

DATED: 03 JANUARY 2019

DEED OF AMENDMENT

OF THE PINNACLE PENSION SCHEME

between

PINNACLE CONTRACTS 2012 LIMITED

and

MR JONATHAN TRAVIS MOSS AND MR NICHOLAS JOHN KIRBY

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SCHEDULE 1

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THIS DEED is dated 03 January 2019

PARTIES

- (1) Pinnacle Contracts 2012 Limited incorporated and registered in England and Wales with company number 08228648 whose registered office is at Annecy Court Ferry Works, Summer Road, Thames Ditton, Surrey, KT7 0QJ (**Principal Employer**).
- (2) Jonathan Travis Moss of the Grange, 28 St. Johns Road, Woking, Surrey, GU21 7SA and Nicholas John Kirby of 137 Manor Lane, Sunbury-on-Thames, TW16 6JE (**Trustees**).

BACKGROUND

- (A) The Scheme is currently governed by the Deed and Rules dated 28th September 2012. This deed is supplemental to the Deed and Rules and the deeds set out in the Schedule.
- (B) The Principal Employer is the present principal employer under the Scheme.
- (C) The Trustees are the present trustees of the Scheme.
- (D) Pursuant to Clause 24 of the Rules the Principal Employer, with the consent of the Trustees, has the power at its discretion and without requiring the consent of all or any of the Members, to alter amend or add to all or any of the provisions of this Deed. 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.
- (E) The Principal Employer and the Trustees have agreed to amend the Rules in the manner set out in the Schedules.
- (F) The Principal Employer and the Trustees have agreed to remove Clauses 5 to 26 of the operative provisions of the Deed set out in the Schedules and shall be replaced by the new Rules.
- (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: the Definitive Trust Deed and Rules dated 28 September 2012 made between the Principal Employer and the Trustees.

PA 1995: Pensions Act 1995.

Scheme: Pinnacle 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 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 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.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes fax.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 References to a document in **agreed form** are to that document in the form agreed by the parties and initialled by or on their behalf for identification.
- 1.14 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.
- 1.15 References to clauses and Schedules are to the clauses and Schedules of this deed.
- 1.16 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.
- 1.17 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.
- 1.18 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 Rule 24 of the Existing Rules, those Existing Rules shall cease to have effect and the Scheme shall be governed by the attached Rules, PROVIDED THAT:

the power in Rule 3.1 (Power of Amendment) may be exercised by the Principal Employer with the consent of the Trustees.

the power in Rule 4.1 (Power of Appointment and Removal of Trustees) may be exercised by the Principal Employer.

2.2 Pursuant to Clause 24 of the Existing Deed, clauses 5 to 26 of the operative provisions shall cease to have effect and shall be replaced by the attached Rules.

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).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1

A list of schedule supplemental to this Deed

Deeds

1. DEEDS AND SUPPLEMENTARY DEEDS RELATING TO THE SCHEME

Trust Deed and Rules dated 28 September 2012

Executed as a deed by Pinnacle
Contracts 2012 Limited acting by :

Director Signature:
 Name :

Witness Signature:
 Name :
 Address:

Signed as a deed by Jonathan
Travis Moss

.....
(signature)
in the presence of:

Witness Signature:
 Name :
 Address:

Signed as a deed by Nicholas John
Kirby

.....
(signature)
in the presence of:

Witness Signature:
 Name :
 Address: