

Dated: 15/05/2013

Deed of Change of Principal Employer

AI LTD SSAS

## **Parties**

1. **CAROL RUTH ELLIOTT-SMITH** of Ravensclough Manor House, Waste Lane, Cuddington, Northwich, Cheshire, CW8 2TD (in this deed called the 'Trustees')
2. **TREEGATE LTD** (Company No. 5290163) whose registered office is situate at Ravensclough Manor House, Waste Lane, Cuddington, Northwich, Cheshire, CW8 2TD (in this deed called the 'New Principal Employer')

## **Recitals**

- (A) AI LTD SSAS (in this Deed called the 'Scheme') is a pension scheme which is now governed by a Definitive Trust Deed and Rules dated 04 April 2008 and all subsequent amending Deeds (in this Deed called the 'Existing Provisions').
- (B) The Trustees under Clause 11.3 may at any time under Deed agree with any other employer to become Principal Employer in place of the existing Principal Employer.
- (C) The existing Principal Employer is known as Anaconda Investments Ltd (Company No. 04948330) and wishes to be removed as the Principal Employer of the Trusts of the Scheme.
- (D) The Trustees are desirous to appoint a New Principal Employer to the Scheme and the New Principal Employer consents to their appointment as evidenced by their execution of this deed.


## **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 Clause 11.3 of the Existing Provisions the Trustees admit the New Principal Employer to the Trusts of the Scheme to replace the existing Principal Employer in all their powers and functions as Principal Employer.
3. The Trustees will undertake all amendments to ensure proper implementation of the changes to the Trusts of the Scheme as required by the Existing Provisions.
4. The New Principal 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 TREEGATE LTD acting by


Director      Signature:   
Name      : R. Elliott-Smith

Witness      Signature:   
Name      : COLIN PRIEST  
Address: Ravensclough Manor House  
            off Waste Lane  
            Cuddington  
            Cheshire  
            CW8 2TD

SIGNED as a deed, and delivered when dated, by  
 (signature)

CAROL RUTH ELLIOTT-SMITH

in the presence of:

Witness      Signature:   
Name      : COLIN PRIEST  
Address : Ravensclough Manor House  
            off Waste Lane  
            Cuddington  
            Cheshire  
            CW8 2TD