

Dated: 16 January 2016

**Trust Deed**

adopting replacement provisions governing

**Halfpenny and Spendloff Ltd Executive Pension Scheme**

## Parties

1. **HALFPENNY AND SPENDLOFF LTD** (company number 09203367) whose registered office is situate at Richmond House, 38 High Street, Hurstpierpoint, Hassocks, West Sussex, BN6 9RG (in this deed called the 'Principal Employer')
2. **KEITH SCOTT HATZER** of 11 Ravenstone Drive, Greetland, Halifax, HX4 8DU (in this deed called the 'Trustees')

## Recitals

- (A) Halfpenny and Spendloff Ltd Executive Pension Scheme (in this deed called the 'Scheme') is a pension scheme which is currently governed by the Deed and Rules dated 23 September 2014, a Deed of Amendment dated 24 September 2014 and all subsequent amending Deeds (in this deed called the 'Existing Provisions').
- (B) It is intended to replace the Existing Provisions in their entirety.
- (C) The power of alteration and amendment is set out in 22.1 of the Existing Provisions.

## 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. Pursuant to clause 22.1 of the Existing Provisions, those Existing Provisions shall cease to have effect and the Scheme shall be governed by the attached Rules with effect from the date of this deed:

### PROVIDED THAT:

- 2.1 the power in Rule 3.1 (Power of Amendment) may be exercised by the Principal Employer with the consent of all the Trustees.
- 2.2 the power in Rule 4.1 (Trustees Appointment and Removal) may be exercised by the Principal Employer with the consent of all the Trustees.
3. The provisions of this deed shall have effect on and from its 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  
**HALFPENNY AND SPENDLOFF LTD**

acting by

Director

Signature:



Name :

Keith Scott Hatzer

Witness

Signature:



Name :

NEIL SHARMAN

Address :

19 ROWAN LANE,  
SOUTH HIGGLEDY,  
BARNSELEY, SOUTH YORKSHIRE, S72 9FE

SIGNED as a deed, and delivered when dated, by  
**KEITH SCOTT HATZER** in the presence of:

 (Signature)

Witness

Signature:



Name :

NEIL SHARMAN

Address :

19 ROWAN LANE  
SOUTH HIGGLEDY/  
BARNSELEY,  
SOUTH YORKSHIRE  
S72 9FE