67
36	20.26	18.23
37	19.77	17.79
38	19.26	17.33
39	18.74	16.87
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40	18.22	16.40
41	17.67	15.90
42	17.12	15.41
43	16.55	14.90
44	15.97	14.37
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45	15.38	13.84

46	14.77	13.29
47	14.15	12.74
48	13.52	12.17
49	12.87	11.58

50	12.20	10.98
51	11.52	10.37
52	10.83	9.75
53	10.11	9.10
54	9.39	8.45

55	8.64	7.78
56	7.88	7.09
57	7.09	6.38
58	6.29	5.66
59	5.47	4.92

60	4.62	4.16
61	3.75	3.38
62	2.86	2.57
63	1.93	1.74
64	0.98	0.88

Table 27: Multipliers for loss of earnings to pension age 70 (males)

Age at date of death	Multiplier calculated with allowance for projected mortality from the 1998-based population projections and rate of return of	
	2.5%	Scheme Multiplier (After 10 % discount)
16	28.96	26.06
17	28.68	25.81
18	28.40	25.56
19	28.12	25.31
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20	27.83	25.05
21	27.53	24.78
22	27.23	24.51
23	26.92	24.23
24	26.59	23.93
<hr/>		
25	26.27	23.64
26	25.93	23.34
27	25.58	23.02
28	25.23	22.71
29	24.87	22.38
<hr/>		
30	24.50	22.05
31	24.11	21.70
32	23.72	21.35
33	23.32	20.99
34	22.91	20.62
<hr/>		
35	22.49	20.25
36	22.05	19.85
37	21.61	19.45
38	21.15	19.04
39	20.69	18.63
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40	20.21	18.19
41	19.73	17.76
42	19.24	17.32
43	18.73	16.86
44	18.22	16.40
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45	17.70	15.93

46	17.16	15.44
47	16.61	14.95
48	16.04	14.44
49	15.46	13.91

50	14.87	13.38
51	14.26	12.83
52	13.64	12.28
53	13.02	11.72
54	12.38	11.14

55	11.73	10.56
56	11.06	9.95
57	10.39	9.35
58	9.71	8.74
59	9.02	8.12

60	8.31	7.48
61	7.58	6.82
62	6.84	6.16
63	6.08	5.47
64	5.30	4.77

65	4.49	4.04
66	3.66	3.29
67	2.80	2.52
68	1.90	1.71
69	0.97	0.87

Table 28: Multipliers for loss of earnings to pension age 70 (females)

Age at date of death	Multiplier calculated with allowance for projected mortality from the 1998-based populations and rate of return of	
	2.5%	Scheme Multiplier (After 10% discount)
16	29.31	26.38
17	29.03	26.13
18	28.75	25.88
19	28.46	25.61
20	28.17	25.35
21	27.87	25.08
22	27.56	24.80
23	27.24	24.52
24	26.91	24.22
25	26.58	23.92
26	26.23	23.61
27	25.88	23.29
28	25.52	22.97
29	25.16	22.64
30	24.78	22.30
31	24.40	21.96
32	24.00	21.60
33	23.60	21.24
34	23.19	20.87
35	22.76	20.48
36	22.33	20.10
37	21.89	19.70
38	21.44	19.30
39	20.98	18.88
40	20.50	18.45
41	20.02	18.02
42	19.52	17.57
43	19.02	17.12
44	18.50	16.65
45	17.97	16.17

46	17.43	15.69
47	16.88	15.19
48	16.32	14.69
49	15.74	14.17

50	15.15	13.64
51	14.55	13.10
52	13.93	12.54
53	13.31	11.98
54	12.66	11.39

55	12.01	10.81
56	11.34	10.21
57	10.66	9.59
58	9.96	8.96
59	9.25	8.33

60	8.52	7.67
61	7.77	6.99
62	7.00	6.30
63	6.22	5.60
64	5.41	4.87

65	4.57	4.11
66	3.72	3.35
67	2.83	2.55
68	1.92	1.73
69	0.98	0.88

Table 37: Discounting factors for term certain

Term (yrs)	Factor to discount value of multiplier for a period of deferment 2.5%
1	0.9756
2	0.9518
3	0.9286
4	0.9060
5	0.8839
6	0.8623
7	0.8413
8	0.8207
9	0.8007
10	0.7812
11	0.7621
12	0.7436
13	0.7254
14	0.7077
15	0.6905
16	0.6736
17	0.6572
18	0.6412
19	0.6255
20	0.6103
21	0.5954
22	0.5809
23	0.5667
24	0.5529
25	0.5394
26	0.5262
27	0.5134
28	0.5009
29	0.4887
30	0.4767
31	0.4651
32	0.4538
33	0.4427
34	0.4319
35	0.4214
36	0.4111

37	0.4011
38	0.3913
39	0.3817
40	0.3724

41	0.3633
42	0.3545
43	0.3458
44	0.3374
45	0.3292

46	0.3211
47	0.3133
48	0.3057
49	0.2982
50	0.2909

51	0.2838
52	0.2769
53	0.2702
54	0.2636
55	0.2572

56	0.2509
57	0.2448
58	0.2388
59	0.2330
60	0.2273

61	0.2217
62	0.2163
63	0.2111
64	0.2059
65	0.2009

66	0.1960
67	0.1912
68	0.1865
69	0.1820
70	0.1776

71	0.1732
72	0.1690
73	0.1649
74	0.1609
75	0.1569

76	0.1531
77	0.1494
78	0.1457

79	0.1422
80	0.1387

Table 38: Multipliers for pecuniary loss for term certain

Term	Multiplier for regular frequent payments for a term certain at rate of return of	
	2.5%	Scheme Multiplier (after 10% discount)
1	0.99	0.89
2	1.95	1.76
3	2.89	2.60
4	3.81	3.43
5	4.70	4.23
6	5.58	5.02
7	6.43	5.79
8	7.26	6.53
9	8.07	7.26
10	8.86	7.97
11	9.63	8.67
12	10.39	9.35
13	11.12	10.01
14	11.84	10.66
15	12.54	11.29
16	13.22	11.90
17	13.88	12.49
18	14.53	13.08
19	15.17	13.65
20	15.78	14.20
21	16.39	14.75
22	16.97	15.27
23	17.55	15.80
24	18.11	16.30
25	18.65	16.79
26	19.19	17.27
27	19.71	17.74
28	20.21	18.19
29	20.71	18.64
30	21.19	19.07
31	21.66	19.49
32	22.12	19.91
33	22.57	20.31
34	23.01	20.71
35	23.43	21.09
36	23.85	21.47

37	24.26	21.83
38	24.65	22.19
39	25.04	22.54
40	25.42	22.88
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41	25.78	23.20
42	26.14	23.53
43	26.49	23.84
44	26.83	24.15
45	27.17	24.45
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46	27.49	24.74
47	27.81	25.03
48	28.12	25.31
49	28.42	25.58
50	28.72	25.85
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51	29.00	26.10
52	29.28	26.35
53	29.56	26.60
54	29.82	26.84
55	30.08	27.07
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56	30.34	27.31
57	30.59	27.53
58	30.83	27.75
59	31.06	27.95
60	31.29	28.16
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61	31.52	28.37
62	31.74	28.57
63	31.95	28.76
64	32.16	28.94
65	32.36	29.12
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66	32.56	29.30
67	32.75	29.48
68	32.94	29.65
69	33.13	29.82
70	33.31	29.98
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71	33.48	30.13
72	33.65	30.29
73	33.82	30.44
74	33.98	30.58
75	34.14	30.73
<hr/>		
76	34.30	30.87
77	34.45	31.01
78	34.60	31.14

79	34.74	31.27
80	34.88	31.39

FOURTH SCHEDULE

The Tables For Pension Loss

Table 29: Multipliers for loss of pension commencing age 55 (males)

Age at date of death	Multiplier calculated with allowance for projected mortality from the 1998-based population projections and rate of return of		
	2.5%	10% discount	Scheme Multiplier
45	14.26	12.83	discounted by 66.6% = 4.27
46	14.63	13.17	discounted by 66.6% = 4.39
47	15.00	13.50	discounted by 66.6% = 4.50
48	15.38	13.84	discounted by 66.6% = 4.61
49	15.77	14.19	discounted by 66.6% = 4.73
50	16.17	14.55	discounted by 50% = 7.28
51	16.59	14.93	discounted by 50% = 7.47
52	17.02	15.32	discounted by 50% = 7.66
53	17.47	15.73	discounted by 50% = 7.87
54	17.95	16.16	discounted by 50% = 8.08
55	18.44	16.60	discounted by 33.3% = 11.07

Table 30: Multipliers for of pension commencing age 55 (females)

Age at date of death	Multiplier calculated with allowance for projected mortality from the 1998-based population projections and rate of return of		
	2.5%	10% discount	Scheme Multiplier
45	15.70	14.13	Discounted by 66.6% = 4.71
46	16.10	14.49	Discounted by 66.6% = 4.83
47	16.50	14.85	Discounted by 66.6% = 4.95
48	16.92	15.23	Discounted by 66.6% = 5.08
49	17.36	15.62	Discounted by 66.6% = 5.21
50	17.80	16.02	Discounted by 50% = 8.01
51	18.27	16.44	Discounted by 50% = 8.22
52	18.75	16.88	Discounted by 50% = 8.44
53	19.24	17.32	Discounted by 50% = 8.66
54	19.76	17.78	Discounted by 50% = 8.89
55	20.29	18.26	Discounted by 33.3% = 12.17

Table 31: Multipliers for of pension commencing age 60 (males)

Age at date of death	Multiplier calculated with allowance for projected mortality from the 1998-based population projections and rate of return of		
	2.5%	10% discount	Scheme Multiplier
45	10.76	9.68	discounted by 66.6% = 3.23
46	11.03	9.93	Discounted by 66.6% = 3.31
47	11.30	10.17	Discounted by 66.6% = 3.39
48	11.58	10.42	Discounted by 66.6% = 3.47
49	11.87	10.68	Discounted by 66.6% = 3.56
50	12.16	10.94	Discounted by 50% = 5.47
51	12.47	11.22	Discounted by 50% = 5.61
52	12.79	11.51	Discounted by 50% = 5.76
53	13.11	11.80	Discounted by 50% = 5.90
54	13.46	12.11	Discounted by 50% = 6.06
55	13.82	12.44	Discounted by 33.3% = 8.29
56	14.20	12.78	Discounted by 33.3% = 8.52
57	14.60	13.14	Discounted by 33.3% = 8.76
58	15.03	13.53	Discounted by 33.3% = 9.02
59	15.50	13.95	Discounted by 33.3% = 9.30
60	16.00	14.40	No further discount = 14.40

Table 32: Multipliers for of pension commencing age 60 (females)

Age at date of death	Multiplier calculated with allowance for projected mortality from the 1998-based population projections and rate of return of		
	2.5%	10% discount	Scheme Multiplier
45	12.15	10.94	Discounted by 66.6%= 3.65
46	12.45	11.21	Discounted by 66.6%= 3.74
47	12.76	11.48	Discounted by 66.6%= 3.83
48	13.08	11.77	Discounted by 66.6%= 3.92
49	13.41	12.07	Discounted by 66.6%= 4.02
50	13.75	12.38	Discounted by 50%= 6.19
51	14.11	12.70	Discounted by 50%= 6.35
52	14.47	13.02	Discounted by 50%= 6.51
53	14.85	13.37	Discounted by 50%= 6.69
54	15.24	13.72	Discounted by 50%= 6.86
55	15.64	14.08	Discounted by 33.3%= 9.39
56	16.07	14.46	Discounted by 33.3%=9.64
57	16.51	14.86	Discounted by 33.3%=9.91
58	16.97	15.27	Discounted by 33.3%=10.18
59	17.46	15.71	Discounted by 33.3%= 10.47
60	17.98	16.18	No further discount

Table 33: Multipliers for of pension commencing age 65 (males)

Age at date of death	Multiplier calculated with allowance for projected mortality from the 1998-based population projections and rate of return of		
	2.5%	10% discount	Scheme Multiplier
45	7.78	7.00	Discounted by 66.6%= 2.33
46	7.97	7.17	Discounted by 66.6%= 2.39
47	8.16	7.34	Discounted by 66.6%= 2.45
48	8.36	7.52	Discounted by 66.6%= 2.50
49	8.56	7.70	Discounted by 66.6%= 2.57
50	8.77	7.89	Discounted by 50%= 3.95
51	8.98	8.08	Discounted by 50%= 4.04
52	9.20	8.28	Discounted by 50%= 4.14
53	9.43	8.49	Discounted by 50%= 4.25
54	9.67	8.70	Discounted by 50%= 4.35
55	9.92	8.93	Discounted by 33.3%= 5.95
56	10.18	9.16	Discounted by 33.3%= 6.10
57	10.46	9.41	Discounted by 33.3%= 6.27
58	10.76	9.68	Discounted by 33.3%= 6.45
59	11.08	9.97	Discounted by 33.3%= 6.65
60	11.43	10.29	No further discount = 10.29
61	11.80	10.62	No further discount = 10.62
62	12.19	10.97	No further discount = 10.97
63	12.60	11.34	No further discount = 11.34
64	13.04	11.74	No further discount = 11.74
65	13.51	12.16	No further discount = 12.16

Table 34: Multipliers for of pension commencing age 65 (females)

Age at date of death	Multiplier calculated with allowance for projected mortality from the 1998-based population projections and rate of return to		
	2.5%	10% discount	Scheme Multiplier
45	9.09	8.18	Discounted by 66.6%= 2.73
46	9.31	8.38	Discounted by 66.6%= 2.79
47	9.54	8.59	Discounted by 66.6%= 2.86
48	9.78	8.80	Discounted by 66.6%= 2.93
49	10.02	9.02	Discounted by 66.6%= 3.00
50	10.27	9.24	Discounted by 50%= 4.62
51	10.53	9.48	Discounted by 50%= 4.74
52	10.80	9.72	Discounted by 50%= 4.86
53	11.07	9.96	Discounted by 50%= 4.98
54	11.36	10.22	Discounted by 50%= 5.11
55	11.65	10.49	Discounted by 33.3%= 6.99
56	11.96	10.76	Discounted by 33.3%= 7.17
57	12.28	11.05	Discounted by 33.3%= 7.37
58	12.62	11.36	Discounted by 33.3%= 7.57
59	12.98	11.68	Discounted by 33.3%= 7.79
60	13.35	12.02	No further discount = 12.02
61	13.75	12.38	No further discount = 12.38
62	14.16	12.74	No further discount = 12.74
63	14.59	13.13	No further discount = 13.13
64	15.03	13.53	No further discount = 13.53
65	15.48	13.93	No further discount = 13.93

Table 35: Multipliers for of pension commencing age 70 (males)

Age at date of death	Multiplier calculated with allowance for projected mortality from the 1998-based population projections and rate of return of		
	2.5%	10% discount	Scheme Multiplier
45	5.31	4.78	Discounted by 66.6% = 1.59
46	5.44	4.90	Discounted by 66.6% = 1.63
47	5.56	5.00	Discounted by 66.6% = 1.67
48	5.70	5.13	Discounted by 66.6% = 1.71
49	5.83	5.25	Discounted by 66.6% = 1.75
50	5.97	5.37	Discounted by 50% = 2.69
51	6.10	5.49	Discounted by 50% = 2.75
52	6.25	5.63	Discounted by 50% = 2.82
53	6.40	5.76	Discounted by 50% = 2.88
54	6.55	5.90	Discounted by 50% = 2.95
55	6.71	6.04	Discounted by 33.3% = 4.03
56	6.88	6.19	Discounted by 33.3% = 4.13
57	7.06	6.35	Discounted by 33.3% = 4.23
58	7.26	6.53	Discounted by 33.3% = 4.35
59	7.47	6.72	Discounted by 33.3% = 4.48
60	7.69	6.92	No further discount = 6.92
61	7.93	7.14	No further discount = 7.14
62	8.18	7.36	No further discount = 7.36
63	8.45	7.61	No further discount = 7.61
64	8.73	7.86	No further discount = 7.86
65	9.02	8.12	No further discount = 8.12
66	9.33	8.40	No further discount = 8.40
67	9.67	8.70	No further discount = 8.70
68	10.02	9.02	No further discount = 9.02
69	10.41	9.37	No further discount = 9.37
70	10.86	9.77	No further discount = 9.77

Table 36: Multipliers for of pension commencing age 70 (females)

Age at date of death	Multiplier calculated with allowance for projected mortality from the 1998-based population projections and rate of return of		
	2.5%	Discounted by 10%	Scheme Multiplier
45	6.50	5.85	Discounted by 66.6%= 1.95
46	6.66	5.99	Discounted by 66.6%= 2.00
47	6.82	6.14	Discounted by 66.6%= 2.05
48	6.98	6.28	Discounted by 66.6%= 2.09
49	7.15	6.44	Discounted by 66.6%= 2.15
50	7.33	6.60	Discounted by 50%= 3.30
51	7.51	6.76	Discounted by 50%= 3.38
52	7.69	6.92	Discounted by 50%= 3.46
53	7.88	7.09	Discounted by 50%= 3.55
54	8.08	7.27	Discounted by 50%= 3.64
55	8.28	7.45	Discounted by 33.3%= 4.97
56	8.50	7.65	Discounted by 33.3%= 5.1
57	8.72	7.85	Discounted by 33.3%= 5.23
58	8.95	8.06	Discounted by 33.3%= 5.37
59	9.20	8.28	Discounted by 33.3%= 5.52
60	9.46	8.51	No further discount = 8.51
61	9.73	8.76	No further discount = 8.76
62	10.01	9.01	No further discount = 9.01
63	10.31	9.28	No further discount = 9.28
64	10.60	9.54	No further discount = 9.54
65	10.90	9.81	No further discount = 9.81
66	11.21	10.09	No further discount = 10.09
67	11.54	10.39	No further discount = 10.39
68	11.88	10.69	No further discount = 10.69
69	12.25	11.03	No further discount = 11.03
70	12.66	11.39	No further discount = 11.39

Table 37: Discounting factors for term certain

Term (yrs)	Factor to discount value of multiplier for a period of deferment 2.5%
1	0.9756
2	0.9518
3	0.9286
4	0.9060
5	0.8839
6	0.8623
7	0.8413
8	0.8207
9	0.8007
10	0.7812
11	0.7621
12	0.7436
13	0.7254
14	0.7077
15	0.6905
16	0.6736
17	0.6572
18	0.6412
19	0.6255
20	0.6103
21	0.5954
22	0.5809
23	0.5667
24	0.5529
25	0.5394
26	0.5262
27	0.5134
28	0.5009
29	0.4887
30	0.4767
31	0.4651
32	0.4538
33	0.4427
34	0.4319
35	0.4214
36	0.4111

37	0.4011
38	0.3913
39	0.3817
40	0.3724

41	0.3633
42	0.3545
43	0.3458
44	0.3374
45	0.3292

46	0.3211
47	0.3133
48	0.3057
49	0.2982
50	0.2909

51	0.2838
52	0.2769
53	0.2702
54	0.2636
55	0.2572

56	0.2509
57	0.2448
58	0.2388
59	0.2330
60	0.2273

61	0.2217
62	0.2163
63	0.2111
64	0.2059
65	0.2009

66	0.1960
67	0.1912
68	0.1865
69	0.1820
70	0.1776

71	0.1732
72	0.1690
73	0.1649
74	0.1609
75	0.1569

76	0.1531
77	0.1494
78	0.1457

79	0.1422
80	0.1387

Table 38: Multipliers for pecuniary loss for term certain

Term	Multiplier for regular frequent payments for a term certain at rate of return of 2.5%	Scheme Multiplier (after 10% discount)
1	0.99	0.89
2	1.95	1.76
3	2.89	2.60
4	3.81	3.43
5	4.70	4.23
6	5.58	5.02
7	6.43	5.79
8	7.26	6.53
9	8.07	7.26
10	8.86	7.97
11	9.63	8.67
12	10.39	9.35
13	11.12	10.01
14	11.84	10.66
15	12.54	11.29
16	13.22	11.90
17	13.88	12.49
18	14.53	13.08
19	15.17	13.65
20	15.78	14.20
21	16.39	14.75
22	16.97	15.27
23	17.55	15.80
24	18.11	16.30
25	18.65	16.79
26	19.19	17.27
27	19.71	17.74
28	20.21	18.19
29	20.71	18.64
30	21.19	19.07
31	21.66	19.49
32	22.12	19.91
33	22.57	20.31
34	23.01	20.71
35	23.43	21.09
36	23.85	21.47

37	24.26	21.83
38	24.65	22.19
39	25.04	22.54
40	25.42	22.88

41	25.78	23.20
42	26.14	23.53
43	26.49	23.84
44	26.83	24.15
45	27.17	24.45

46	27.49	24.74
47	27.81	25.03
48	28.12	25.31
49	28.42	25.58
50	28.72	25.85

51	29.00	26.10
52	29.28	26.35
53	29.56	26.60
54	29.82	26.84
55	30.08	27.07

56	30.34	27.31
57	30.59	27.53
58	30.83	27.75
59	31.06	27.95
60	31.29	28.16

61	31.52	28.37
62	31.74	28.57
63	31.95	28.76
64	32.16	28.94
65	32.36	29.12

66	32.56	29.30
67	32.75	29.48
68	32.94	29.65
69	33.13	29.82
70	33.31	29.98

71	33.48	30.13
72	33.65	30.29
73	33.82	30.44
74	33.98	30.58
75	34.14	30.73

76	34.30	30.87
77	34.45	31.01
78	34.60	31.14

79	34.74	31.27
80	34.88	31.39

FIFTH SCHEDULE

THIS DECLARATION OF TRUST is made on this 22 day of May 2012~~0~~ by:

Sir Robert Owen of Royal Courts of Justice Strand London WC2A 2LL David Joad of 7 Heathfield Drive Earlswood Surrey RH1 5HL David Stevens of Springfield Lawn The Park Cheltenham GL50 2SD Angela Westoby of Haemophilia Unit Bexley Wing St James Hospital Leeds LS9 7TF ~~John Melville Williams of 9 Nanhurst Park Elmbridge Road Cranleigh Surrey GU6 8JX~~ Elaine Motion of Balfour and Manson 54-56 Frederick Street Edinburgh EH2 1LS ~~and~~ Roger Tomkins of South Quays Horning Reach Horning Norwich Norfolk NR12 8JR and Richard Anthony Vallance of The Old Bell Langley Upper Green Saffron Walden Essex CB11 4RU(together called “**the New Trustees**”)

WHEREAS

- (A) The Secretary of State for Health on behalf of Her Majesty's Government wishes to provide funds by way of compensation in respect of persons who suffered or are suffering from the disease known as variant Creutzfeldt-Jakob disease (“**vCJD**”) to be held and applied in accordance with the trusts set out below
- (B) The Secretary of State wishes to provide such funds in a manner which does not prohibit such persons or their families from taking legal proceedings against the Crown and/or related bodies if so advised but wishes to ensure so far as possible that in the event of such proceedings being brought the sums paid under this Deed in its various forms of amendment and the vCJD First Interim Trust and the vCJD Second Interim Trust are taken into account in the computation of damages to be claimed in any such proceedings
- (C) For the purpose of making such provision as aforesaid the Secretary of State paid the sums of £12million and £3million to the trustees of the original

settlement dated 15 March 2002 (“The Original Trustees”) to be held on the trusts set out below

- (D) For the purpose of making such provision as aforesaid the Secretary of State may assign deliver or transfer to the New Trustees or the trustee or trustees from time to time further property to be held upon the trusts set out below or any part or parts of them but it is not intended that anyone other than the Secretary of State or the trustees of the vCJD Second Interim Trust shall assign deliver or transfer any property to the trustees

NOW THIS DEED WITNESSES as follows:

1 DEFINITIONS

- 1.1 In this Deed and save insofar as the context otherwise requires the following expressions shall have the following meanings respectively:
- 1.2 “**BSE**” means the disease or condition currently known as Bovine Spongiform Encephalopathy
- 1.3 “**CJD**” means the disease or condition currently known as Creutzfeldt Jakob disease
- 1.4 “**vCJD**” means the disease or condition currently known as variant Creutzfeldt Jakob disease
- 1.5 “**CJD surveillance unit**” means the national independent research unit for monitoring and surveillance of CJD within the UK funded by the Department of Health and the Scottish Executive at the University of Edinburgh Department of clinical neuro-sciences or such other organisation or organisations carrying out the same or similar functions as the Trustees may (with the written consent of the Secretary of State) from time to time nominate
- 1.6 “**the Trustees**” means the New Trustees or other the trustees or trustee for the time being of this Deed
- 1.7 “**the First Chairman**” means the said Sir Robert Owen

- 1.8 **“the Chairman”** means the First Chairman and Trustees who from time to time replace him
- 1.9 **“the Secretary of State”** means the person who from time to time shall be the Secretary of State for Health in Her Majesty’s Government or if there shall be no such person such representative of Her Majesty’s Government as is substantially responsible for performing the duties now performed by the said Secretary of State
- 1.10 **“the Main Fund”** means the said sum of £12 million all property at any time added thereto by way of further settlement accumulation of income capital accretion or otherwise and all property from time to time representing the premises respectively
- 1.11 **“the Discretionary Fund”** means the said sum of £3 million all property at any time added thereto by way of further settlement accumulation of income capital accretion or otherwise and all property from time to time representing the premises respectively
- 1.12 **“a New Victim ”** means a person (whether alive or dead) whose Date of Initial Diagnosis is on or after 31 March 2010:
- 1.12.1 in respect of whom the CJD Surveillance Unit has either (i) stated in writing that he is or was on the balance of probabilities a New Victim of vCJD or (ii) following his death and any post mortem examination has confirmed in writing that he was on the balance of probabilities suffering from vCJD prior to his death and
- 1.12.2 in respect of whom the Trustees are satisfied on the balance of probabilities that he contracted vCJD as a result of (i) exposure to bovine product(s) purchased in the United Kingdom which came from cattle reared and slaughtered in the United Kingdom or (ii) otherwise as a result of exposure in the United Kingdom to BSE or vCJD and for the purposes of this Deed the Trustees shall be entitled but not bound to accept as sufficient evidence that the putative New Victim contracted vCJD in such circumstances either (i) documentary evidence that the putative New Victim was present in the

United Kingdom for periods amounting in aggregate to not less than 5 years between 1982 and 1996 or (ii) a written statement signed on behalf of the Secretary of State to the effect that the Secretary of State is satisfied that the putative New Victim is to be treated as having contracted vCJD as a result of such exposure and

1.12.3 who either (i) is listed in the First Schedule hereto or (ii) is the subject of an agreement in writing between the Trustees (in accordance with the power given to them in that regard in clause 14) and the Secretary of State and made within the Perpetuity Period that he should be treated as if he were included in the list in the First Schedule

1.13 **“a Confirmed New Victim”** means a New Victim whom the CJD Surveillance Unit following his death and any post mortem examination has confirmed in writing was on the balance of probabilities suffering from vCJD prior to his death

1.14 **“a Qualifier”** means any person who in respect of a New Victim is or was at or after the Relevant Time in respect of that New Victim:

1.14.1 a spouse or Partner of the New Victim or

1.14.2 an ancestor or descendant of the New Victim or

1.14.3 a person who the Trustees are reasonably satisfied on the balance of probabilities is or was treated by the New Victim as his child or

1.14.4 a person who the Trustees are reasonably satisfied on the balance of probabilities is or was treated by the New Victim as his parent or

1.14.5 a person who is or was a brother sister uncle or aunt of the New Victim or the issue of such a person and/or

1.14.6 a Dependant of the New Victim

and **“Qualifiers”** shall be construed accordingly and in deducing any relationship (i) any relationship by affinity shall be treated as a relationship by consanguinity (ii) any relationship of the half blood shall be treated as a

relationship of the whole blood (iii) the stepchild of any person shall be treated as his child (iv) an adopted child of any person shall be treated as his child and (v) an illegitimate person shall be treated as the legitimate child of his mother and reputed father

1.14.1A “**a Non-Qualifying Carer**” means any person who in respect of a New Victim is not a Qualifier but who has after the Relevant Time in respect of that New Victim been significantly involved in caring for that New Victim by reason of love and affection”

1.15 “**Date of Initial Diagnosis**” means in respect of any individual New Victim such date as the Trustees in their discretion reasonably decide that the New Victim was first reasonably suspected as suffering from vCJD

1.16 “**Relevant Time**” means in respect of any individual New Victim whichever is the earlier of

1.16.1 the date arising 2 years before the date of the New Victim’s death and

1.16.2 the date arising 6 months before the Date of Initial Diagnosis in respect of the New Victim

1.17 “**a New Victim’s Group**” means a New Victim and all persons who are Qualifiers in respect of that New Victim

1.18 “**a Beneficiary**” means any person who is either a New Victim or a Qualifier and “**the Beneficiaries**” means every such person

1.19 “**a Partner**” means in respect of a New Victim any person who the Trustees in their discretion decide (i) is or was living in the same household as the New Victim at or after the Relevant Time in respect of that New Victim and (ii) has or had been living with the New Victim for a period of at least 2 years and (iii) was living during the whole of that period as the husband or wife of or as the partner in a hetero or homosexual union with the New Victim

1.20 “**a Dependant**” means in respect of a New Victim any person who the Trustees in their discretion decide was at or after the Relevant Time in respect

of that New Victim being maintained either wholly or partly by the New Victim and the Trustees shall only treat a person as being so maintained if they decide that the New Victim otherwise than for full valuable consideration was making a substantial contribution in money or money's worth towards the reasonable needs of that person

- 1.21 **“the Perpetuity Period”** means the period of 80 years commencing on the date of this Deed
- 1.22 **“the Accumulation Period”** means the period of 21 years commencing on the date of this Deed
- 1.23 **“the vCJD First Interim Trust”** means a declaration of trust created by a trust deed dated 10 April 2001 and made by Stephen John Irwin QC and Justin Francis Quintus Fenwick QC
- 1.24 **“the vCJD Second Interim Trust”** means the trust created by a trust deed dated 11 December 2001 and made by the said Sir Robert Owen the said Stephen John Irwin QC and the said Justin Francis Quintus Fenwick QC
- 1.25 **“the New Victim’s Interim Payments”** means in respect of any New Victim the aggregate of such sums as may have been paid by the trustees of the vCJD First Interim Trust and/or the vCJD Second Interim Trust to or for the benefit of the New Victim or any other member of the New Victim’s Group excluding the Carers’ Interim Payments (if any) and the Dependants’ Interim Payments (if any)
- 1.26 **“the Carers’ Interim Payments”** means in respect of any New Victim the aggregate of such sums as may have been paid by the vCJD First Interim Trust and/or the vCJD Second Interim Trust to or for the benefit of those who have provided care for the New Victim
- 1.27 **“the Dependants’ Interim Payments”** means in respect of any New Victim the aggregate of such sums as may have been paid out of the vCJD First Interim Trust and/or the Second vCJD Interim Trust to or for the benefit of any one or more of the Dependants of the New Victim

1.28 “**Dependency Sum**” means in respect of any New Victim who dies leaving Dependants the sum calculated in respect of that New Victim’s Dependants in accordance with the Second Schedule hereto

1.29 “**a Basic Sum**” means:

1.29.1 in respect of a New Victim whose Date of Initial Diagnosis was before 26th October 2000 the sum of £75,000 or such higher sum as may from time to time be agreed in writing between the Secretary of State and the Trustees in respect of any such New Victim or New Victims less the aggregate of the New Victim’s Interim Payments in respect of that New Victim

1.29.2 in respect of a New Victim whose Date of Initial Diagnosis is on or after 26th October 2000 the sum of £70,000 or such higher sum as may from time to time be agreed in writing between the Secretary of State and the Trustees in respect of any such New Victim or New Victims less the aggregate of the New Victim’s Interim Payments in respect of that New Victim

1.29.3 in respect of a New Victim whose date of initial diagnosis was on or after 31 March 2012 the sum of £122,400, and from 31 March 2013 (and annually thereafter) such higher sum representing a 2% annual increase on the £122,400 (or on whatever is the most recent previous higher sum so that the 2% increase is on the cumulative amount), or such other rate of increase as the Trustees shall agree without requiring the prior consent from the Secretary of State, (but any annual increase shall not apply retrospectively).

1.30 “**Clause 14A Agreement**” means an agreement made pursuant to the provisions of Clause 14A below

1.31 “**the Overriding Proviso**” means a proviso that prior to any payment becoming due or being made under the trusts or powers of this Deed to or for the benefit of any person that such Clause 14A Agreement or Agreements have been entered into in respect of such person as the Trustees from time to time require

- 1.32 “**Care Package**” means the package of measures for the care of those suffering from vCJD announced by the Secretary of State for Health in October 2000
- 1.33 “**authorised intervenor**” means someone authorised to intervene in property or financial affairs of an adult who is incapable in relation to a decision relating to his property or financial affairs under the Adults with Incapacity (Scotland) Act 2000
- 1.34 “**financial guardian**” means a guardian with powers relating to the property or financial affairs of an adult who is incapable in relation to decisions relating to his property under the Adults with Incapacity (Scotland) Act 2000
- 1.35 References to clauses and schedules shall be to clauses and schedules of this Deed unless the context otherwise requires
- 1.36 References to the masculine shall be deemed to include the feminine and vice versa

2 GENERAL TRUSTS

- 2.1 The Trustees shall hold the Main Fund the Discretionary Fund and their incomes upon trust in accordance with the provisions of this Deed and the requirements of law and so that any costs charges liabilities and expenses shall (without prejudice to the Trustees' rights of indemnity and lien) be paid or satisfied primarily out of the Main Fund or its income in priority to the Discretionary Fund or its income

3 BASIC SUMS

- 3.1 Subject to the Overriding Proviso the Trustees shall raise and pay or apply out of the Main Fund or its income in respect of each New Victim's Group as follows:
- 3.1.1 During the period (if any) of the life of the New Victim such sum or sums of money (if any) not exceeding in aggregate the amount of the Basic Sum in respect of that New Victim as the Trustees may consider fit to or for the

benefit of the New Victim and so that such payment or application shall be made as the Trustees shall think fit in any one or more of the following ways:-

- (a) payment to the New Victim
- (b) payment to the New Victim's receiver curator tutor judicial factor authorised intervenor or financial guardian appointed or authorised by the Court of Protection Court of Session the Sheriff Court or accountant of court
- (c) payment to the New Victim's attorney under an Enduring Power of Attorney registered at the Court of Protection or under a Continuing Power of Attorney registered with the Public Guardian
- (d) payment to the Court of Protection or authorised intervenor to the account of the New Victim's estate
- (e) payment to the trustees of any trust of which the New Victim or any member of the New Victim's Group is a beneficiary and to which the Court of Protection or authorised intervenor has directed or ordered that it would be appropriate for any such payment to be made
- (f) otherwise howsoever as the Trustees shall think fit

3.1.2 After the death of the New Victim upon the New Victim becoming a Confirmed New Victim and provided that he shall become a Confirmed New Victim within 5 years after his death and more than a year before the expiration of the Perpetuity Period a sum equal to the difference between:

- (a) the Basic Sum in respect of the New Victim and
- (b) the aggregate of the sums paid or applied in respect of the New Victim's Group pursuant to clause 3.1.1

to or for the benefit of all or any one or more person or persons amongst the following and (if more than one) in such share or shares as the Trustees shall think fit:

- (c) the personal representatives of the New Victim to be held as an asset of the New Victim's estate
- (d) any person or persons who are Qualifiers in respect of the New Victim
- (e) any one or more of the persons who are (or would have been if the New Victim's estate had been sufficiently valuable) beneficially entitled to any part of the New Victim's estate under his will or intestacy under the law of England and Wales or under the law of such other jurisdiction as may govern the succession to the New Victim's estate or any part of it
- (f) any one or more of the persons who would have been beneficially entitled to any part of the New Victim's estate under the English law of intestacy had it been sufficiently valuable and had the New Victim died intestate domiciled in England
- (g) any person or persons who the Trustees in their discretion consider to have made a substantial contribution to the care and well-being of the New Victim

Provided that in exercising their discretion under this clause (and without limiting such other facts or matters as they may consider or take into account) the Trustees may but shall not be obliged to ascertain or consider or take into account the wishes of any members of the New Victim's Group

4 EXPERIENCE OF VCJD FOR THE FAMILY OF THE NEW VICTIM

- 4.1 Subject to the Overriding Proviso the Trustees shall in respect of each New Victim raise out of the Main Fund or its income a single sum of £40,000 and

pay the same to all or such one or more of the Qualifiers in respect of each New Victim and (if more than one) in such shares or shares as the Trustees shall think fit PROVIDED THAT the Trustees shall deduct from such sum the Carers' Interim Payments (if any) in respect of that New Victim

- 4.2 Subject to the Overriding Proviso if the Trustees shall consider that any one or more Qualifiers in respect of a New Victim and/or any one or more Non-Qualifying Carers in respect of that New Victim is or was significantly involved in the care of the New Victim during a period in which he is suffering or suffered from vCJD then the Trustees shall in respect of each such New Victim (and in addition to any sum which may be paid pursuant to clause 4.1) raise out of the Main Fund or its income a single sum of £5,000 and pay the same to all or such one or more of the Qualifiers and/or Non-Qualifying Carers in respect of the New Victim as they consider were significantly involved as aforesaid and (if more than one) in such shares or shares as the Trustees shall think fit PROVIDED THAT the Trustees shall deduct from such sum any part of the Carer's Interim Payments (if any) in respect of that New Victim which has not been taken into account in calculating the payment to be made under clause 4.1

5 COSTS INCURRED AS A DIRECT RESULT OF A NEW VICTIM SUFFERING FROM VCJD

- 5.1 Subject to the Overriding Proviso the Trustees shall raise and pay or apply out of the Main Fund or its income such sum or sums (if any) as they are reasonably satisfied on the basis of documentary evidence or otherwise have been reasonably incurred by the New Victim's personal representatives and/or one or more Qualifiers as a direct result of a New Victim suffering or having suffered from vCJD in respect of the New Victim's funeral expenses and the sum or sums so raised shall be paid or applied by the Trustees to or for the benefit of such of the Qualifiers or personal representatives who have incurred the expenses as the Trustees shall think fit having regard (in cases where more than one person has incurred such expenses) to the relative amounts of the expenses incurred

- 5.2 Subject to the Overriding Proviso the Trustees may raise and pay or apply out of the Main Fund or its income such sum or sums (if any and not exceeding £10,000 (or such higher sum as the Trustees may in their discretion from time to time determine as the appropriate maximum figure to be applied in the absence of exceptional circumstances) in respect of any New Victim save where the Trustees consider that there are exceptional circumstances which justify the expenditure incurred) as the Trustees may in their discretion think fit to the New Victim and/or his Qualifiers in respect of the whole or any part of any expenditure incurred by the New Victim or by his Qualifiers on real or personal property or on its repair alteration or improvement which the Trustees are reasonably satisfied was incurred as a direct result of the New Victim having suffered from vCJD and for the purpose of mitigating the effect of vCJD on the New Victim's life
- 5.3 Subject to the Overriding Proviso where the Trustees are reasonably satisfied on the basis of documentary evidence or otherwise that care has been provided for a New Victim as a direct result of a New Victim having suffered from vCJD at a time or times prior to the earlier of (i) 31st March 2001 and (ii) the implementation of a Care Package in respect of that New Victim and that such care has either:
- 5.3.1 been purchased by the New Victim or by a Qualifier or Qualifiers in respect of the New Victim or
- 5.3.2 been provided gratuitously by a Qualifier or Qualifiers or by a Non-Qualifying Carer in respect of the New Victim

the Trustees may (but shall not be obliged to) raise and pay or apply out of the Discretionary Fund or its income such sum or sums (if any) as the Trustees may in their discretion think fit to or towards all or any one or more of the following:

- (a) The cost of purchasing such care
- (b) In a case where such care was provided gratuitously a sum equal to 75% of the reasonable value of such care calculated

at such rates per hour as the Trustees consider to be reasonable in all the circumstances

- (c) The reasonable costs of travel and other travelling expenses including hotel accommodation incurred solely or predominantly for the purpose of providing such care
- (d) Any other expenditure incurred solely or predominantly for the purpose of caring for or alleviating the suffering of the New Victim as the Trustees may consider to be reasonable PROVIDED THAT the totality paid in respect of such other expenditure shall not except in exceptional circumstances exceed £2,500 or such higher sums as the Trustees may in their discretion from time to time determine as the appropriate maximum figure to be applied in the absence of exceptional circumstances

and the sum or sums so raised shall be paid or applied by the Trustees to or for the benefit of the New Victim and/or his Qualifiers and/or Non-Qualifying Carers as the Trustees shall think fit

- 5.4 Subject to the Overriding Proviso, where the Trustees are satisfied on the basis of documentary evidence or otherwise that care has been provided for a New Victim as a direct result of the New Victim having suffered from vCJD and that such care has either:

- 5.4.1 been purchased by the New Victim or by a Qualifier or Qualifiers in respect of the New Victim (such care does not include the costs of care ancillary to medical treatment) or
- 5.4.2 been provided gratuitously by a Qualifier or Qualifiers or by a Non-Qualifying Carer in respect of the New Victim after 31st March 2001

where such care has been purchased or provided outside England Northern Ireland Scotland and Wales and where in the Trustees' opinion the New Victim was ordinarily resident outside England Northern Ireland Scotland and Wales at the time of and/or since the date of Initial Diagnosis, the Trustees may (but shall not be obliged to) raise and pay or apply out of the Discretionary Fund or its income such sum or sums (if any) as the Trustees may in their discretion think fit, provided that the totality paid in respect of clauses 5.4.1 and 5.4.2 shall not exceed £10,000 per New Victim's group. The Trustees may in their discretion from time to time determine an alternative maximum figure to be applied where there are exceptional circumstances

6 FUTURE LOSSES TO DEPENDANTS

6.1 Subject to the Overriding Proviso where the Trustees are reasonably satisfied on the basis of such documentary evidence or other material as they may in their discretion require that a Confirmed New Victim has died leaving any one or more Dependants the Trustees shall in respect of each such New Victim:

6.1.1 assess the Dependency Sum in respect of that New Victim as defined and specified in the Second Schedule hereto

6.1.2 raise and pay or apply out of the Main Fund or its income (subject to the proviso set out below) an amount equal to the balance of such Dependency Sum after deduction of the Dependants' Interim Payments in respect of that New Victim (if any)

6.1.3 pay or apply such balance of the Dependency Sum (subject to the said proviso) to or for the benefit of such Dependants in respect of the New Victim as the Trustees shall think fit having regard to:

- (a) The principles which would be applied by a court on a division between dependants within the meaning of and pursuant to the Fatal Accidents Act 1976
- (b) The basis on which the sums have been assessed by them
- (c) The relative dependencies and needs of the potential recipients

- (d) Such other facts or matters as the Trustees may consider relevant

PROVIDED ALWAYS THAT the Trustees shall have a discretion not to distribute more than an aggregate amount of £1 million in respect of any one New Victim's Group pursuant to the provisions of this clause 6.1 save insofar as and to the extent that they consider that they can do so without undue risk of their being unable to pay or provide in full out of the Main Fund and its income in its then condition for all other payments due or liabilities (including liabilities as to then past present and future costs and expenses but excluding future payments under this clause in respect of other New Victim's Groups which if made would cause the distributions under this clause in respect of any such New Victim's Group concerned to exceed (or further to exceed) £1 million) payable out of the Main Fund and its income in its then condition and having regard to the then number and nature of the persons then within the New Victim's Groups within the meaning of this Deed and so that where the Trustees limit the distributions to the members of any New Victim's Group in accordance with this proviso the permanent or temporary shortfall in respect of each New Victim's Group shall be apportioned between the Dependents concerned as the Trustees shall consider fit

- 6.2 Where the Trustees are satisfied that the amounts payable under clause 6.1 are very significantly less than the amounts which would be likely to be payable if the assessments required under that clause and Schedule 2 were based on the future earnings potential of the New Victim and that potential can be assessed by the Trustees with reasonable confidence (as with a professional person in the early stages of their career) and the Trustees are satisfied that the Qualifiers in respect of the New Victim will suffer particular hardship if no additional payment is made then (subject to the Overriding Proviso) the Trustees may (but shall not be obliged to) raise out of the Discretionary Fund or its income such sums (if any) as they may consider fit and pay or apply such sums to or for the benefit of such Qualifiers in respect of the New Victim as the Trustees shall think fit

- 6.3 Where the Trustees are satisfied that the dependency of any Qualifier who is or was a child of the New Victim or is or was treated by the New Victim as his or her child or as a child of the family would have continued beyond that Qualifier's 21st birthday (for example, because of the Dependant's disability) then (subject to the Overriding Proviso) the Trustees may (but shall not be obliged to) raise out of the Discretionary Fund or its income and pay or apply such sums to or for the benefit of such a Qualifier in respect of the New Victim as they may consider fit in respect of such extended dependency

7 COSTS AND OTHER EXPENDITURE

- 7.1 Subject to the Overriding Proviso where the Trustees are reasonably satisfied on the basis of documentary evidence or otherwise that a person is a Beneficiary and that such person has reasonably spent money or incurred liabilities at a time after the date of this Deed in making representations to or in answering inquiries from the Trustees or in undergoing or arranging for medical or other inspections in relation to any actual or potential interest under the trusts or powers hereof the Trustees may (but shall not be obliged to) raise out of the Main Fund or its income in or towards all or any of such expenditure and liabilities such sum or sums (if any) and not exceeding £3,000 excluding VAT (or such higher sum as the Trustees may in their discretion from time to time determine as the appropriate maximum figure to be applied in exceptional circumstances) as the Trustees may in their discretion think fit and the sum or sums so raised shall be paid or applied by the Trustees to or for the benefit of the Beneficiary concerned as the Trustees shall think fit
- 7.2 Subject to the Overriding Proviso, where the Trustees are reasonably satisfied that any Dependant of a Confirmed New Victim has or will suffer particular hardship because he is unable to obtain adequate life insurance or mortgage protection insurance without paying a substantial additional premium as a direct result of his relationship with the New Victim the Trustees may (but shall not be obliged to) raise out of the Discretionary Fund or its income in or towards the cost of such insurance such sum or sums (if any) as the Trustees may in their discretion think fit and the sum or sums so raised shall be paid or

applied by the Trustees to or for the benefit of the Dependant concerned as the Trustees shall think fit

8 In default of and subject to and pending the application of the Main Fund or the Discretionary Fund or their respective incomes pursuant to the trusts and powers conferred by the foregoing clauses:

8.1 The Trustees shall during the Accumulation Period accumulate the income of the Main Fund and the Discretionary Fund in the way of compound interest by investing the same and the resulting income thereof and shall hold those accumulations as accretions to the capital of such of the Main Fund and the Discretionary Fund as they relate to and subject thereto

8.2 During the remainder of the Perpetuity Period the Trustees shall have power (but shall not be obliged) for the purpose of relieving the effects caused directly or indirectly by vCJD to New Victims or Qualifiers to pay or apply such part or parts of the income of the Main and Discretionary Funds as they may think fit unto or for the benefit in any manner of all or any one or more exclusively of the others or other of the Beneficiaries for the time being in existence PROVIDED that:

8.2.1 Such payment or application shall from time to time be made in such shares in such manner and upon such terms and conditions (if any) as the Trustees in their discretion shall from time to time think proper and shall give no right to enjoyment of any future income of the Trust Fund

8.2.2 The Trustees in their discretion may pay any income to any persons or person corporations or corporation to be applied for any purposes hereby authorised without themselves being bound to see to the actual application thereof

8.2.3 The Trustees may during any part or parts of the Perpetuity Period permit any of the Beneficiaries (either alone or concurrently or successively) to occupy use or enjoy personally any movable or immovable property which may for the time being be comprised in the Trust Fund upon any terms or conditions whatever which the Trustees may think fit but such permission

shall in each case be revocable at any time and at the absolute discretion of the Trustees

and subject thereto upon trust to pay such income to the Department of Health of Her Majesty's Government or any Government department or ministry that the Trustees may consider to be substantially responsible for performing the duties now performed by the said Department of Health and in default to the Crown absolutely

- 9 In default of and subject to any and every other trust and power contained in this Deed and any appointment and application made under them the Main Fund and the Discretionary Fund and the future income thereof (if any) shall at and after the end of the Perpetuity Period be held upon trust for the Department of Health of Her Majesty's Government or such other Government department or ministry as the Trustees may then consider to be substantially responsible for performing the duties now performed by the said Department absolutely and in default for the Crown absolutely
- 10 If a person who was believed by the Trustees to have been a New Victim should subsequently be discovered by them not to have been a New Victim then as from such discovery he shall cease to be treated as a New Victim for the purposes of the trusts and powers hereof and no (or no further) payments or applications shall be made to him or for his benefit or to or for the benefit of any other persons by reason of their relationship or connection with him BUT so that no prior payment or application of the Trust Fund or the income thereof or any part or parts thereof respectively made under any of the above trusts or powers shall thereby be invalidated or entitle the Trustees to recover the same from the recipients unless the payment or application shall have been obtained dishonestly
- 11 Without prejudice to the generality or effect of the powers expressly or impliedly vested in the Trustees by this Deed or by law the Trustees shall in determining the eligibility of persons to receive or be considered for benefit have the following powers:

- 11.1 to seek obtain and pay for such professional or other assistance as they may reasonably require out of the Main Fund or the Discretionary Fund or their respective incomes
- 11.2 to seek consider and pay for such information evidence and medical reports as they may reasonably require out of the Main Fund or the Discretionary Fund or their respective incomes
- 12 If the Trustees shall not (without good reason) use such staff office premises and other administrative facilities as the Department of Health may make available to them to assist in the administration of the trusts hereof the Trustees shall not be entitled to charge to the Main Fund or to the Discretionary Fund or to their incomes such costs or expenses as would not have been incurred by them had they made use of such facilities
- 13 The provisions of the Trustee Act 2000 shall apply to the trusts of this Deed
- 14 The Trustees shall have power from time to time to agree in writing with the Secretary of State within the Perpetuity Period that any person or persons should be treated as if he were included in the list in the First Schedule hereto PROVIDED THAT the Trustees shall be entitled to refuse so to agree and in particular and without prejudice to the generality of the foregoing shall be entitled to refuse so to agree if the agreement is not preceded or accompanied by a settlement of or an undertaking to settle further money on the trusts hereof sufficient to enable the payments which they consider would be likely to become due in consequence of the proposed inclusions to be made and any proper costs and expenses of the Trustees to be paid or provided for
- 14A Before they make a payment to or for the benefit of any person the Trustees shall cause such agreement or agreements (if any) to be made with such one or more of the following (if any):
- 14A.1 The New Victim concerned or some person duly authorised on his behalf

14A.2 The member of the New Victim's Group to or for whose benefit a payment is proposed to be made or applied or some person duly authorised on his behalf

14A.3 The personal representatives of the New Victim concerned

14A.4 Such other person or persons as the Trustees may specify

as the Trustees in their discretion from time to time require for the purposes of (i) preventing the New Victim his estate or relevant Qualifiers from being doubly compensated (ii) giving effect to the intentions set out in Recital (B) hereof and (iii) ensuring so far as they consider reasonable in the interests of the Department of Health and the persons concerned that the Department of Health does not have (directly or indirectly) to provide compensation to or for the benefit of an individual both through the medium of this Deed and otherwise in respect of the same injury and such agreements shall be in such form and to such effect as the Trustees may require and so as to ensure so far as the Trustees consider appropriate that the payment in question under this trust will be brought into account and given credit for in any claim which may be made for damages against any department of Her Majesty's Government or employee or any quasi-governmental organisation or any other person (public or private corporate or unincorporate) in respect of or in relation to or in any way in connection with the suffering or apprehended suffering by a New Victim and for that purpose the Trustees shall be entitled to require that the acceptance of the payments to be made under this Deed and the entering into of an agreement in accordance with this sub-clause in the case of an infant or a person under a disability shall be approved by the Court or by the Court of Protection (or by their equivalents in Scotland or Northern Ireland) (as appropriate)

- 15 In considering whether and how to exercise their trusts powers and discretions in respect of the Discretionary Fund and its income the Trustees shall assume and be entitled to assume that the maximum number of New Victims to whose New Victim's Group these trusts shall apply will be 250

- 16 The Trustees shall have power to acquire property with trust moneys with a view to its enjoyment in kind by any person or persons for the time being entitled (or capable by the exercise of any trust power or discretion of becoming entitled) to the income of such moneys and whether such property is real or personal or a depreciating asset or income producing or not
- 17 Without prejudice to any other powers they may have in that regard and subject to the terms of this Deed and to the provisions of the Trustee Act 2000 the Trustees shall have power:
- 17.1 to employ and pay any agents delegates advisers managers servants workpeople whatsoever
- 17.2 exercisable either expressly or by implication to allot appropriate partition or apportion any property whatever which is for the time being part of the Main Fund or the Discretionary Fund in or towards satisfaction of any share or interest (including any share or interest of the Trustees) in such Funds or the income thereof in such manner as the Trustees shall in their absolute discretion (without the necessity of obtaining any consent) consider just according to the respective rights of the persons interested
- 18 There shall be up to 7 Trustees consisting of the Chairman and up to 6 other Trustees
- 19 The statutory power of appointing new trustees shall apply provided that:
- 19.1 Any appointment or reappointment of a Trustee (including the Chairman) shall be for a period of 5 years and any competent Trustee may be re-appointed
- 19.2 The period of 5 years shall start from the previous date of appointment or reappointment being (as at the date of this Deed):

The Chairman:	15 March 2007
The said David Stevens:	29 February 2008
The said John Melville Williams	29 February 2008
The said Elaine Motion:	7 April 2006
The said Angela Westoby:	6 February 2009

The said Roger Tomkins:	15 June 2007
The said David Joad	12 February 2010

or any date of appointment or reappointment thereafter.

- 19.3 A Trustee whose period of appointment has expired shall be treated for the purposes of the statutory power of appointing new trustees in the same way as a trustee who desires to be discharged from the trusts and powers conferred in him
- 19.4 The Trustees shall unless in their reasonable discretion they consider it appropriate to do otherwise use all reasonable endeavours to ensure that any person appointed as Trustee in succession to a retiring trustee has similar professional or other qualifications to those of the retiring Trustee and for that purpose may consult with the President of the Royal College of Physicians the President of the Royal College of Nursing the President of the Law Society the President of the Scottish Law Society the Chairman of the Bar Council the Chair of the Human BSE Foundation or any other relevant person or body as they consider appropriate
- 19.5 A person appointed to be a Trustee in place of a Trustee who was the Chairman shall himself become the Chairman and shall only be appointed if he is or has been a High Court Judge.
- 20 Any Trustee may resign from his office by giving to the remaining Trustees no less than one month's notice in writing of his intention to do so stating in such notice the date from which his resignation is to take effect provided that this power of resignation shall not be exercisable unless at least 5 Trustees will remain in office after such resignation is to take effect
- 21 The Trustees shall conduct their business at meetings provided that:
- 21.1 Any Trustee may participate in a meeting of the Trustees by means of conference telephone or similar communications equipment whereby all Trustees participating in the meeting can hear each other and a Trustee so

participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum

21.2 At any time when there are not less than 5 Trustees a resolution in writing signed by all the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held

22 Any ~~3-5~~ Trustees (whether or not including the Chairman) shall form a quorum at meetings of the Trustees provided that for the purpose of exercising the statutory power of appointing new Trustees the quorum shall be all the surviving or continuing Trustees (including a refusing or retiring Trustees if willing and able to participate in the meeting) whether they be more or less than ~~3-5~~ in number

22.1 Notwithstanding the provisions of Clause 22 if at any time the Chairman (or in his absence such other Trustee as the Chairman may in writing appoint to act as his Deputy for the purpose of this Clause) is of the opinion that there is an urgent need for a payment to be made out of the Trust Fund under clause 3.1.1 or otherwise and that it would not be reasonable to wait until a quorum of 5 Trustees could be assembled then any 3 Trustees including the Chairman or such Deputy shall constitute a quorum for the purpose of authorising such a payment PROVIDED ALWAYS that the making of any such payment by a quorum of less than 5 Trustees shall be reported to the Trustees at their next meeting

23 Questions arising at any meeting of the Trustees shall be decided by a simple majority of the Trustees present or deemed to be present and voting provided that:

23.1 in the event of a tied vote the person chairing the meeting shall have a second and casting vote and

23.2 there shall be no proxy voting

24 A Trustee who is any way directly or indirectly interested (except as a shareholder whether beneficial or otherwise of not more than one per cent

(1%) of the shares in a listed public company) in a contract or proposed contract arrangement or dealing with the Trustees or any other matter which arises for decision by the Trustees:

- 24.1 shall disclose the nature of his interest to the other Trustees and
- 24.2 unless (i) the interest only arises in his capacity as a Beneficiary or as a relative or associate of a Beneficiary and (ii) all the Trustees present who are not interested in the matter in question (not being less than 5 in number) shall unanimously resolve to the contrary shall:
 - 24.2.1 withdraw and abstain from any debate or vote in respect of such matter or thing (and having so withdrawn and abstained such person shall not count towards the quorum required for any meeting or vote in respect of the matter or thing concerned) and
 - 24.2.2 shall not participate in or seek to influence any decision as to any such matter or thing
- 25 If a unanimous resolution shall have been passed in accordance with clause 24.2 or if following a withdrawal and abstention in accordance with clause 24.2.1 or if otherwise a quorum of 5 Trustees shall be or remain present or be deemed to be present then a resolution passed by the Trustees present or deemed to be present at the meeting (whether unanimously or by a majority or by a casting vote under clause 23) as to the matter or thing in question shall be binding on all the Trustees and shall be effective in all respects as if it were the act of all the Trustees and as if no interest of the kind referred to in clause 24 had existed and (subject to any right he may have to resign or take court proceedings) any dissenting or non-participating Trustee shall do all such things as are reasonably necessary to implement any decision so taken
- 26 Provided that the requirements of this deed as to quorum are satisfied meetings of the Trustees may be held and resolutions may be passed at them notwithstanding the existence of a vacancy or vacancies amongst the trusteeship (including the Chairmanship)

- 27 The Trustees shall be remunerated out of the Main Fund or the Discretionary Fund or their incomes at a rate equivalent to that payable under the standard scale applicable to non departmental public bodies appointed to advise the Secretary of State and shall be entitled to be indemnified and reimbursed out of the Main Fund or the Discretionary Fund or their incomes in respect of all expenses and liabilities properly and reasonably incurred in respect of or as a result of their trusteeship which expenses shall include or be deemed to include such travel subsistence childcare and other expenses as they may reasonably incur in carrying out their duties as Trustees
- 28 No Trustee shall take or hold any interest in property held on the trusts hereof otherwise than as a Trustees for the purposes hereof and no Trustee shall or be interested in the supply of work or goods at the cost of the trust and no Trustee shall be employed by the Trustees and (save as aforesaid) no Trustee shall receive remuneration
- 29 The Trustees shall ensure that true and sufficient accounts of the Main Fund and the Discretionary Fund and their incomes are kept and are made up and balanced annually
- 30 The Trustees shall procure that the accounts of the trust are audited each year by a suitable firm of Chartered Accountants and that copies of such accounts are made available for the public to inspect and to copy and shall ensure that their accounting and other records are available for inspection by the Comptroller and Auditor General in respect of any audit carried out by the National Audit Office
- 31 No trustee shall be liable for any loss or damage which may happen to the Main Fund or the Discretionary Fund or any part of them or their incomes or otherwise for breach of trust at any time or from any cause whatsoever unless such loss or damage shall be caused by his own actual fraud or dishonesty
- 32 A Trustee shall not be liable for acting in accordance with the advice of a barrister or solicitor of at least 5 years' standing reasonably believed by a trustee to be qualified to advise on trust matters unless when he does so:

32.1 he knows or has reasonable cause to suspect that the advice was given in ignorance of material facts or

32.2 proceedings are pending to obtain the decision of the court on the matter

33 The Trustees shall not be obliged to seek to recover any payments made by them in good faith pursuant to the trusts hereof if it shall subsequently appear that a person or persons to whom or for whose benefit the payments were made were not or might not have been persons to whom the payments should have been made

34

34.1 The Trustees shall no less frequently than once in every calendar year consider whether the trust powers and provisions conferred upon the Trustees by this trust instrument are adequate to enable the Trustees to act for the best interests of the Beneficiaries and if in the opinion of the Trustees such trust powers and provisions are not adequate the Trustees may by deed with the written consent of the Secretary of State amend vary or alter such trust powers and provisions PROVIDED that such amendment variation or alteration may not remove any benefit to which any such Beneficiary is or has become entitled prior to the date of any such deed

34.2 If in the course of the management or administration of the Main Fund or the Discretionary Fund the Trustees consider that any disposition purchase investment acquisition expenditure or other transaction whatsoever or wheresoever to be effected is expedient in the interests of the Beneficiaries but cannot be effected by reason of the absence of any power for that purpose the Trustees may at any time or times by deed with the written consent of the Secretary of State confer upon themselves either generally or in any particular instance the necessary power for the purpose without the necessity of obtaining an order of the court

35 These trusts shall be governed by English law.

IN WITNESS whereof this Deed has been duly executed the day and year first before written

Signed as a Deed by SIR ROBERT OWEN
in the presence of:

Witness signature:

Name:

Address:

Occupation:

Signed as a Deed by DAVID JOAD in the
presence of:

Witness signature:

Name:

Address:

Occupation:

Signed as a Deed by DAVID STEVENS in
the presence of:

Witness signature:

Name:

Address:

Occupation:

Signed as a Deed by ANGELA WESTOBY
in the presence of:

Witness signature:

Name:

Address:

Occupation:

Signed as a Deed by RICHARD
ANTHONY VALLANCE JOHN
MELVILLE WILLIAMS in the presence of:

Witness signature:

Name:

Address:

Occupation:

Signed as a Deed by ELAINE MOTION in
the presence of:

Witness signature:

Name:

Address:

Occupation:

Signed as a Deed by ROGER TOMKINS in
the presence of:

Witness signature:

Name:

Address:

Occupation: