

Dated: _____

Deed of Appointment of New Principal Employer

Keith Trubshaw SSAS

Parties

1. **Keith Trubshaw** of 14 St Johns Street, Bridgnorth, WV15 6AG (in this deed called the 'Trustee'); and
2. **The Refund Agency Limited** (Company No. 10700035) whose registered office is situate at Granville Suite Business Development Centre, Stafford Park 4, Telford, Shropshire, England, TF3 3BA (in this deed called the '**New Principal Employer**').

Recitals

- (A) **Keith Trubshaw SSAS** (in this Deed called the '**Scheme**') is a pension scheme which was established by a Trust Deed dated 11th February 2013 and is now governed by a Replacement Definitive Trust Deed and Rules dated 16th July 2013 and all subsequent amending documentation (in this Deed called the '**Existing Provisions**').
- (B) Under Schedule K Section 2 of the Existing Provisions, the Trustee may, if the Scheme ceases to have a Principal Employer, arrange for another employer to become the Principal Employer by means of a deed to be executed by the Trustees and that other employer.
- (C) **Energy Control and Optimization Ltd** (Company No 07612628), the previous principal employer to the Scheme, was dissolved on 21st June 2016.
- (D) 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 Schedule K Section 2 of the Existing Provisions the Trustee admits the New Principal Employer to the Trusts of the Scheme.
3. 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.
4. The New Principal Employer undertakes to perform in all their functions and exercise their powers in accordance with the requirements of the Existing Provisions.
5. The Scheme shall be governed by the Existing Provisions and all references in the Existing Provisions to the "Principal Employer" will be treated as references to the New Principal Employer.
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.

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 **The Refund Agency Limited** acting by

Company Director (signature):

Name:

Witness Signature:

Name :

Address :

SIGNED as a deed, and delivered when dated, by

..... (signature)

Keith Trubshaw

in the presence of:

Witness Signature:

Name :

Address :