

Dated: 14/4/15

Deed of Change of Principal Employer

TJM Retirement Plan

Parties

1. **William Hugh Murray** of 44 Robertson Crescent, Keiss, Wick, Caithness, Scotland, KW1 4XA (in this deed called the 'Trustees')
2. **TJM Marketing Ltd** (Company No SC369693) whose registered office is situate at 44 Robertson Crescent, Keiss, Wick, Caithness, Scotland, KW1 4XA (in this deed called the "Outgoing Principle Employer")
3. **Murray Digital Marketing Ltd** (Company No SC503078) whose registered office is situate at 8 Dallas Terrace, Kingussie, Inverness-shire, Scotland, PH21 1LJ (in this deed called the "New Principal Employer")

Recitals

- (A) TJM Retirement Plan (in this Deed called the 'Scheme') is a pension scheme which is now governed by a Definitive Trust Deed and Rules dated 08 October 2014 and all subsequent amending documentation (in this Deed called the 'Existing Provisions')
- (B) Under Clause 11.2 of the Existing Provisions, the Trustees may in exercise of the powers vested in them under Clause 11.2 of the Existing Provisions at any time by deed and with the consent of the existing Principal Employer substitute any other **employer** as Principal Employer.
- (C) The Trustees are desirous to appoint a new Principal Employer to the Scheme and the New Principal Employer consents to their appointment as evidenced by their execution 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 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 Principle Employer consents to this change.
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. 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 **TJM Marketing Ltd** acting by

Company Director (signature):

Name: **William Hugh Murray**



Witness

Signature: 

Name : Heather Fraser Murray

Address : 8 Dallas Terrace,

Kingussie, PH21 1UJ

SIGNED as a deed, and delivered when dated,
by **Murray Digital Marketing Ltd** acting by

Company Director (signature):

Name: **William Hugh Murray**



Witness


Signature: 

Name : Heather Fraser Murray

Address : 8 Dallas Terrace,

Kingussie, PH21 1UJ

SIGNED as a deed, and delivered when dated, by
William Hugh Murray

 (signature)

in the presence of:

Witness

Signature: 

Name : Heather Fraser Murray

Address : 8 Dallas Terrace, Kingussie, PH21 1UJ