

**DATED**

14/12/2021

**DEED OF  
AMENDMENT  
Adopting Replacement Provisions**

**Birchland Executive Pension Scheme**

THIS DEED is dated 14/12/2021

## **PARTIES**

- 1) **Edward John Milton and Robert Bryan Milton and Bryan Kevin Milton** all of Birchland, Colliers Lane, Charlcombe, Bath BA1 8DP (in this Deed called the '**Trustees**'); and
- 2) **Birchland Properties Limited** (Company No 00751025) whose registered office is situated at Birchland Colliers Lane, Charlcombe, Bath, BA1 8DP (in this Deed called the '**Principal Employer**').

## **BACKGROUND**

- (A) **Birchland Executive Pension Scheme** (in this Deed called the '**Scheme**') is a pension scheme which is currently governed by a Second Definitive Trust Deed dated 26<sup>th</sup> May 1990 as amended by a Deed of Amendment dated 26<sup>th</sup> October 2006 and all subsequent amending deeds (in this Deed called the '**Existing Provisions**').
- (B) The Trustees are the present trustees of the Scheme.
- (C) The Principal Employer is the present principal sponsoring employer to the Scheme.
- (D) The Trustees are desirous to update the Rules of the Scheme under Clause 11 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 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 Second Definitive Trust Deed dated 26<sup>th</sup> May 1990 and a Deed of Amendment dated 26<sup>th</sup> October 2006

**PA 1995:** Pensions Act 1995.

**FA 2004:** Finance Act 2004

**Scheme:** Birchland 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.

## 2. Amendment

- 2.1 Pursuant to Clause 11 of the Existing Provisions, the Trustees have the power to amend the Scheme Rules, those Existing Rules shall cease to have effect and the Scheme shall be governed by the attached Rules with effect from the date of this Deed.
- 2.2 The Principal Employer consents to this amendment.

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).

5. Signing

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.

6. Delivery

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.

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:

**Edward John Milton**

Witnessed in presence of

Signature:

Name:

Address:

DocuSigned by:  
  
7F86BD5928754F0...

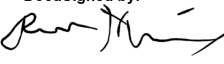
DocuSigned by:  
  
46F72D75C9964AA...  
Emily Mcalister

Venture wales  
Building  
Merthyr Tydfyl  
Industrial  
Business Park  
CF48 4DR

SIGNED as a deed, and delivered when dated, by

Signature:

**Robert Bryan Milton**

DocuSigned by:  
  
4A2A9A13548A494...

Witnessed in presence of

Signature:

Name:

Address:

DocuSigned by:  
  
46F72D75C9964AA...  
Emily Mcalister

Venture wales  
Building  
Merthyr Tydfyl  
Industrial  
Business Park  
CF48 4DR

SIGNED as a deed, and delivered when dated, by

Signature:

**Bryan Kevin Milton**

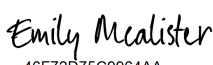
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Witnessed in presence of

Signature:

Name:

Address:

DocuSigned by:  
  
46F72D75C9964AA...  
Emily Mcalister

Venture wales  
Building  
Merthyr Tydfyl  
Industrial  
Business Park  
CF48 4DR

EXECUTED as a deed, and delivered when dated, by

**Birchland Properties Limited**

acting by

Director

Signature:

Name:

DocuSigned by:  
*Bryan Kevin Milton*  
142627BE2E5F470...  
Bryan Kevin Milton

Witnessed in the presence of

Signature:

Name:

DocuSigned by:  
*Emily Mcalister*  
46F72D75C9964AA...  
Emily Mcalister

Address

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