

Deed of Amendment

relating to

BERNIES 27 EXECUTIVE PENSION SCHEME

This DEED OF AMENDMENT is made on

2019

BETWEEN:

1. **Bernies 27 Limited** (Company No: 09735092) whose registered office is situate at 5 St Pauls Terrace, 82 Northwood Street, Birmingham, West Midlands, B3 1TH (in this Deed called the 'Principal Employer');
2. **Richard Somerville Dawson** of 39 Mead Avenue, Slough, SL3 8HS (in this Deed called the 'Member Trustee'); and
3. **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').

INTRODUCTION:

- (A) **Bernies 27 Executive Pension Scheme** (in this Deed called the 'Scheme') is a pension scheme which is now governed by a Definitive Trust Deed and Rules adopted by a Deed of Amendment and of Appointment dated 14th December 2015, a Deed of Amendment dated 15th December 2015 and all subsequent amending deeds and documentation (in this Deed called the 'Existing Provisions').
- (B) The Member Trustee and the Independent Trustee are the present Trustees of the Scheme (in this Deed called the 'Trustees').
- (C) Under clause 22.1 of the Existing Provisions, the power to alter, add to, delete or replace any of the trusts, powers or provisions of the Scheme is vested in the Trustees with the consent of the Principal Employer.
- (D) In accordance with the amendment power contained within the Existing Provisions the Trustees wish to formally amend the provisions of the Scheme, to which the Principal Employer consents.
- (E) In this deed 'Effective Date' means the date of this deed.

OPERATIVE PROVISIONS:

1. In exercise of their powers under the clause 22.1 of the Existing Provisions, the Trustees hereby replace the Existing Provisions in their entirety with the new trust deed and rules scheduled to this deed as the governing documentation of the Scheme, subject to the following conditions:
 - a. This deed of amendment shall not invalidate any act done in relation to the Scheme prior to the Effective Date where such act was valid prior to the Effective Date.

b. The alterations to the provisions of the Scheme affected by this deed shall take effect from the Effective Date.

2. The Principal Employer consents to the amendments set out in this deed.
3. No person has any right to enforce any provision of this deed and the rules attached to this deed by virtue only of the Contracts (Rights of Third Parties) Act 1999.
4. This deed and the rules attached to this deed are governed by and interpreted according to the laws of England and Wales. The parties to this deed submit to the exclusive jurisdiction of the courts of England and Wales.
5. Electronic signatures adopted in accordance with Electronic Signatures Regulation 2002 (SI 2002 No. 318), whether digital or encrypted, by any and all the parties included in this document are intended to authenticate this document and shall have the same force and effect as manual signatures.
6. Delivery of a copy of this document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

Executed as a deed and delivered on the date shown at the beginning of this deed.

EXECUTED as a Deed by BERNIES 27 LIMITED acting by

Signature 1: 

Director

Witnessed in the presence of:

Signature: _____

Name:

Address:

← Please sign here.

Signed as a Deed by

Signature 2: _____

Richard Somerville Dawson

Witnessed in the presence of:

Signature: _____

Name:

Address:

← Please sign here.

EXECUTED as a Deed by CRANFORDS TRUSTEES LIMITED acting by

Signature 3: _____

Director

Witnessed in the presence of:

Signature: _____

Name:

Address:

Deed of Removal of Trustee

Bernies 27 Executive Pension Scheme

Date of Deed:

2019

Parties

1. **Richard Somerville Dawson** of 39 Mead Avenue, Slough, SL3 8HS (in this Deed called the 'Continuing Trustee'); and
2. **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 'Outgoing Independent Trustee').

Recitals

- (A) **Bernies 27 Executive Pension Scheme** (in this Deed called the 'Scheme') is a pension scheme which is now governed by Rules adopted by a Deed of Amendment dated <date> and all subsequent amending deeds and documentation (in this Deed called the 'Existing Provisions').
- (B) The Continuing Trustee and the Outgoing Independent Trustee are the present Trustees of the Scheme (in this Deed called the 'Trustees').
- (C) The Trustees, in accordance with clause 2.1.2 of the Existing Provisions, have the power to remove any person who is a Trustee from acting as a Trustee, whether or not another person is appointed as a replacement Trustee.
- (D) The Trustees wish to remove the Outgoing Independent Trustee as a Trustee to the Scheme.
- (E) In this Deed (including the recitals) "**Effective Date**" means the date of this Deed.

Operative provisions

1. Pursuant to clause 2.1.2 of the Existing Provisions, the Trustees hereby remove the Outgoing Independent Trustee from its position as a Trustee of the Scheme with effect from the Effective Date.
2. The Continuing Trustee agrees to take all reasonable steps to remove the Outgoing Independent Trustee from the Trusts of the Scheme and any of the assets of the Scheme held in the name of the Outgoing Independent Trustee (jointly or alone), including the removal of the name of the Outgoing Independent Trustee from any relevant registration at HM Land Registry.

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
Richard Somerville Dawson

..... (signature)

← Please sign here

Witness Signature :
 Name :
 Address :

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

Director Signature:
 Name:

Witness Signature:
 Name:
 Address:

Deed of Removal and Appointment of Trustee

Bernies 27 Executive Pension Scheme

Date of Deed:

2019

Parties

1. **Bernies 27 Limited** (Company No: 09735092) whose registered office is situate at 5 St Pauls Terrace, 82 Northwood Street, Birmingham, England, B3 1TH (in this Deed called the '**Principal Employer**');
2. **Richard Somerville Dawson** of 39 Mead Avenue, Slough, SL3 8HS (in this Deed called the '**Continuing Trustee**');
3. **Rowanmoor Trustees Limited** (Company No: 01846413) whose registered office is situate at Rowanmoor House, 46-50 Castle Street, Salisbury, SP1 3TS (in this Deed called the '**Outgoing Independent Trustee**');
4. **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 '**New Independent Trustee**'); and
5. **Rowanmoor Executive Pensions Limited** (formerly Rowanmoor Group plc) (Company No: 05792242) whose registered office is situated at Rowanmoor House, 46-50 Castle Street, Salisbury, SP1 3TS (in this Deed called the '**Administrator**')

Recitals

- (A) **Bernies 27 Executive Pension Scheme** (in this Deed called the '**Scheme**') is a pension scheme which is now governed by the Deed and Rules adopted by a Deed of Appointment and of Amendment dated 14th December 2015, a Deed of Amendment dated 15th December 2015 and all subsequent amending deeds and documentation (in this Deed called the '**Existing Provisions**')
- (B) The Continuing Trustee and the Outgoing Independent Trustee are the present trustees of the Scheme.
- (C) The Administrator is the present registered administrator to the Scheme.
- (D) The Principal Employer, in accordance with clause 5.3 of the Existing Provisions, has the power to appoint and remove trustees subject to the consent of the Administrator.
- (E) The Principal Employer wishes to appoint the New Independent Trustee as an Independent Trustee to the scheme, to which the Administrator and the New Independent Trustee have consented.
- (F) The Principal Employer wishes to remove the Outgoing Independent Trustee as a trustee to the scheme, to which the Administrator has consented.
- (G) In this Deed (including the recitals) "**Effective Date**" means the date of this Deed.

Operative provisions

1. The Principal Employer hereby appoints the New Independent Trustee as an Independent Trustee to the Scheme with effect from the Effective Date. The New Independent Trustee consents to their appointment, and in accordance with clause 5.3 of the Existing Provisions, the Administrator consents to this appointment.

2. The Continuing Trustee and Outgoing Independent Trustee agree to vest in the Continuing Trustee and New Independent Trustee the Trusts of the Scheme and all assets of the Scheme.
3. The Principal Employer hereby removes the Outgoing Independent Trustee from its position as a trustee of the Scheme with effect from the Effective Date and in accordance with clause 5.3 of the Existing Provisions. The Administrator has consented to the removal of the Outgoing Independent Trustee.
4. The Continuing Trustee and New Independent Trustee agree to take all reasonable steps to remove the Outgoing Independent Trustee from the Trusts of the Scheme and any of the assets of the Scheme held in the name of the Outgoing Independent Trustee (jointly or alone), including the removal of the name of the Outgoing Independent Trustee from any relevant registration at HM Land Registry.

SIGNED as a deed, and delivered when dated,
by **Bernies 27 Limited**
acting by



← Please sign here

SIGNED as a deed, and delivered when dated, by
Richard Somerville Dawson acting by

[Signature]

(← Design here

Witness Signature :
Name :
Address :

Authorised Signatory:

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

Witness Signature:
Name:
Address:

The common seal of **Rowanmoor Executive Pensions Limited** was here unto affixed in the presence of:

Authorised Signatory:

Authorised Signatory: