

4. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

5. Signing


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


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.

IN WITNESS OF WHICH this document is executed as a deed and is delivered on the date stated above.

EXECUTED as a deed, and delivered when dated,
by **Nephesh Limited**
acting by

Director Signature: 

Name: L. DUNNING

Witness Signature: 

Name: Michelle Thomas

Address:

85 Loftus Square
Newark
NP19 0PL

- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this deed.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes fax.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 References to a document in **agreed form** are to that document in the form agreed by the parties and initialed by or on their behalf for identification.
- 1.12 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.
- 1.13 References to clauses and Schedules are to the clauses and Schedules of this deed.
- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Amendment

- 2.1 Pursuant to Clause 3.1 of the Existing Provisions, the Principal Employer may exercise the power to amend the Scheme Rules, those Existing Rules shall cease to have effect and the Scheme shall be governed by the attached Rules with effect from the date of this Deed.

3. Governing law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

THIS DEED is dated

PARTIES

- 1) **Nephesh Limited** (Company No 03448839) whose registered office is situated at Oakland House, Oaklands Terrace Oaklands Terrace, Ty Coch, Cwmbran, Wales, NP44 7AJ (in this Deed called the '**Principal Employer**').

BACKGROUND

- (A) **Nephesh SSAS** (in this Deed called the '**Scheme**') is a pension scheme which is currently governed by a Trust Deed and Rules dated 4th April 2012 and all subsequent amending deeds (in this Deed called the '**Existing Provisions**').
- (B) The Principal Employer is the present sponsoring employer to the Scheme.
- (C) The Principal Employer is desirous to update the Rules of the Scheme under Clause 3.1 of the Existing Provisions. Any such alteration amendment or addition may have retrospective effect provided that the rights of any Member or any other person entitled to benefits are not adversely affected in relation to contributions already paid and that the status of the Scheme as a Registered Scheme under Part 4 of the Finance Act 2004 is not prejudiced.
- (D) The amendments are not detrimental modifications under section 67 of the PA 1995.

OPERATIVE PART

1. Interpretation

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Deed and Rules: a Trust Deed and Rules dated 4th April 2012

PA 1995: Pensions Act 1995.

FA 2004: Finance Act 2004

Scheme: Nephesh SSAS

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 personal representatives, successors and permitted assigns].**


DATED


21st December 2023

**DEED OF
AMENDMENT
Adopting Replacement Provisions**


Nephesh SSAS


EXECUTED as a Deed, and delivered when dated,
by **Cornfinch Property Services Limited**
acting by

Director Signature: 
Name: L. DUNNING

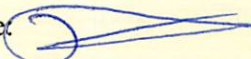
Witness Signature: 
Name: Michelle Thomas
Address:
85 Loftus Square
Newport
NP19 0PL


EXECUTED as a Deed, and delivered when dated,
by **Mad Dog Pub Co Limited**
acting by

Director Signature: 
Name: L. W. N. N. G.

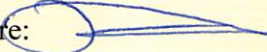
Witness Signature: 
Name: Michelle Thomas
Address: 85 Loftus Square
Newport NP19 0PL


EXECUTED as a Deed, and delivered when dated,
by **Oakland Building & Construction Limited**
acting by

Director Signature: 
Name: L. W. N. N. G.

Witness Signature: 
Name: Michelle Thomas
Address: 85 Loftus Square
Newport NP19 0PL

EXECUTED as a Deed, and delivered when dated,
by **Jennys Den Limited**
acting by

Director Signature: 
Name: L. W. N. N. G.

Witness Signature: 
Name: Michelle Thomas
Address:
85 Loftus Square
Newport
NP19 0PL

5. For the avoidance of doubt, the Principal Employer will remain as the principal sponsoring employer to the Scheme, and will retain all powers granted to, and all responsibilities imposed upon, the Principal Employer by the Existing Provisions
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.

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

Signature:



Lee Nicholas Dunning

Witness

Signature:



Name: *Michelle Thomas*

Address:

*85 Loftus Square
Newport
NP19 0PL*

Date of Deed : 21st December ^{<date>} 2023

Parties

- 1 **Lee Nicholas Dunning** of Oakland House, Oakland Terrace, Tycoch Lane, Cwmbran, NP44 7AJ (in this Deed called the "**Trustee**"); and
- 2 **Mad Dog Pub Co Limited** (Company No 12077077) whose registered office is situate at 23 Caerleon Road, Newport, Wales, NP19 7BU, **Oakland Building & Construction Limited** (Company No 11631370) whose registered office is situate at Oakland House Oaklands Terrace, Ty Coch, Cwmbran, NP44 7AJ, **Jennys Den Limited** (Company No 13614064) whose registered office is situate at 26 Commercial Road, Port Talbot, Wales, SA13 1LG and **Cornfinch Property Services Limited** (Company No 04503369) whose registered office is situate at Oakland House Oaklands Terrace, Ty Coch, Cwmbran, NP44 7AJ (all in in this Deed called the "**New Associated Employers**").

Recitals

- (A) **Nephesh SSAS** (in this Deed called the "**Scheme**") is a registered pension scheme which was established by an Establishing Trust Deed and Rules dated 4th April 2012 and is currently governed by rules adopted by a Deed of Amendment dated 12th July 2023 and all subsequent amending documentation (in this Deed called the "**Existing Provisions**").
- (B) **Nephesh Limited** (Company No 03448839) is the present principal sponsoring employer to the Scheme (in this Deed called the "**Principal Employer**").
- (C) The Trustee is the current trustee of the Scheme.
- (D) As confirmed by a Trustee Resolution dated 21st December 2023, it is desirous to associate the New Associated Employers to the Scheme as participating sponsoring employers.

Operative Provisions

1. The Trustees who are the members by their execution of this Deed give their consent as members to any and all modifications made by this Deed and confirm that they have had a reasonable opportunity to make representations to the other Trustees about the modifications, and that they are aware that the consent requirements apply in their 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 11.2 of the Existing Provisions the Trustee hereby admits the New Associated Employers as participating sponsoring employers to the Scheme.
3. The Trustee 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 New Associated Employers undertake to perform in all their functions and exercise their powers as Participating Employers in accordance with the requirements of the Existing Provisions.

Dated: 21st December 2023

Nephesh SSAS

Deed of Association of Participating Employers

Resolution of the Trustees of the Nephesh SSAS

Date: 21st December 2023

Interpretation

The Trustee confirms that the terms used in this resolution should be interpreted as they are defined in the Rules as adopted by a Deed of Amendment dated 12th July 2023 and all subsequent amendments for the **Nephesh SSAS** (the "**Scheme**").

Background

- 1) The Trustee is the owner/director of a number of limited companies.
- 2) In order to formalise the facilitation of contributions from said companies, the Trustee is desirous to associate these companies to the Scheme by deed as Participating sponsoring employers.

Resolution

- 1) The Trustee will associate the following companies to the Scheme via a Deed of Association, to be executed as soon as practicably possible:

Mad Dog Pub Co Limited (Company No 12077077)


Oakland Building & Construction Limited (Company No 11631370)

Jennys Den Limited (Company No 13614064)

Cornfinch Property Services Limited (Company No 04503369)

- 2) It is anticipated, but not confirmed, that contributions receivable from the above companies will be approximately £3,000-£10,000, £10,000, £10,000 and £5,000 respectively over the next year, with ongoing contributions thereafter adjusted dependent upon the profitability of each company.
- 3) While future lending to any prospective sponsoring employer has not been discounted, there are no plans in place and no considerations to extend loan facilities at present.

Signed by the Trustee of the **Nephesh SSAS**



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Lee Dunning
TRUSTEE