

Dated: 02 June 2021

Deed of Change of Principal Employer

Cannes 2003 ORBS

Parties

1. ANTHONY ARTHUR JAMES BANNARD SMITH of Manor Barns, Manor Lane, Whilton, Northamptonshire, NN11 2UH, EMMA LOUISE SMITH of Manor Barns, Manor Lane, Whilton, Northamptonshire, NN11 2UH and COLIN MACKENZIE FELL of The Firs, Main Street, Alne, North Yorkshire, YO61 1RS (in this deed called the '**Trustees**')
2. ELEVATION WEALTH MANAGEMENT LIMITED (Company No. 04794182) whose registered office is situate at Elevation House, Unit 1 Marlin Office Village, Chester Road, Castle Vale, Birmingham, B35 7AZ (in this deed called the '**New Principal Employer**')

Recitals

- (A) Cannes 2003 ORBS (in this Deed called the '**Scheme**') is a pension scheme which is now governed by a Trust Deed adopting replacement provisions dated 02 June 2021 (in this Deed called the '**Existing Provisions**').
- (B) The Trustees are the present trustees to the Scheme.
- (C) I.M. Investment Management Ltd (company number 07038347) whose registered office is at Elevation House, Marlin Office Village, 1250 Chester Road, Birmingham, B35 7AZ is the present Principal Employer (in this deed called the '**Outgoing Principal Employer**').
- (D) Under Clause 12.3 of the Existing Provisions, the Trustees may from time to time by deed substitute another employer as the Principal Employer provided that the employer in question covenants to comply with those provisions of the Rules which apply to the Principal Employer.
- (E) The Trustees are desirous to appoint the New Principal Employer to the Scheme and the New Principal Employer consents to their appointment as evidenced by their execution of this deed.
- (F) In this Deed (including the Recitals) '**Effective Date**' means the date 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 12.3 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. The Outgoing Principal Employer is discharged fully of its liabilities, duties and functions as Principal Employer to the Scheme under the Finance Act 2004 with effect from the Effective Date.
6. 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.
7. 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.
8. 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.
9. The provisions of this deed shall have effect on and from the Effective 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

(signature)

ANTHONY ARTHUR JAMES BANNARD SMITH in
the presence of:

Witness Signature:

Name:

Address:

SIGNED as a Deed, and delivered when dated, by

(signature)

EMMA LOUISE SMITH in the presence of:

Witness Signature:

Name:

Address:

SIGNED as a Deed, and delivered when dated, by

(signature)

COLIN MACKENZIE FELL in the presence of:

Witness Signature:

Name:

Address:

SIGNED as a Deed, and delivered when dated,
by ELEVATION WEALTH MANAGEMENT LIMITED
acting by:

Director Signature:

Name:

Witness Signature:

Name:

Address: