

DATED

DEED OF AMENDMENT RELATING TO THE DAVID WOOD PENSION SCHEME

between

DAVID WOOD BAKING LIMITED

and

MR DAVID WOOD

and

MRS KAREN WOOD

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SCHEDULE

Schedule 1.
Deeds

Schedule 2
Rules

This deed is dated:

PARTIES

- (1) DAVID WOOD BAKING LIMITED incorporated and registered in England and Wales with company number 06541251 whose registered office is at 1 Calverley Road, Oulton, Leeds, West Yorkshire, LS26 8JD (**Principal Employer**).
- (2) DAVID WOOD, and KAREN WOOD both of 1 Calverley Road, Oulton, Leeds, West Yorkshire, LS26 8JD, United Kingdom (**Trustees**).

BACKGROUND

- (A) The Scheme is governed by the Deed and Rules. This deed is supplemental to the Deed and Rules set out in Schedule 1
- (B) The Principal Employer is the present principal employer under the Scheme.
- (C) The Trustees are the present trustee of the Scheme.
- (D) Clause 3.1 of the Deed allows the Principal Employer to amend the Deed, with the agreement of the Trustees.
- (E) The Principal Employer and the Trustees have agreed to amend the Deed in the manner set out Part 2 of this Deed.
- (F) The amendments are not detrimental modifications under section 67 of the PA 1995 and no statement is needed from the Actuary.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause 1 apply in this deed.

Actuary: the actuary of the Scheme appointed by the Trustee under section 47 of the PA 1995.

Deed: the definitive trust deed dated 6 June 2008, made between the Principal Employer and the Trustee.

PA 1995: Pensions Act 1995.

Rules: the rules attached to the Deed.

Scheme: David Wood Pension Scheme.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 The schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.9 References to clauses and schedules are to the clauses and schedules of this deed; references to paragraphs are to paragraphs of the relevant schedule.

2. AMENDMENT

- 2.1 With effect from 1 June 2014 the Principal Employer ceases to have effect the existing Rules and the Rules set out in Schedule 2 shall govern the Scheme provided that:
- 3.1 the power in Rule 3.1 (Power of Amendment) may be exercised by the Principal Employer with the consent of all the Trustees.
- 3.2 the power in Rule 4.1 (Trustees Appointment and Removal) may be exercised by the Principal Employer with the consent of all the Trustees.
- 2.2 The Trustees agrees to the amendments made by this deed.

3. COUNTERPARTS

This deed may be executed in any number of counterparts (but shall not be effective until each party has executed at least one counterpart), each of which, when executed and delivered, shall be an original and which together shall have the same effect as if each party had executed and delivered the same document.

4. GOVERNING LAW

- 4.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with the law of England and Wales.
- 4.2 The parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this deed or its subject matter.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Deeds

A Definitive Trust Deed and Rules dated 6 June 2008

Executed as a deed by David
Wood Baking Limited acting by

.....

Director

.....

Director/Secretary

Signed as a deed by DAVID
WOOD
in the presence of:

.....

.....

Name:

Address:

Signed as a deed by KAREN
WOOD
in the presence of:

.....

.....

Name:

Address: