

Dated: 27th April 2018

**Deed of Change of Principal Employer
Jual Edman Investments Pension Scheme**

Parties

1. **Stuart Newland** of 98 Thetford Way, Taw Hill, Swindon, SN25 1WJ (in this deed called the "**Trustee**")
2. **Fortuit Investments Ltd** (Company No 10912450) whose registered office is situate at 98 Thetford Way, Taw Hill, Swindon, SN25 1WJ (in this deed called the "**New Principal Employer**")

Recitals

- (A) **Jual Edman Investments Pension Scheme** (in this Deed called the '**Scheme**') is a pension scheme which is now governed by a Definitive Trust Deed and Rules dated 3rd February 2015 and all subsequent amending documentation (in this Deed called the '**Existing Provisions**').
- (B) **Carlton James Private and Commercial Ltd** (Company No 09074495) is the current Principal Employer to the Scheme (in this Deed called the '**Outgoing Principal Employer**').
- (C) Under Clause 11.2 of the Existing Provisions, the Trustees may in exercise of the powers vested in them under Clause 11.2 of the Existing Provisions at any time by deed and with the consent of the existing Principal Employer substitute any other **employer** as Principal Employer.
- (D) Under Clause 11.3.3 of the Existing Provisions, if any Participating Employer is no longer under the control of the Members, then all powers and discretions under the Rules are vested in the hands of the Trustees. The Outgoing Principal Employer is not under the control of any of the existing members.
- (E) The Trustee is desirous to appoint a new Principal Employer to the Scheme and the New Principal Employer consents to their appointment as evidenced by their execution 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 11.3.3 of the Existing Provisions the Trustee admits 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. In exercise under Clause 11.3 of the Existing Provisions the Trustee completely removes the Outgoing Principal Employer as a Sponsoring Employer to the Scheme in any capacity.


4. The Trustee will undertake all amendments to ensure proper implementation of the changes to the Trusts of the Scheme as required by the Existing Provisions.
5. The New Principal Employer will adopt all powers, functions and discretions originally granted to the Outgoing Principal Employer according to the Existing Provisions.
6. The New Principal Employer undertakes to perform in all their functions and exercise their powers in accordance with the requirements of the Existing Provisions.
7. 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.

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 **Fortuit Investments Ltd** acting by


Company Director (signature): 
Name:

Witness Signature: 
Name : Marina Forcillo
Address : 27 Corby Avenue, Swindon, SW3 1PS

SIGNED as a deed, and delivered when dated, by
Stuart Newland


..... (signature)

in the presence of:

Witness Signature: 
Name : Marina Forcillo
Address : 27 Corby Avenue, Swindon, SW3 1PS