

**DATED  
30 November 2020**

**DEED OF  
AMENDMENT  
Adopting Replacement Provisions**

**ML&S Martin Lynch & Sons Limited Pension Scheme**

THIS DEED is dated 30 November 2020

## **PARTIES**

- 1) **ML&S Martin Lynch & Sons Limited** (Company No 04072599) whose registered office is situate at 2<sup>nd</sup> Floor Nucleus House, 2 Lower Mortlake Road, Richmond, TW9 2JA (in this Deed called the '**Principal Employer**'); and
- 2) **Martin Derek Edwin Lynch** and **Jennifer Irene Lynch**, both of The Gate House, Wellington Avenue, Virginia Water, Surrey, GU25 4QY, and **Daniel Lynch** of 29 Newark Road, Windlesham, GU20 6NE (all in this Deed called the '**Trustees**').

## **BACKGROUND**

- (A) **ML&S Martin Lynch & Sons Limited Pension Scheme** (in this Deed called the '**Scheme**') is a pension scheme which is currently governed by a Trust Deed dated 6<sup>th</sup> April 2009 and all subsequent amending deeds (in this Deed called the '**Existing Provisions**').
- (B) The Trustees is the present trustees of the Scheme.
- (C) The Principal Employer is the present sponsoring employer to the Scheme.
- (D) The Principal Employer and Trustees are desirous to clarify a provision in the Existing Provisions granting the power in Rule 4.1 (Power of Appointment) to the Principal Employer, effective from 6<sup>th</sup> April 2009.
- (E) The Principal Employer and Trustees are also 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.
- (F) The Trustees and Principal Employer have agreed to amend the Rules in the manner set out in the Schedules.
- (G) 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 dated: 6<sup>th</sup> April 2009

**PA 1995:** Pensions Act 1995.

**FA 2004:** Finance Act 2004

**Scheme:** ML&S Martin Lynch & Sons Limited Pension Scheme

- 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].
- 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.
- 1.15 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.

1.16 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.

2. Amendment

2.1 Pursuant to Clause 3.1 of the Existing Provisions, the power in Clause 4.1 of the Existing Provisions may be exercised by the Principal Employer. This amendment is effective from 6<sup>th</sup> April 2009 and any deed executed after 6<sup>th</sup> April 2009 will be treated as if this amendment were in place at the time of execution.

2.2 Pursuant to Clause 3.1 of the Existing Provisions, the Principal Employer has the power to amend the Scheme Rules with the consent of the Trustee, 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.

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 **ML&S Martin Lynch & Sons Limited**  
acting by

Director      Signature:   
Name:          Martin Derek Edwin Lynch

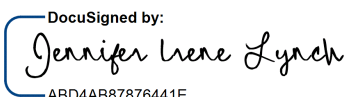
Witness        Signature:   
Name:          Emily McAlister  
Address:        office 12Venture  
                     wales BuildingPent  
                     rebachMerthyr  
                     Tydfil CF48 4DR


SIGNED as a deed, and delivered when dated, by

Signature:   
**Martin Derek Edwin Lynch**

Witness        Signature:   
Name        :      Emily McAlister  
Address       :      office 12Venture  
                     wales BuildingPentreb  
                     achMerthyr Tydfil  
                     CF48 4DR

SIGNED as a deed, and delivered when dated, by

Signature:   
**Jennifer Irene Lynch**

Witness        Signature:   
Name        :      Emily McAlister  
Address       :      office 12Venture  
                     wales BuildingPentreb  
                     achMerthyr Tydfil  
                     CF48 4DR

SIGNED as a deed, and delivered when dated, by

Signature:  DocuSigned by:  
60C34AC771CC43B...

**Daniel Lynch**

Witness Signature:  DocuSigned by:  
7BAF1D545EFC420...

Name : Emily McAlister

Address : Office 12Venture  
wales BuildingPent  
rebackMerthyr  
Tydfil CF48 4DR