

Dated: 24 July 2008

Deed of Change of Principal Employer and Appointment of Participating Employers

Oakleaf Facilities Limited SIBA

Parties

- 1 OAKLEAF FACILITIES LTD (company number 4540540) (in this deed called the 'Outgoing Principal Employer')
- 2 MARK ALAN ROWTHORN, JANIE GALE ROWTHORN, PAUL CHRISTOPHER GROOM (in this deed called the 'Continuing Trustees')
- 3 OAKLEAF FACILITIES (UK) LTD (company number 06155005) (in this deed called the 'New Principal Employer')
- 4 OAKLEAF SURVEYING LTD (company number 06151373), J ROWTHORN T/A OAKLEAF QUILTING, OAKLEAF TECHNICAL SERVICES LTD (06151419) (in this deed called the 'Participating Employers')

Recitals

- (A) The Oakleaf Facilities Limited SIBA (in this deed called the 'Scheme') is a pension scheme which is now governed by a Definitve Trust Deed dated 24 July 2008 (in this deed called the 'Existing Provisions')
- (B) The Trustees are the present trustees of The Oakleaf Facilities Limited SIBA (hereinafterreferred to as "the Scheme")
- (C) The Trustees under 11.2 of the governing deed may admit any other employer to participate in the Scheme as a Participating Employer
- (D) The Trustees under 11.3 may at any time under Deed agree with any other employer to become Principal Employer in place of the Outgoing Principal Employer
- (E) The Outgoing Principal Employer wishes to be removed as the Principal Employer of the Trusts of the Scheme
- (F) The New Principal Employer wishes to be appointed as Principal Employer of the Trusts of the Scheme
- (G) The Participating Employers wish to be party to the Trusts of the Scheme and wish to perform and observe each and every provision of 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 Employers to the Trusts of the Scheme
3. In exercise under their power 11.3 of the existing provisions the Trustees admit 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. The Outgoing Principal Employer consents to their removal as Principal Employer to the Trusts of the Scheme
4. 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 trust deed and rules
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 OAKLEAF FACILITIES LTD acting by

Director

Signature



:

Name : MARK ROWTHORN

Director/

Secretary

Signature



:

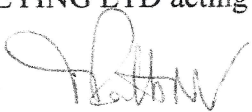
Name : PAUL GROOM

SIGNED as a deed, and delivered when dated,
by OAKLEAF FACILITIES (UK) LTD
acting by

Director Signature  :
Name : MARK ROWTHORN

Director/
Secretary Signature  :
Name : PAUL GROOM

SIGNED as a deed, and delivered when dated,
by OAKLEAF SURVEYING LTD acting by

Director Signature  :
Name : MARK ROWTHORN

Director/
Secretary Signature  :
Name : THOMAS DOWNING

