

Dated:

Michael and Janet Holmes Pension Scheme

Deed of Appointment of Marine View Properties Limited  
as a Participating Employer

## **Parties**

- 1 AUTUMN HOUSE CARE LIMITED (Company Number: 07189110) (in this deed called the 'Principal Employer') of 16 Quay Street, Newport, Isle of Wight, PO30 5BG
- 2 MICHAEL MARTIN ARTHUR HOLMES of Copseway House, Ashlake Copse Road, Ryde, Isle of Wight, PO33 4EY and JANET HOLMES of Redwood, Ashlake Copse Road, Ryde, Isle of Wight, PO33 4EY (in this deed called the 'Trustees')
- 3 MARINE VIEW PROPERTIES LIMITED (Company No. 08634353) (in this deed called the "Participating Employer") of 15-16 Quay Street, Newport, Isle of Wight, PO30 5BG

## **Recitals**

- (A) Michael and Janet Holmes Pension Scheme (in this deed called the 'Scheme') is a pension scheme which is currently governed by a Trust Deed and Rules dated 31 March 2008 and all subsequent amending documentation (in this deed called the 'Existing Provisions').
- (B) The Trustees under 11.2 of the Existing Provisions may at any time under Deed admit an Participating Employer to the Scheme and the Trustees wish to appoint a Participating Employer to the Scheme

## **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 their power 11.2 of the existing provisions the Trustees admit the Participating Employer to the Trusts of the Scheme.
3. The Trustees will undertake all amendments to ensure proper implementation of the changes to the Trusts of the Scheme as required by 5.1 of the Existing Provisions.
4. The Participating Employer undertakes to perform in all their functions and exercise their powers in accordance with the requirements of the Existing Provisions.
5. 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 **Autumn House Care Limited** acting by

Director      Signature:  
                 Name     :

Witness       Signature:  
                 Name     :  
                 Address  :

SIGNED as a deed, and delivered when dated,  
by ..... (signature)

**Michael Martin Arthur Holmes** in the  
presence of:

Witness       Signature:  
                 Name     :  
                 Address  :

SIGNED as a deed, and delivered when dated,  
by ..... (signature)

**Janet Holmes** in the presence of:

Witness       Signature:  
                 Name     :  
                 Address  :

SIGNED as a deed, and delivered when dated,  
by **Marine View Properties Limited** acting  
by

Director      Signature:  
                    Name     :

Witness        Signature:  
                    Name     :  
                    Address  :