## DEED OF AMENDMENT

**Relating to the** 

**Bailey Glapwell Ltd Executive Pension Scheme** 

1

#### THIS DEED is dated

### PARTIES

- 1) Cranfords Trustees Limited (Company No 09771053) whose registered office is situate at International House, Constance Street, London, England, E16 2DQ (in this deed called the "Independent Trustee"); and
- Mark Brunt of 32 The Green, Glapwell, Chesterfield, S44 5LN and acting as a Trustee of the Bailey Glapwell Ltd Executive Pension Scheme (in this Deed called the "Member Trustee").

## BACKGROUND

- (A) Bailey Glapwell Ltd Executive Pension Scheme (in this Deed called the "Scheme") is a pension scheme which was established by a Definitive Trust Deed and Rules dated 10<sup>th</sup> December 2014 and is currently governed by rules adopted by a Deed of Adoption and Amendment dated 10<sup>th</sup> December 2014 and all subsequent amending deeds (in this Deed called the "Existing Provisions").
- (B) The Independent Trustee and the Member Trustee are the present trustees of the Scheme.
- (C) It is intended to amend Rule 5.3 of the Existing Provisions to allow for the removal of the Independent Trustee without requiring either the consent of the Scheme's registered administrator or the appointment of a replacement Independent Trustee in their stead.
- (D) Rule 22.1 states that "The Trustees may by deed with the consent of the Principal Employer alter, add to, delete or replace all or any of the trusts, powers and provisions of the Scheme with effect from the date specified in that deed (whether that date is retrospective, immediate or prospective).
- (E) Following the dissolution of the establishing and principal sponsoring employer (Bailey Glapwell Ltd; Company No 09280818) (in this Deed called the "Former Sponsoring Employer") on 30<sup>th</sup> March 2021, all powers and discretions formerly vested in the Former Sponsoring Employer are now vested in the Trustees alone.

# **OPERATIVE PART**

1) Pursuant to Rule 22.1 of the Existing Provisions, Rule 5.3 will be removed and replaced in its entirety with:

"5.3 The trustees may by Deed appoint new or additional Trustees or remove any Trustee."

2) The provisions of this Deed shall have continuous effect from the date of this Deed.

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

EXECUTED as a deed, and delivered when dated, by **Cranfords Trustees Limited** acting by:

Director Si

Signature: Pour Dowies

Name:

Witness

Esther Calmon Signature:

Name :

Address :

SIGNED as a deed, and delivered when dated, by Mark Brunt acting by: Signature: Signature: Witness Name Address :