

Dated: .....

**1850 Pension Scheme**

Deed of Appointment of a Participating Employer

## **Parties**

- 1 EIGHTEENFIFTY INVESTMENTS LIMITED (Company No 07574658) of C/o 2nd Floor Suite, 16 Kingsway, Altrincham, Cheshire, WA14 1PJ (in this deed called the 'Principal Employer')
- 2 THOMAS ANTHONY FLEMING of 10 Fletcher Drive, Bowdon, WA14 3FZ, GARY BELL of 709 Leftbank, Spinningfields, Manchester, M3 3AJ and DAVID SMITH of 22 Hawthorn Lane, Wilmslow, SK9 5DD (in this deed called the 'Trustees')
- 3 PROCHEM SERVICES (HOLDINGS) Limited (Company number 06672523) of 16 Kingsway, 2nd Floor Suite, Altrincham, Cheshire, WA14 1PJ (in this deed called the 'Participating Employer')

## **Recitals**

- (A) 1850 Pension Scheme (in this deed called the 'Scheme') is a pension scheme which is currently governed by a Trust Deed and Rules dated 29 January 2011 and all subsequent amending Deeds (in this deed called the 'Existing Provisions').
- (B) The Trustees wish to appoint a Participating Employer to the Scheme.
- (C) The Trustees under 11.2 of the Existing Provisions may at any time by Deed admit any other employer to participate in the Scheme as a Participating Employer.

## **Operative provisions**

1. Each Trustee who is a member by his execution of this deed gives his consent as a member to any and all modifications made by this deed, and confirms that he has had a reasonable opportunity to make representations to the other Trustees about the modifications, and that he is aware that the consent requirements apply in his case in respect of the modifications. Words given a specific meaning for the purposes of section 67 of the Pensions Act 1995 shall have the same meaning in this clause.
2. In exercise under their power 11.2 of the Existing Provisions the Trustees admit the Participating Employer to the Trusts of the Scheme.
3. The Trustees will undertake all amendments to ensure proper implementation of the changes to the Trusts of the Scheme as required by 5.1 of the Existing Provisions.
4. The Participating Employer undertakes to perform in all their functions and exercise their powers in accordance with the requirements of the Existing Provisions.
5. Unless the context requires otherwise, meanings assigned to words and expressions in the Existing Provisions shall apply to words and expressions not otherwise defined in this deed.

The provisions of this deed shall have effect on and from its date

IN WITNESS OF WHICH this document is executed as a deed and is delivered on the date stated above.

SIGNED as a deed, and delivered when dated,  
by EIGHTEENFIFTY INVESTMENTS LIMITED  
acting by

Director      Signature:  
                 Name    :

Witness       Signature:  
                 Name    :  
                 Address :

SIGNED as a deed, and delivered when dated,  
by ..... (signature)  
THOMAS ANTHONY FLEMING in the presence  
of:

Witness       Signature:  
                 Name    :  
                 Address :

SIGNED as a deed, and delivered when dated,  
by ..... (signature)  
GARY BELL in the presence of:

Witness       Signature:  
                 Name    :  
                 Address:

SIGNED as a deed, and delivered when dated,  
by ..... (signature)  
DAVID SMITH in the presence of:

Witness       Signature:  
                 Name    :  
                 Address :

SIGNED as a deed, and delivered when dated,  
by PROCHEM SERVICES (HOLDINGS) Limited  
acting by

Director      Signature:  
                 Name     :

Witness      Signature:  
                 Name     :  
                 Address  :