## Deed of Amendment governing the

The Shire Consulting Pension Scheme

## **Parties**

**SHIRE CONSULTING LIMITED** (company number **02424982)** of The Chapel, Barnsley Hall Road, Bromsgrove, Worcester, B61 0SZ (in this deed called the "Principal Employer")

RONALD WILLIAM DAVID MACE, KAY MICHELLE MACE, RICHARD YATES HARTSHORNE, MARGARET ANN HARTSHORNE, SIMON CROOK, SARAH ANN CROOK all c/o The Chapel, Barnsley Hall Road, Bromsgrove, Worcester, B61 0SZ (in this deed called the 'Trustees')

## Recitals

- (A) The Shire Consulting Pension Scheme (in this deed called the 'Scheme') is a pension scheme which is governed by a Deed (known as a Definitive Trust Deed & Rules) dated 22<sup>nd</sup> October 2001 and a Supplemental Deed dated 28th November 2003, a Deed of Adherence dated 17 August 2009 (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 19.1 of the Existing Provisions which vests the power of amendment in the Principal Employer with the approval of 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 3.31 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 with the consent of the majority of Trustees.

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.

acting by		
Director	Signature Name :	•
Director/ Secretary		• •
dated, by	a deed, and delivered when(signature)  VILLIAM DAVID MACE in the  f:	
Witness	Signature Name : Address :	:
dated, by	a deed, and delivered when(signature)  ELLE MACE in the presence of:	
Witness	Signature Name : Address :	•

SIGNED as a deed, and delivered when dated, by **SHIRE CONSULTING LIMITED** 

dated, by	s a deed, and delivered when(signature) YATES HARTSHORNE in the of:		
Witness	Signature Name : Address :	:	
SIGNED a	s a deed, and delivered when		
-	(signature)		
margari presence o	ET ANN HARTSHORNE in the of:		
Witness	Signature Name : Address :	:	
dated, by	s a deed, and delivered when (signature)  ROOK in the presence of:		
Witness	Signature Name : Address :	:	
dated, by	as a deed, and delivered when (signature)  NN CROOK in the presence of:		
Witness	Signature Name : Address :	:	