## **Deed of Amendment**

governing the

# THE LEADERSHIP FACTOR LTD DIRECTORS RETIREMENT PLAN

Daws House, 33-35 Daws Lane, London, NW7 4SD.

Signed: Encoca Dated: 18/63/16
CERTIFIED AS A TRUE COPY

OF THE ORIGINAL

HMRC Reg: 00005886

HMRC Money Laundering Reg: 12527917

EMAUSTER Admistrator

#### **Parties**

- THE LEADERSHIP FACTOR LIMITED of Taylor Hill Mill, Fairlea Road, Huddersfield HD4 6JA. (Company number **03145836**) (in this deed called the 'Principal Employer')
- 2 STEPHEN NIGEL HILL and JANET HILL both of Osborne House, Cliffe Road, Shepley, Huddersfield, HD8 8AG, CHRISTOPHER DAVID HILL of Honeysuckle Cottage, Main Street, Alne, York, YO61 1RP and NICHOLAS JAMES HILL of Sylvia Dene, Main Street, Alne, York, YO61 1TA (in this deed called the 'Trustees')

#### **Recitals**

- (A) THE LEADERSHIP FACTOR LTD DIRECTORS RETIREMENT PLAN (in this Deed called the 'Scheme') is a pension scheme which is governed by a Definitive Trust Deed 15 August 2006 and all Supplemental Deeds (in this Deed called the 'Existing Provisions')
- (B) The General Trustees are the trustees (the 'Trustees') of the Scheme.
- (C) It is intended to replace all the Existing Provisions in their entirety, pursuant to Clause 13.1 of the Existing Provisions which vests the power of amendment in the Principal Employer and the Trustees.

### **Operative provisions**

- 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.
- Pursuant to Rule 13.1 of the Existing Provisions, those Existing Provisions shall cease to have effect and the Scheme shall be governed by the attached Rules, PROVIDED THAT:
  - 2.1 the power in Rule 3.1 (Power of Amendment) may be exercised by the Principal Employer with the consent of the majority of Trustees.
  - 2.2 the power in Rule 4.1 (Power of Appointment and Removal of Trustees) may be exercised by the Principal Employer

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 THE LEADERSHIP FACTOR LIMITED acting by

Signature: Director

Name : Janet Hill

Signature: Director

Name : Stephen Nigel Hill

SIGNED as a deed and delivered when

(signature) dated, by

STEPHEN NIGEL HILL in the presence of:

Signature: My Witness

Name : J. NUTTINGHAM

Address: 33 MEADLY LAPPE, SLAITHWAITE HD7 SEX

SIGNED as a deed, and delivered when dated, by ...... (signature)

JANET HILL in the presence of:

Witness

Signature: Myss.
Name : J. NOTTINGHAM

Address: 33 MEADW LANE, SLAITHWAITE HOT SEX

SIGNED as a deed, and delivered when

(signature)

CHRISTOPHER DAVID HILL in the

presence of:

Witness

Signature: This

Address: 33 MEADOW LANE, SLAITHWAITE HOTSEX

SIGNED as a deed, and delivered when dated, by ...... (signature)

NICHOLAS JAMES HILL in the presence

of:

Witness

Signature: Matter
Name : J. NOTTINGHAM

Address: 33 MGADW LANE, SHAITHWAITE HOT SEX