

Dated: 20<sup>th</sup> April 2018

**Trust Deed**

adopting replacement provisions governing the

**Hoban Family Pension Investment Fund**

## Parties

1. **Nigel Alan Hoban** and **Jane Elizabeth Hoban**, both of Highgrove, Ausewell Hill, Ashburton, Devon, TQ13 7HD (in this deed called the "**Trustees**")

## Recitals

- 1) Hoban Family Pension Investment Fund (in this deed called the '**Scheme**') is a pension scheme which is currently governed by a Trust Deed adopting Replacement Provisions dated 20<sup>th</sup> March 2013 (replacing the previous Rules dated 4<sup>th</sup> February 2007) and all subsequent amending documentation (in this deed called the '**Existing Provisions**').
- 2) The Trustees are the current Trustees to the Scheme.
- 3) Prior to its dissolution, HHRF Ltd – formerly Hammerhead Television Facilities Ltd – (Company No 02214047) was the Sponsoring Employer to the Scheme (in this deed called the '**Former Sponsoring Employer**').
- 4) It is intended to replace the Existing Provisions in their entirety.
- 5) Rule 3.1 states that "The person specified for this purpose in the Adopting Deed may at any time by deed modify, delete or add to all or any of the provisions of the Rules with retrospective, immediate or future effect, subject only to any restrictions imposed by the Adopting Deed and section 67 of the Pensions Act 1995".

## Operative provisions

1. Provision 2.1 of the Trust Deed Adopting Replacement Provisions dated 20<sup>th</sup> March 2013 which reads:  
  
*"2.1 the power in Rule 15.1 (Power of Amendment) may be exercised by the Principal Employer with the consent of all the Trustees"*  
  
should read:  
  
*"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. Due to the dissolution of the Sponsoring Employer and pursuant to clause 11.3.1 of the Existing Provisions, all powers and discretions vested in the Former Sponsoring Employer are vested in the Trustees.
3. Pursuant to clause 3.1 of the Existing Provisions, those Existing Provisions shall cease to have effect and the Scheme shall be governed by the attached Rules:

## PROVIDED THAT:

3.1 the power in Rule 3.1 (Power of Amendment) may be exercised by the Trustees.

3.2 the power in Rule 4.1 (Power of Appointment and Removal of Trustees) may be

exercised by the Trustees.

4. 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)

**Nigel Alan Hoban** in the presence of:

Witness	Signature	:
	Name :	
	Address :	

SIGNED as a deed, and delivered when dated,

by ..... (Signature)

**Jane Elizabeth Hoban** in the presence of:

Witness	Signature	:
	Name :	
	Address :	