

Dated _____

Deed of Amendment
governing the
Parklands Retirement Benefits Scheme

Parties

- 1** **PARKLANDS NURSING HOME** (in this deed called the 'Principal Employer')
- 2** **CLARENCE LEO VAZ, CAROLINE ANN VAZ** and (in this deed called the 'Trustees')

Recitals

- (A) The Parklands Retirement Scheme (in this deed called the 'Scheme') is a pension scheme which is currently governed by a Trust Deed and Rules dated 12 November 2001 and all amending deeds (deed called the 'Existing Provisions').
- (B) The General Trustees are the trustees of the Scheme (the 'Trustees').
- (C) The Principal Employer is the principal sponsoring employer of the Scheme.
- (D) As a consequence of the change in control of the Principal Company, it is intended that all costs from the date of this deed presently borne by the Principal Employer be borne by the Scheme
- (E) As a consequence of 11.4.5 having effect, it is intended that powers and discretions of the Principal Employer under the Rules and any other provision governing the Scheme, whether fiduciary or not, shall vest in and be exercisable by the Trustees alone.

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** Pursuant to rule 11.4 of the Existing Provisions all powers and discretions of the Principal Employer under the Rules and any other provision governing the Scheme, whether fiduciary or not, shall vest in and be exercisable by the Trustees alone from the date of this deed.
- 3** Pursuant to rule 5.1 of the Existing Provisions all all costs from the date of this deed presently borne by the Principal Employer shall be borne by the Scheme
- 4** The provisions of this deed shall have effect on and from the date of this deed.

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
RESOLV COMPUTERS LIMITED acting by

Director Signature :
 Name :

Director/ Signature :
Secretary Name :

SIGNED as a deed, and delivered when dated, by
JOHN TIERNEY in the presence of:

..... (signature)

Witness Signature :
 Name :
 Address :

SIGNED as a deed, and delivered when dated, by
SUSAN TIERNEY in the presence of:

..... (signature)

Witness Signature :
 Name :
 Address :