Dated: 31/8/2021

Deed of Change of Principal Employer

My Investment Properties – SSAS

Parties

- 1. **Matthew Yates** and **Robert James Smith**, both of Hooton Bank, Hawthorn Avenue, Maltby, Rotherham, S66 8BT (in this deed called the '**Trustees**');
- 2. **My Investment Properties Ltd** (Company No. 09736008) whose registered office is situated at Hooton Bank, Hawthorn Avenue, Maltby, Rotherham, S66 8BT (in this deed called the '**Outgoing Principal Employer**'); and
- 3. **Rob's Allotment Ltd** (Company No. 10265487) whose registered office is situated at 320 Firecrest Court Centre Park, Warrington, United Kingdom, WA1 1RG (in this deed called the 'New Principal Employer').

Recitals

- (A) My Investment Properties SSAS (in this Deed called the 'Scheme') is a pension scheme which was established by a Trust Deed and Rules dated 16th May 2016 and is currently governed by Rules adopted by a Trust Deed Adopting Replacement Provisions dated 15th March 2019 and all subsequent amending deeds (in this Deed called the 'Existing Provisions').
- (B) The Trustees are the present member trustees to the Scheme.
- (C) The Outgoing Principal Employer is the current sponsoring employer to the Scheme.
- (D) Under Clause 11.2 of the Existing Provisions, the Trustees may at any time by deed and with the consent of the existing Principal Employer substitute any other employer as Principal Employer, provided that employer covenants to duly perform and observe each and every provision of the Scheme which ought to be performed and observed by it as Principal Employer.
- (E) The Trustees are desirous to appoint the New Principal Employer to the Scheme and the New Principal Employer consents to their appointment as evidenced by their execution of this deed.
- (F) The Trustees are desirous to remove the Outgoing Principal Employer from the Scheme and the Outgoing Principal Employer consents to their removal as evidenced by their execution of this deed.
- (G) In this Deed (including the Recitals) 'Effective Date' means the date 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 11.2 of the Existing Provisions the Trustees with the consent of the Outgoing Principal Employer 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. The Trustees 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 Outgoing Principal Employer is discharged fully of its liabilities, duties and functions as Principal Employer to the Scheme under the Finance Act 2004 with effect from the Effective Date.
- 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.
- 7. 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.
- 8. 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.
- 9. The provisions of this deed shall have effect on and from the Effective 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: Matthew Mate

Matthew Yates in the presence of:

Witness Signature:

Name: Adam Holmes

Address: Lime Kiln House, Lime Kiln, Royal Wootton Bassett, SN4 7HF

SIGNED as a Deed, and delivered when dated, by

Signature:

Witness

Robert James Smith in the presence of:

Signature

Name: Adam Holmes

Address: Lime Kiln House, Lime Kiln, Royal Wootton Bassett, SN4 7HF

EXECUTED as a Deed, and delivered when dated,

by My Investment Properties Ltd

acting by:

Director

Signature: Matthew yates

Name: Matthew Yates

Witness

Signature: 7ED36C28B8A843D

Name: Adam Holmes

Address: Lime Kiln House, Lime Kiln, Royal Wootton Bassett, SN4 7HF

EXECUTED as a Deed, and delivered when dated,

by Rob's Allotment Ltd

acting by:

Director Signature:

DocuSigned by:

Name: Robert Smith

Witness Signature:

Name: Adam Holmes

Address: Lime Kiln House, Lime Kiln, Royal Wootton Bassett, SN4 7HF