

Dated: 16 August 2021

**DEED OF  
AMENDMENT**

**SBR Solutions Executive Pension Scheme**

THIS DEED is dated 16 August 2021

## **PARTIES**

1. **Michael Edwards** of 18 Lime Tree Way, Porthcawl, CF36 5AU (in this deed called the '**Member Trustee**');
2. **RC Trustees Limited** (Company No 13042237) whose registered office is situated at 1a Park Lane, Poynton, Stockport, Cheshire, United Kingdom, SK12 1RD (in this deed called the '**Independent Trustee**'); and
3. **SBR SOLUTIONS LTD** (Company No 08357042) whose registered office is situated at 18 Lime Tree Way, Porthcawl, CF36 5AU (in this Deed called the '**Principal Employer**').

## **BACKGROUND**

- (A) **SBR Solutions Executive Pension Scheme** (in this Deed called the '**Scheme**') is a pension which was established by an Interim Trust Deed and Rules dated 27 January 2014 and is currently governed by a Definitive Trust Deed and Rules dated 18<sup>th</sup> February 2014 all subsequent amending documentation (in this Deed called the '**Existing Provisions**').
- (B) The Member Trustee and Independent Trustee are the present trustees to the Scheme (together called the '**Trustees**').
- (C) The Principal Employer is the establishing sponsoring employer named under the Existing Provisions and remains the present principal sponsoring employer to the Scheme.
- (D) The Trustees are desirous to update the Rules of the Scheme and the powers of amendment belong to the Trustees with the consent of the Principal Employer by Clause 22.1 of the Existing Provisions. 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 Trustees have agreed to amend the Rules with the consent of the Principal Employer in the manner set out in the Schedules.
- (F) 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:** a Definitive Trust Deed and Rules dated: 18<sup>th</sup> February 2014 and all subsequent amendments

**PA 1995:** Pensions Act 1995.

**FA 2004:** Finance Act 2004

**Scheme:** SBR Solutions Executive 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 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 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.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes fax.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 References to a document in **agreed form** are to that document in the form agreed by the parties and initialed by or on their behalf for identification.
- 1.12 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.
- 1.13 References to clauses and Schedules are to the clauses and Schedules of this deed.
- 1.14 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.
- 1.15 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.
- 1.16 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 Clause 22.1 of the Existing Provisions, the Trustees have the power to amend the Scheme Rules with the consent of the Principal Employer, those Existing Provisions shall cease to have effect and the Scheme shall be governed by the attached Rules with effect from the date of this Deed.

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).

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:

**Michael Edwards**

Witness

Signature:

Name :

Address :

DocuSigned by:  
*Michael Edwards*  
9EE65F902A0649A...  
Michael Edwards  
18 Lime Tree Way  
Porthcawl  
Bridgend CF365AU

EXECUTED as a deed, and delivered when dated,

by **SBR SOLUTIONS LTD**

acting by

Director

Signature:

Name:

DocuSigned by:  
*Michael Edwards*  
9EE65F902A0649A...  
Michael Edwards

Witness Signature:

Name:

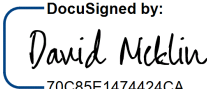
Address:


DocuSigned by:  
*Emily Mellister*  
46F72D75C9964AA...  
Venture Wales Building  
Merthyr Tydfyl Industrial Business  
Park  
Merthyr Tydfyl  
Wales  
CF48 4DP

EXECUTED as a deed, and delivered when dated,

by **RC TRUSTEES LIMITED**

acting by

Director                      Signature:   
Name: David Nicklin

Witness Signature:   
Name: Emily McAlister

Address: Venture wales Building  
Merthyr Tydfyl Industrial  
Business Park  
Merthyr Tydfyl  
Wales  
CF48 4DR