

Dated: 12/12/2024

Calder Family SSAS
Deed of Substitution of a Principal Employer

Parties

- 1 **Donnie John Calder** and **Lauren Calder** both of The Craig, Cromlet Drive, Invergordon, IV18 0BA (in this Deed called the “**General Trustees**”); and
- 2 **Calder Electrical Contractors Ltd** (company number SC461516) whose registered office is situated at 13 Henderson Road, Inverness, United Kingdom, IV1 1SN (in this Deed called the “**Outgoing Employer**”); and
- 3 **Calder Property Management (Scotland) Ltd** (Company No SC770368) whose registered office is situated at The Craig, Cromlet Drive, Invergordon, Scotland, IV18 0BA (in this Deed called the “**Participating Employer**”).

Recitals

- (A) **Calder Family SSAS** (in this Deed called the “**Scheme**”) is a pension scheme which is currently governed by a Trust Deed and Rules dated 11th July 2023 and all subsequent amending deeds (in this Deed called the “**Existing Provisions**”).
- (B) The General Trustees are the current trustees of the Scheme.
- (C) The Outgoing Employer and the Participating Employer are both the present sponsoring employers to the Scheme.
- (D) The General Trustees are desirous to remove the Outgoing Employer as the principal sponsoring employer to the Scheme, such removal arising as a result of cessation of control by the General Trustees over the Outgoing Employer.
- (E) The Participating Employer is hereby admitted to assume the responsibilities and obligations of the Scheme’s Principal Employer in accordance with the Existing Provisions in substitution for the Outgoing Employer.

Operative Provisions

1. Pursuant to Clause 12.3 of the Existing Provisions the General Trustees hereby substitute the Outgoing Employer with the Participating Employer as the principal sponsoring employer to the Scheme.
2. The Participating Employer consents to their appointment as the Scheme’s principal sponsoring employer as evidenced by their execution of this Deed.
3. The General Trustees will undertake all amendments to ensure proper implementation of the changes to the Trusts of the Scheme as may be required by the Existing Provisions.
4. The Participating Employer in question covenants to duly perform and observe each and every provision of the Scheme which ought to be performed and observed by it as the Principal Employer of the Scheme.
5. The provisions of this Deed shall have effect on and from its date.

EXECUTED as a Deed and delivered when dated,

by **Calder Electrical Contractors Ltd**

acting by:

Donnie John Calder

Director

Signature:



Witnessed in the presence of:

Signature:



Name:

RHYS HOSSACK

Address:

46 BRAEFACE PARK

ALNESS

IV17 0QS

EXECUTED as a Deed and delivered when dated,
by **Calder Property Management (Scotland) Ltd**
acting by:

Donnie John Calder

Director

Signature:



Witnessed in the presence of:

Signature:



Name:

RHYS HOSSACK

Address:

46 BRAE FALE PARK

ALNESS

IV17 0QS