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DARTFORD KENT DA1 1DG

TEL 08457 60 60 60

40-19-04

DATE 19TH MAY 2015 100135 : 81842277

PAY PENSION PRACTITIONER . COM

THREE HUNDRED POUNDS

£ 300.00

A/C PAYEE

ATHELSTAN ASSOCIATES LIMITED

DIRECTOR

A Ray

To HSBC Bank plc

021012

Cheque No.

Sort Code

Account No.

100135 40 1904 81842277

www.communis.com 9508 01/10

Andrew Ray Pension Scheme  
Unit 9, Adams Court  
Mountfield Road  
New Romney  
Kent TN28 8LH

Pension Practitioner. Com  
Daws House  
33-35 Daws Lane  
London  
NW7 4SD

For the attention of Mr B Davis

Dear Brad

19th May 2015

RE: Andrew Ray Pension Scheme

Thank you for your email and attached documents.

Please find enclosed the deed of principal employer change to Athelstan Associates Ltd, including a cheque for £300 including VAT. Please note I have changed James Ray's address as it was 22 Herbert Road, Hextable at that time.

The deed of appointment of a participating employer (Embrake Management Ltd) is also enclosed. I have changed my home address on this deed to 6 Seaview Road, Greatstone, New Romney TN28 8RH as this is my current home address.

Hopefully the former deed will be accepted by Mr Ewart of Nationwide International. Please copy all correspondence sent to and received from them.

Many thanks.

Yours sincerely

A handwritten signature in black ink, consisting of stylized initials 'AR' followed by a large, sweeping loop.

Andrew Ray

Dated: 16 April 2010

**Deed of Change of Principal Employer**

**ANDREW RAY PENSION SCHEME**

## **Parties**

1. Andrew Thomas Ray of 22 Herbert Road, Hextable, Nr Swanley, Kent, BR8 7SD and James Timothy Ray of 22 Herbert Road, Hextable, Nr Swanley, Kent, BR8 7SD (in this deed called the 'Trustees')
2. Athelstan Associates Ltd (Company No. 07151462) whose registered office is situate at 16 Athelstan Road, Faversham, ME13 8QL (in this deed called the "New Principal Employer")

## **Recitals**

- (A) Andrew Ray Pension Scheme (in this Deed called the 'Scheme') is a pension scheme which is now governed by a Definitive Trust Deed and Rules dated 20 January 2009 and all subsequent amending documentation (in this Deed called the 'Existing Provisions')
- (B) Under Clause 10 of the Existing Provisions, the Trustees may in exercise of the powers vested in them under Clause 13.3 of the Existing Provisions make such arrangements as they think fit for the continuation of the Scheme where the Existing Principal Employer has wound up.
- (C) 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 10 of the Existing Provisions the Trustees admit the New Principal Employer to the Trusts of the Scheme to replace the Outgoing 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 ATHELSTAN ASSOCIATES LTD acting by

Company Director (signature):

Name: ANDREW THOMAS RAY



Witness Signature: Christina Graham

Name : CHRISTINA GRAHAM

Address : 74 ADIE ROAD  
GREATSTONE TN28 8SR

SIGNED as a deed, and delivered when dated, by  
..... (signature) ANDREW THOMAS RAY  
in the presence of: ROBERT JOHN YARNELL



Witness


Signature:



Name : ROBERT JOHN YARNELL

Address : 5 CHURCH ROAD  
NEW ROMNEY  
KENT  
TN28 8TY

SIGNED as a deed, and delivered when dated, by  
..... (signature) JAMES TIMOTHY RAY



in the presence of:



Witness

Signature:



Name : CHRISTINA GRAHAM

Address : 74 ADIE ROAD  
GREATSTONE TN28 8SR

Dated: 14 May 2015

***Andrew Ray Pension Scheme***

***Deed of Appointment of a Participating Employer***

## **Parties**

- 1     **Andrew Thomas Ray** (in this deed called the 'Trustee') of 6 Seaview Road, Greatstone, Nr New Romney, Kent, TN28 8RH
- 2     **Embrake Management Ltd** (in this deed called the "Participating Employer") of Unit 9, Adams Court, Mountfield Road Industrial Estate, New Romney, Kent, TN28 8LH

## **Recitals**

- (A)   Andrew Ray Pension Scheme (in this deed called the 'Scheme') is a pension scheme which is currently governed by a Trust Deed and Rules dated 20 January 2009 (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 (11.1.2) of the Existing Provisions may at any time under Deed admit a Participating Employer to the Scheme.

## **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 (11.1.2) 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

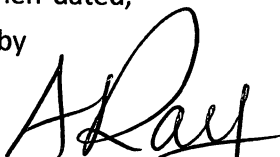
IN WITNESS OF WHICH this document is executed as a deed and is delivered on the date stated above.

SIGNED as a deed, and delivered when dated,  
by **Embrake Management Ltd** acting by

Director

Signature:

Name :


  
ANDREW THOMAS RAY

Witness

Signature:

Name :

Address :



CHRISTINA GRAHAM

74 ADIE ROAD

GREATSTONE TN28 8SR

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

**Andrew Thomas Ray** in the presence of:



Witness

Signature:

Name :

Address :



CHRISTINA GRAHAM

74 ADIE ROAD

GREATSTONE TN28 8SR